

Troy Gold Consolidated (Pty) Ltd

Reg. No.:

2019/0278/41

Physical Address:

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www.troygold.app

1) GENERAL

1. Troy Gold Consolidated (Pty) Ltd ("Troygold") is a registered credit provider (NCRCP 12342).
2. The loan is made available to the Borrower by using the Borrower's gold holdings as collateral for the loan. The Borrower pledges and cedes the gold holdings to Troygold as security for repayment of the loan and monthly interest payments.

2) LENDING CRITERIA

1. The Borrower must be a South African resident or registered entity to qualify for the loan.
2. The loan is calculated based on the value of the Borrower's gold holdings at the time of application. The loan is a fixed amount. Should the loan amount rise to above 75% of the value of the Borrower's gold holdings used as collateral, the Borrower will be liable for covering margin requirements.

3) AGREEMENT

1. The Borrower will be required to digitally accept and agree to the terms and conditions as set out in the Loan Agreement, after which the Borrower will have immediate access to the loan funds.

3) MARGIN REQUIREMENTS

1. Should the loan amount rise to above 75% of the value of the Borrower's gold holdings, the Borrower will be liable for covering the margin requirements of Troygold. These scenarios could include but is not limited to declining market conditions.
2. A margin call means that Troygold is authorised to sell the gold held in the Troygold account of the Borrower to reduce the loan amount to an amount equal to or less than 75% of the value of the collateral gold holdings.
3. Margins calls will take place from 12h00 on all trading days. The Borrower will be contacted via e-mail and given 2 days to fulfill the margin call. Troygold reserves this right to sell the gold should the Borrower fail to fulfill the margin call. Margin calls are executed at the spot price of gold less 10%.
4. The system will not permit clients to withdraw amounts greater than 75% of the value of the collateral as set out above.

4) FEES, INTEREST & REPAYMENT

1. The loan term is 1 month, subject to what is stated in paragraph 2 below.
2. After expiry of the loan term the term will automatically be extended on a calendar month-by-calendar month basis until either party has given 1 calendar month's written notice to the other that it wishes to terminate the Loan Agreement.
3. Interest is charged as follows,
 - 3.1. Interest of 1.99% per calendar month, charged on a full calendar month basis. This rate varies with the change in the prime rate.
4. Repayment of the capital balance is required at the end of the relevant loan term while interest and fees are payable monthly.
5. Should the capital balance not be repaid at the end of the relevant loan term Troygold will be entitled to sell the Borrower's gold holdings and retain all the proceeds of the sale in settlement of the Borrower's obligations under the loan agreement.
6. Interest on the loan amount is payable monthly and is charged at a fixed percentage rate for the duration of the term.
7. Should the interest amount due not be paid by the Borrower within 14 days after falling due, the Borrower will be liable for covering the interest requirement.
8. An interest call means that Troygold is authorised to sell the gold held in the Troygold account of the Borrower to cover the unpaid interest amount.
9. The Borrower will be contacted via e-mail and given 2 days to fulfill the interest call. Troygold reserves this right to sell the gold should the Borrower fail to fulfill the interest call. Interest calls are executed at the spot price of gold less 10%.
10. Gold sale transactions as and when interest and margin calls are executed are subject to VAT and the DRC Regulations if the Borrower is a registered VAT vendor.