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MEMORANDUM OF AGREEMENT (...COMOA/131101...)

Co-Ownership Plan

entered into between:

INVESTGOLD PTY LTD

2014/200689/07

Ground Floor, Knox Titanium Vault Building,
1 River St, Killarney, JHB

(hereinafter referred to as "the Seller")

and

(hereinafter referred to as "the Purchaser")

WHEREAS:

The Seller is the owner of certain coins or medallions. The Seller has elected to sell a portion of its ownership in certain of these coins or medallions under a plan titled as the Investgold Co-ownership Plan to interested purchasers. Interested purchasers are afforded an opportunity to purchase the aforesaid portion and thus become co-owners in certain of the coins or medallions;

WHEREAS:

The Purchaser has agreed to purchase a portion of the Seller's ownership in certain coins or medallions on the terms and conditions set out in this agreement and thus become a co-owner of such coins or medallions;

BROKER: _____

CLIENT INITIAL: _____

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Johannesburg (Sales): Ground Floor, Knox Titanium Vault Building, 1 River Street, Killarney, JHB
Tel: 011 486 1196 • **Fax:** 011 486 2150 • **E-mail:** support@investgold.co.za
Cape Town (Sales): The Business Centre, 1 Bridgeway Road, Bridgeway Precinct, Century City, 7441
Tel: 021 830 5360 • **Fax:** 086 513 1390 • **E-mail:** cathy@investgold.co.za
George (Head Office): Sect. 2, Milkwood Village, Beacon Road, Wilderness, 6560
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POSTAL ADDRESS: GALLO MANO POSTNET, PRIVATE BAG X23, SUITE 161, JHB 2052
WEB: www.investgold.co.za
E-MAIL: support@investgold.co.za
REG: 2014/200689/07 • **VAT:** 4890221775

WHEREBY IT IS AGREED AS FOLLOWS:

1. Interpretation

- 1.1 In this agreement and in the annexes to this agreement –
- 1.1.1 clause headings are for convenience and are not to be used in its interpretation;
 - 1.1.2 unless the context indicates a contrary intention an expression which denotes
 - 1.1.2.1 any gender includes the other genders;
 - 1.1.2.2 a natural person includes a juristic person and vice versa;
 - 1.1.2.3 the singular includes the plural and vice versa.
- 1.2 In this agreement the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:
- 1.2.1 "Agreement" means this Agreement and all annexes thereto as may be amended from time to time.
 - 1.2.2 "the Coin/s" means the gold, or any other type of metal, coin or coins or medallion or medallions in which the Purchaser has elected to purchase a co-ownership portion or co-ownership portions as fully described in Annex "A" to this Agreement.
 - 1.2.3 "Domicilium" means the address set out in clause 11 (eleven) of this Agreement.
 - 1.2.4 "FAIS" means the Financial Advisory and Intermediary Services Act 37 of 2002 as may be amended from time to time.
 - 1.2.5 "Investgold Co-ownership Plan" means the opportunity provided by the Seller to prospective purchasers to purchase an undivided co-ownership portion or undivided co-ownership portions of a certain Coin/s for a purchase price under the terms and conditions of this Agreement, against payment of administrative costs as detailed in 'Clause 7' of this Agreement and in terms of and subject to the Seller's standard terms and conditions as detailed in Annex "C" (which is also available on www.investgold.co.za) to this Agreement.
 - 1.2.6 "Parties" means the Purchaser and the Seller, and the term "Party" shall be construed as reference to either of them as the context may require.
 - 1.2.7 "the Portion/s" means an undivided co-ownership portion or undivided co-ownership portions as the case may be of the ownership of the Coin/s as detailed in Annex "A" to this Agreement.
 - 1.2.8 "the Purchaser" means (full description of Purchaser).
 - 1.2.9 "the Seller" means Investgold PTY LTD, a close corporation duly incorporated in terms of the laws of the Republic of South Africa with registration number 2014/200689/07, having its principal place of business at Ground Floor, Knox Titanium Vault Building, 1 River Street, Killarney, Jhb, Gauteng.

2. Sale and purchase

The Seller hereby sells to the Purchaser who hereby purchases the Portion/s.

3. Purchase Consideration and Payment

The purchase price for the Portion/s shall be as detailed in Annex "A" and in accordance with and subject to the Seller's Standard Terms and Conditions as detailed in Annex "C" to this Agreement.

