

Forward Gold Purchase & Streaming (Template)

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MASTER DEFINITIVE FORWARD GOLD PURCHASE AND STREAMING AGREEMENT

This Master Forward Gold Purchase and Streaming Agreement (the "Agreement") is dated as of [Effective Date], by and between:

PURCHASER: DGX Mine Streaming Capital Corp, an autonomous corporate division of DGX Global Holdings ("DGX" or "Purchaser"); and

SELLER / OPERATOR: [Mining Corporation Name], a corporation duly organized under the laws of [Jurisdiction], with primary operations at [Mining Concession Name] ("Seller" or "Operator").

RECITALS

WHEREAS, Operator holds 100% legal and beneficial title to the mining concessions, mineral claims, permits, and processing infrastructure described in Schedule A hereto (the "Concession"); and

WHEREAS, Operator has established certified Proven and Probable (P&P) mineral reserves under Canadian National Instrument 43-101 and US SEC Regulation S-K subpart 1300; and

WHEREAS, Purchaser desires to provide non-dilutive development and equipment capital to Operator in exchange for a perpetual forward production stream of physical refined gold delivered at a fixed purchase price;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I: DEFINITIONS & REQUISITES

- **"All-In Sustaining Costs" (AISC):** The total production cost per ounce as defined by the World Gold Council.

- **"Committed Stream Percentage"**: Fifteen percent (15.0%) of all gross physical gold produced from the Concession during the Life of Mine.
 - **"Fixed Purchase Price"**: Seven Hundred Fifty United States Dollars (\$750.00 USD) per Fine Troy Ounce of Refined Gold, payable upon delivery.
 - **"Good Delivery Bar"**: A gold bar meeting the London Bullion Market Association (LBMA) standards with minimum 99.99% fineness.
 - **"Qualified Person" (QP)**: An independent geologist as defined in NI 43-101 and Item 1300 of Regulation S-K.
 - **"Upfront Deposit"**: The initial capital advance of [Twenty-Five Million Dollars (\$25,000,000 USD)] disbursed pursuant to Section 2.01.
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ARTICLE II: ADVANCE PAYMENT & DISBURSEMENT

- **Section 2.01 (Initial Advance)**: Subject to the perfection of first-priority security liens under Article V, Purchaser shall wire the Upfront Deposit into Operator's designated capital expenditure escrow account.
 - **Section 2.02 (Use of Proceeds)**: The Upfront Deposit shall be restricted strictly to equipment procurement, mill circuit expansion, and infrastructure development set forth in the Approved Mine CAPEX Schedule.
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ARTICLE III: DELIVERY & PRICING MECHANICS

- **Section 3.01 (Delivery Obligation)**: On or before the tenth (10th) business day following the end of each calendar month, Operator shall cause to be delivered to Purchaser's account at an Accredited Swiss Refinery (an accredited LBMA refinery) Good Delivery gold bars representing the Committed Stream Percentage of gross doré produced.
 - **Section 3.02 (Cash Settlement of Purchase Price)**: Upon confirmation of assay and receipt of Good Delivery bars by the refinery, Purchaser shall transfer to Operator the Fixed Purchase Price of \$750.00 per delivered ounce.
 - **Section 3.03 (Net Settlement & Token Minting)**: Delivered bars shall be enrolled into the DGX Sovereign L1 registry via `MiningStreamingForge.sol`, generating 1:1 allocated DGX Bullion Tokens.
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ARTICLE IV: OPERATIONAL COVENANTS & AUDIT RIGHTS

- **Section 4.01 (Continuous Reserve Audits)**: Operator shall furnish annual updated SEC S-K 1300 / NI 43-101 Technical Report Summaries prepared by an independent QP. The Coverage Ratio (P&P Reserves divided by Total Committed Stream) shall not fall below 2.50 to 1.00.
 - **Section 4.02 (Insurance Obligations)**: Operator shall maintain comprehensive commercial property, casualty, inland marine (ore-in-transit), and environmental liability insurance naming Purchaser as additional loss payee until physical delivery into Purchaser's depository vault.
 - **Section 4.03 (IoT Integration)**: Operator shall permit installation of DGX IoT sensor oracles at crushing and leaching circuits to provide automated real-time throughput telemetry.
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ARTICLE V: COLLATERAL, SECURITY & REMEDIES

- **Section 5.01 (First-Priority Security Interest):** As security for Operator's delivery obligations, Operator hereby grants Purchaser a first-priority security interest and commercial lien under UCC Article 9 in all minerals, ore stockpiles, concentrate, tailings, and proceeds thereof.
 - **Section 5.02 (Events of Default):** Default occurs upon failure to deliver for two consecutive months, insolvency, or breach of the 2.50x reserve coverage threshold. Upon default, Purchaser may take immediate possession of stockpiles and enforce tripartite refinery agreements.
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ARTICLE VI: MISCELLANEOUS

This Agreement is governed by the laws of the State of Delaware. Any dispute shall be settled by binding arbitration before JAMS in Wilmington, Delaware.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

DGX MINE STREAMING CAPITAL CORP

By: _____

Title: Managing Director

MINE OPERATING COMPANY

By: _____

Title: President & Chief Executive Officer