



PURCHASE AND SALE AGREEMENT WITH DEPOSIT

For a 999,9 investment gold bar the total weight of which is..... gramm (hereinafter – gold bar), that is concluded between a Company: **RI GROUP LTD**, registration number: 2016/ 147094/07, address: 1 OAK COURT, CALEDON STREET, SOMERSET WEST, WESTERN CAPE 7130, (hereinafter –the Seller), from one hand, and

1. The undersigned acting as the Buyer wishes to buy an investment gold bar (the manufacturer specifies that the purity of this gold bar shall be at least 999.5/1.000) in the framework of this contract on the following terms:

Appendix No. 1 is an integral part of this agreement.

1.1. The Buyer acknowledges that the Buyer is familiar with the gold bar selection range, obtained information about characteristics and selling price offered by the Seller of the gold bar. **The selling price of the ordered gold bar is specified on the web site (www.1rig.pro)** as publicly available published price as of the date of this contract execution by both Parties. The gold bar prices on the web site are regulated based on the daily London fixing by LBMA. When the Buyer’s order is received, the system shall automatically check the full price of the order based on the gold bar selling price which is published on the web site and updated several times a day.

1.2. The Buyer has read the contract and acknowledges that the parameters of the selected gold bar conform to the Buyer’s requirements and hereby accepts the specified price of the gold bar.

1.3. The Buyer is aware that the price of the selected gold bar does not include the cost of payment processing, customs clearance, storage and transportation to the location specified by the Buyer.

2. The Buyer shall make a deposit to the Seller:

At the time of signing the agreement, the buyer shall pay for the following bars:

.....

The cost of gold bars is \$.....

The amount of deposit is \$.....

2.1 The Seller undertakes to lock in the price for the gold bar selected by the Buyer for 60 calendar days from the moment the deposit is made. The Buyer undertakes to pay the full cost

of the bar no later than 60 calendar days from the moment the deposit is made under this contract.

2.2 The order shall be deemed placed as soon as the Buyer clicks the button “I accept the contract terms” on the company’s web site.

2.3. The parties are familiar with the legal aspects of the term Deposit.

2.4. The Buyer acknowledges that the deposit is a part of gold bar price and shall not be refunded in case of failure to pay the full price of the selected bar within the timeframe stipulated by clause 2 hereof.

2.5 Should the Seller fail to fully comply with the contract terms, the Buyer shall be repaid the deposit amount in double.

2.6 This contract shall become void should the Buyer fail to comply with the payment due date specified in clause 2.1 hereof.

3. The Buyer shall transfer the deposit amount to the Seller’s bank account within 2 days after order placement.

3.1 The Seller may rescind the contract should the Buyer fail to comply with the deposit due date as stipulated by clause 3 hereof.

3.2 The amount of payment under the contract is.....

3.2.1 The Seller has the right to accept this offer and, in accordance with the agreed terms, provide the Buyer with the opportunity to additionally purchase gold. In this case, the conditions and prices for additional purchases of gold will be formed in accordance with market conditions at the time of provision of this offer.

3.2.2 If this agreement expires and the parties enter into an additional agreement, the parties confirm their agreement to the following:

a) full and unhindered fulfillment of all obligations arising from this agreement remains in force until the moment of fulfillment.

b) any additional conditions that do not contradict the provisions of this agreement may be included in the additional agreement by agreement of the parties.

c) the rights and obligations of the parties provided for in this agreement continue to apply until all obligations set forth in this agreement and in accordance with the additional agreement are fully fulfilled.

d) the amounts of all previous deposits made in accordance with the amendments thereto will be summed up and deducted from the total cost of the purchased gold bar upon its acquisition. In this case, the calculation and sale of gold is carried out according to the largest paid gold bar. This means that the Buyer has the right to use previously paid deposits as part of the payment for the purchase of gold, in accordance with the terms of this agreement and previous agreements between the parties.

When calculating the cost of the purchased bullion, all previous deposits of the Buyer are taken into account, and their amount is subtracted from the total cost of the purchased gold (sale and calculation for the largest bullion by weight).

e) the buyer undertakes to provide full information about all previous deposits to ensure the correct calculation of the purchase price.

4. The payment receipt shall specify the number of the Buyer's order.

5. Once the deposit is made, the Buyer shall be entitled to participate in the Company's advertising & bonus program and receive remuneration for successful advertising of the company's gold bars. The terms of participation into the program are described at the company's web site in the section Business Opportunities and in the Agreements on Participation in Affiliate Bonus –marketing Program

6. The Buyer may hand over the purchased gold bar for storage at the specialized storage facility of the Seller's company.

6.1 The gold bar shall be stored for free at the storage facility of the Seller's company for 60 calendar days. The countdown of the free storage period shall start from the date of the full payment for the selected gold bar.

6.2 The Buyer must collect the gold bar kept at the free storage facility within 2 weeks after expiration of the deadline stipulated by clause 6.1 hereof. A notification about expiration of the free storage period shall be sent to the e-mail and to the Buyer's back office.