4. Delivery and Risk

- 4.1 Delivery of the Portion/s to the Purchaser shall be constituted by the delivery of an executed copy of this Agreement by the Seller to the Purchaser at the Purchaser's Domicilium.
- 4.2 The Parties agree that possession of the Coin/s will remain with the Seller. Risk in and to the Coin/s shall remain with the Seller subject to clause 6 of this Agreement.
- 4.3 The Seller shall ensure that the Coin/s is stored in a safe repository at all times material hereto, and shall allow the Purchaser access thereto at any reasonable time upon receiving reasonable notice from the Purchaser, under such conditions as the Seller may determine from time to time. In consideration for the services to be performed by the Seller under this clause, the Purchaser agrees and undertakes to pay to the Seller an administrative fee detailed in 'Clause 7' of the terms and conditions of payment set out therein.

5. Voetstoots

The Purchaser agrees that the Portion/s is sold voetstoots, and that the Seller is not bound by any warranties, representations, undertakings or the like, express or implied, with regard to the Portion/s or the Coin/s save those set out in this Agreement.

BROKER: _____

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6. Disposal or Encumbrance of the Portion

- 6.1 The Purchaser hereby undertakes to inform the Seller by means of furnishing 7 (seven) days written notice to the Seller's Domicilium of his intention to encumber the Portion/s by any means whatsoever, prior to encumbering the Portion/s. In the event that the Purchaser intends encumbering the Portion/s by any means whatsoever, and subsequent to notice as envisaged in this clause being given to the Seller, the Seller shall have an irrevocable right, for a period of 7 (seven) days from date of receipt of notice envisaged in this clause, to purchase the Portion/s from the Purchaser, at an amount to be agreed upon between the Parties. In the event that no agreement can be reached between the Parties as to the purchase price of the Portion/s within the period of 7 (seven) days, then the Seller's irrevocable right to purchase the Portion/s shall lapse. The Purchaser undertakes not to encumber the Portion/s by any means whatsoever until the expiry of the period of 7 (seven) days within which the Seller may elect to exercise its irrevocable right to purchase the Portion/s as envisaged in this clause, subject to the provisions of clause 10 (ten) of this Agreement.
- 6.2 Should the Purchaser elect to dispose of or transfer ownership of the Portion/s or any part thereof in any manner whatsoever, the Purchaser hereby undertakes to inform the Seller of his intention to dispose of or transfer ownership of the Portion/s or any part thereof by means of furnishing 7 (seven) days written notice to the Seller at the Seller's Domicilium of his intention prior to the disposal or transfer of the Portion/s or any part thereof. Such notice shall include full details of the disposal or transfer, including but not limited to complete details of any person, estate or entity acquiring the Portion/s and shall include a copy of the agreement envisaged in clause 6.4 below.
- 6.3 Should the Purchaser elect to dispose of the Portion/s or any part thereof by means of an agent or by means of agency agreement, broker or brokering agreement, the Purchaser agrees to and hereby mandates the Seller as sole agent or broker as the case may be, to attend to all things necessary to source potential purchasers of the Portion/s or any part thereof, facilitate the purchase and sale of the Portion/s or any part thereof or attend to brokering activities, and all things necessary and ancillary thereto, against the Seller's commission or fees, in terms of the Seller's standard agency or brokerage agreement as may be amended from time to time, in place at time of the Purchaser's election as envisaged in this clause.
- 6.4 Should the Purchaser elect to dispose of or transfer ownership of the Portion/s or any part thereof in any manner whatsoever, the Purchaser hereby undertakes to incorporate the terms of this Agreement into an agreement, notwithstanding whatsoever form the disposal or transfer may take, binding the recipient or purchaser of the Portion/s that the Purchaser has elected to dispose of or transfer ownership of, to the same terms and conditions of this Agreement, in particular, binding the recipient or purchaser to the Seller for the performance of the same obligations, under the same terms and conditions, that the Purchaser has in terms of this Agreement to the Seller. The Purchaser undertakes to disclose the contents of this Agreement to the recipient or purchaser prior to effecting disposal of or transfer of ownership in the Portion/s. Should the Purchaser fail to abide by the contents of this clause, the Purchaser hereby assumes liability for the payment of the administrative fee as envisaged in clause 4.3 until such a time as the recipient or purchaser or their successors in title assumes liability there for.

7. Disclaimer and Warranty

The Purchaser acknowledges that he is fully acquainted with the Investgold Co-ownership Plan and is bound by the Terms and Conditions, which also includes Annex "C" (Investgold PTY LTD Standard Terms & Conditions), of which both were presented and explained to him/her) thereof. The Purchaser further acknowledges that he is fully acquainted with the rights and duties of co-ownership in the Portion/s and or Coin/s and has an informed understanding of the business of the purchase and sale of valuable Coin/s generally. The Seller is not an authorised financial services provider and does not deal with or in financial products as envisaged in FAIS. The Portion/s or the Coin/s is not a financial product as envisaged in FAIS. The Investgold Co-ownership Plan is not a collective investment scheme as envisaged in the Collective Investment Schemes Control Act 45 of 2002. The Seller is not a financial planner and does not furnish advice or act as an intermediary as envisaged in FAIS. The Seller maintains an existing insurance policy covering the risk in all Coin/s held in repository with or by the Seller. This Agreement does not constitute the purchase of any new long or short term insurance policy. This Agreement constitutes the purchase and sale of the Portion/s. The purchase and sale of the Portion/s does not constitute the subscription for or transfer of shares in a company, interest in or to a close corporation, trust or co-operative. An Administrative Fee will be charged by Investgold twice a year in the months of January and July. The Administrative Fee will be calculated on the first day of the applicable month (January & July). An Administrative Fee of 0.6% of the selling price at that time of all portions must be paid to Investgold by the Purchaser within 30 days after an invoice was generated by Investgold. An increase in the Administrative Fee may be levied by Investgold to cater for any fluctuation or increase in expenses from external factors. Investgold will notify all participants in the Investgold Co-ownership Plan one month prior to any such increase being implemented. Notwithstanding any periodic increases of the Administrative Fee, the Administrative Fee may not exceed 1.2% of the value of the selling price of any portion at any time during the duration of the agreement. The Purchaser acknowledges and warrants that he is aware of and understands the contents of this clause.

8. Breach

Should either Party commit a material breach of this Agreement and fail to remedy such breach within 14 (fourteen) days of written notice requiring the breach to be remedied, then the Party giving the notice will be entitled, at its option, either to cancel this Agreement and claim damages or to claim specific performance of all the defaulting Party's obligations, together with damages, if any, whether or not such obligations have fallen due for performance.

9. Whole Agreement

- 9.1 This Agreement constitutes the whole of the Agreement between the Parties relating to the subject matter thereof, and no amendment, alteration, addition, variation or consensual cancellation will be of any force or effect unless reduced to writing and signed by the Parties.

BROKER: _____

CLIENT INITIAL: _____

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10. Waiver

No waiver of any of the terms and conditions of this Agreement will be binding for any purpose unless expressed in writing and signed by the Party giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Notice and Domicilium

11.1 The Parties select as their respective domicilia citandi et executandi for the purpose of legal proceedings and for the purposes of giving or sending any notice provided for or necessary in terms of this Agreement, the following addresses –

Seller: JHB Office: Ground Floor, Knox Titanium Vault Building, 1 River St,
Killarney, JHB
Tel: 011 486 2050
Fax: 011 486 2150

Purchaser: _____

Telefax: _____

or such other address or telefax number as may be substituted by notice given as required. Each of the Parties will be entitled from time to time to vary its Domicilium by written notice to the other to any other address within the Republic of South Africa which is not a post office box or poste restante.

11.2 Any notice addressed to a Party at its physical or postal address will be sent by prepaid registered post, or delivered by hand, or sent by telefax.

11.3 A notice will be presumed, unless the contrary is proved, to have been given –

- 11.3.1 if posted by prepaid registered post, 5 (five) days after the date of posting thereof;
- 11.3.2 if hand delivered during business hours on a business day, on the day of delivery;
- 11.3.3 if sent by telefax, on the first business day following the date of sending of such telefax.

12. Costs

Each Party will bear its own costs of and in connection with this Agreement. Any other costs and charges necessary to give effect to this Agreement will be paid by the Purchaser.

SIGNED at _____ on this _____ day of _____ 20____.

Witnesses:

1 _____

2 _____

(Signatures of witnesses)

(Signature of Purchaser)

SIGNED at _____ on this _____ day of _____ 20____.

Witnesses:

1 _____

(BROKER)

2 _____

(Signatures of witnesses)

(Signature of Seller's duly authorised representative)

BROKER: _____

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