6.3 The payment for gold bar storage at the specialized storage facility shall be 1.2 % of the total value of the gold bar per annum or 0,1% of the total value of the gold bar per month.

6.4. Payment for the gold bar storage services shall be made on the 1st day of each month via the payment systems specified on the Seller's web site.

6.5. If the Buyer fails to collect the gold bar from the Seller within the timeframe specified by para 6.1, the Seller shall assume that the Buyer has agreed to hand over the gold bar for fee-based storage and the Seller shall be entitled to apply para 6.3 hereof.

6.6. If the Buyer fails to pay for the gold bar storage in due time, after prior notification of the Buyer using the Communication Means the Seller shall be entitled to sell the gold bar in its storage at the free price in compliance with the procedure established by the effective regulatory acts. The Seller shall be entitled to in the first place withhold the costs of gold bar back sale from the amounts obtained through the back sale of the gold bar in compliance with the procedure established by this clause.

6.7. The Buyer wishing to collect the gold bar and terminate its storage may notify the Seller's company accordingly by personally appearing at one of the official offices of the Seller's company at the addresses specified on the company's web site or by sending corresponding instructions to the official e-mail address of the Seller specified on the Seller's web site. The time and place of gold bar handover shall be coordinated with the Buyer under a separate agreement using the communication means after submission of corresponding instructions to the company.

6.8. The gold bar shall be handed over to the Buyer at the Storage Facility premises.

6.9 At the moment of gold bar collection, the Buyer shall sign the corresponding gold bar handover and acceptance certificate. When accepting the gold bar, the Buyer must check the volume of the gold bar being handed over and its identification data.

7. The Company shall not accept for storage the gold bar which was previously handed over to the Buyer.

8. Depending on the selected gold bar option, the Seller undertakes to send the gold bar to the address specified by the Buyer in accordance with the list of countries specified on the Seller's web site.

9. The Buyer shall have the possibility to receive the purchased bar via insured mail. The price of delivery by insured mail shall be determined according to the tariffs of transportation companies or express mail.

10 The delivery period depends on the destination country.

10.1 The Buyer shall bear all the costs associated with delivery and receipt of purchased gold bar.

11. The Buyers residing in the countries where precious metals are subject to the value added tax (VAT) and import tax shall be fully responsible for:
Payment of any VAT, taxes and levies; and for Arrangement of order delivery.

12. The Buyer shall be entitled to sell back the gold bar purchased from the Seller at the buying price specified on the web site www.1realgold.com as of the selling date.

12.1. The Buyer may sell back the gold bar purchased from the Seller provided that it was not handed over to the Buyer and was continuously kept by the Seller.

12.2. In the framework of the gold bar back sale the Buyer may at any time obtain from the Seller information on the buying price at the moment of sale.

13 The grounds for determination of the gold bar selling price at which the Seller sells the gold bar shall be the variation of the gold market value only; no other possible factors of revenue increase are considered in the sale process.

The Company draws your attention to the fact that gold the bar price may vary both within a small or considerable range. Procurement and trading operations with the gold bars may be risky since decrease in the gold prices and currency exchange rate drop may cause financial damages.

14. The Parties shall be relieved of liability for partial or complete non-performance hereunder if such non-performance was caused by circumstances of extreme or unavoidable nature (force majeure).

14.1 If any force majeure circumstances which prevent the performance of either party hereto occur, the affected party must notify the other party within 3 days after occurrence of such circumstances; in this case the timeframe for performance hereunder shall be extended proportionally to the duration of such circumstances.

15. This agreement is concluded electronically. The parties acknowledge and accept the obligations under this agreement. The agreement enters into force upon payment of the deposit to the seller's account or electronic wallet.

15.1 The parties agree that signed copies of this agreement, including its appendices and amendments, signed using electronic signatures or scanned copies of signatures, are considered legally valid and have the same force as original signatures on paper.

15.2 Electronic copies and scanned copies of signed documents will be treated as originals in legal and other official proceedings.

15.3 Each party confirms its consent to the use of electronic signatures and scanned copies in the performance of this agreement.

16 The Buyer shall print this contract, sign it and send to the Seller by post. The address is specified on the Seller's web site.

17. The parties agreed that their relations hereunder shall be governed by the law of Cape Town, Republic of South Africa.

Date of signing

Place of conclusion of the contract:

Cape Town, Republic of South Africa.

APPENDIX No. 1

I hereby, [Your First Name and Surname in handwriting
.....], I confirm my understanding and agreement with the terms of the deposit, contract or agreement concluded between me and the company [**RI GROUP LTD**] [agreement number,

I am fully aware that fulfilling the terms of the contract is of paramount importance to me.

I also acknowledge and accept that in the event of non-fulfillment of the terms of the contract, the funds paid as a deposit under this contract are non-refundable.

This receipt expresses my full agreement with the above terms and conditions and I undertake to fulfill my obligations under the contract.

[Name]:

[Signature]:.....