

Contract # 20180329-1

This Agency Contract (hereinafter referred to as the «Contract») is made and effective on **this 29th day of March, 2018**

Between

Cyber Bridge OU, a company incorporated under the laws of the Estonia with registered office at Narva mnt 7-353, Tallinn city, Harju county, Estonia, 10117(hereinafter referred to as the «**Company**»)

-and-

GoldMint PTE. Ltd., a company incorporated under the laws of the Singapore with registered office at 1100 Lower Delta Road , 02 – 05 EPL Building, 169206 Singapore(hereinafter referred to as the «**Agent**»)

WHEREAS, the Company desires to appoint and engage the Agent as its lawful agent and representative to perform the Services described hereunder;

WHEREAS, the Agent agrees to represent the Company and perform such Services in the territory;

NOW, THEREFORE, in consideration of the above recitals, mutual promises and conditions contained in this Agreement, the Parties hereto agree as follows:

1. Appointment

The Company hereby appoints the Agent as its exclusive and sole agent, acting on behalf and at the expense of the Company, for performing in the territory and upon the terms and conditions contained under this Agreement the following:

- to purchase or sell within 5 (five) Business day since receipt of the request for such purchase (hereinafter Agent's Trading Order) from the Company through e-mail the physical gold or gold futures or any other derivative with gold as underlying asset at Chicago Mercantile Exchange (<http://www.cmegroup.com/>) and/or at Singapore Exchange (<http://www.sgpmx.com/>);
- to arrange storage of the physical gold (if needed either in accordance with the Exchanges rules or in accordance with the Company's order and requirements);
- to organize delivery (if needed) upon Company's request;
- to communicate with representatives of brokers and stock exchanges, during and for execution of the assignments in accordance with the current Contract;
- to organize and participate in all required financial flows and execution of payments.

2. Trading Order&Business Day

2.1 Unless otherwise provided herein, a Trading Order shall contain the following mandatory details:

- the date on which the Trading Order should be supplied to the Agent;
- type of operation: "buy" or "sell";
- name of the issuer of the Futures or any other Derivative;
- quantity of Gold, Gold Futures or any other Derivative;
- price or yield of one Security of each issue. If a Trading Order does not specify the price or yield of there specify trading transaction, it shall be deemed given for execution by the Agent "at the current market price", i.e. at the price effective on the current Trading Day at the time of execution of such Trading Order;

2.2 Trading order deemed duly provided if it is transferred via e-mail to/from e-mail addresses appointed by the parties in art.17 hereof.

2.3 Any Trading Order to buy shall be executed only to the extent there were sufficient funds to perform such Trading Order (including payment of the relevant commission fees and expenses referred at the Point 7 of the current Contract) as of 6:00 p.m. Singapore time, on the Business Day preceding the day on which the Trading Order is to be executed:

2.4 Trading Order shall be valid for five Trading Days only. Any Trading Order that is not executed by the end of the fifth Trading Day since the date it was issued shall cease to be Effective.

2.5 "Business Day" means:

(1) in relation to a payment in any currency, a day on which commercial banks and relevant clearing systems effect the payments of such currency in accordance with the standard practice of the respective currency and financial market;

(2) in relation to the delivery of securities, derivatives, gold a day on which the delivery of respective financial instrument initial asset is performed in accordance with the standard practice or rules of the relevant payment or clearing system; and

(3) in relation to any other provision of this Contract - a business day in Singapore.

3. Territory

The territory assigned to the Agent by the Company shall consist of: worldwide (the «territory»)

4. Term

This agreement shall commence on the date above written and shall continue for a period of 1(one) year. Thereafter this Agreement shall be automatically renewed for successive terms 1 (one) year unless either party gives 30 days written notice to the other party prior to the expiration of the original term or any renewal term specifying its intention not to renew.

5. Exclusivity

The parties hereby agree that the Agent will work on exclusive basis, as Exclusive Agent responsible for the overall execution of engagement in accordance with the current Contract. At the same time Agent may engage any other Company for current Contract instructions execution without prior approval by the Company, however for engaging any contractor for execution of services entering abroad scope of the current Contract written approval of the Company shall be obtained.

6. Expenses

The Agent should be reimbursed for all pre-approved reasonable expenses incurred in the performance of obligations incurred pursuant to this agreement.

7. Commission

The Agent shall receive a fee of (0.1)% of the volume of executed buy or sell transactions at the Exchanges on behalf of the Company.

8. Payments

8.1 All payments made under this Contract are quoted and shall be made in United States Dollars. In the event that any payment is received by the Agent net of wire transfer fees, currency conversion charges or other fees or charges of whatever type or nature and whether imposed by the Company's financial institutions Company shall be responsible for all such fees and charges.

8.1. All purchase transactions at the Exchanges shall be duly funded in accordance with the issued Trading Orders by the Company and in accordance with point 2.2 of the current Contract;

8.2. All other engagements and expenses within the execution of the current agreement shall be funded beforehand, i.e. not later than 3 (three) business days before the execution of the payment to the agent's subcontracted third party in accordance with agreements concluded by the Agent on behalf of the Company.

8.2 All Agents' commissions shall be due and payable to Agent within (15) calendar days after all payments is received by or credited to the Company.

9. Inspection of Records

The payment of commission shall be accompanied by a statement reflecting volume of executed transactions, which the Company is accountable to Agent. All accounting records of the Company pertaining to the Services of the Agent shall be subject to inspection at any reasonable time, during regular office hours, by the Agent or authorized representative of said Agent.

10. Termination

(a) This Agreement can be terminated by either party upon giving a 30-day's written notice of termination to the other party.

(b) The Company may terminate this Agreement in the event of the Agent's breach of contract, insolvency, bankruptcy, liquidation, death, or disability of the Agent

(c) The Agent may terminate this Agreement if the Agent becomes bankrupt or commits a material breach of the Agreement.

11. Intellectual Property

Subject to the terms of this Agreement, Agent acknowledges and agrees that all copyrights trademarks and service marks and rights in the name of or licensed to Company shall be and remain the sole and complete property of Company and the Agent shall not at any time acquire or claim any right, title or interest of any nature in any such copyright, trademark or service mark by virtue of this Agreement.

12. Independent Contractor

Agent agrees that nothing contained herein shall be construed to create the relationship of employer and employee between Company and Agent, or any sub-agent of Agent.

13. Indemnification

Either party agrees to hold harmless and to indemnify the other against all costs, claims or demands that may be made against it arising from the negligence of any kind by such party in connection with this Agreement.

14. Limitation Of Liability

IN NO EVENT SHALL THE PARTIES HAVE ANY LIABILITY TO THE OTHER UNDER THIS AGREEMENT OR OTHERWISE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION THIS AGREEMENT OR WITH ANY SERVICES OR MATERIALS PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Force Majeure

«Force Majeure» means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any typhoon, Earthquake, volcano eruption, flood or other form of natural catastrophe or Act of God; any strike, lock-out or other form of industrial action; any acts, restrictions, regulations, By-laws, prohibitions, requisitions or measures of any kind on the part of any Governmental, parliamentary or local authority; and any war, civil commotion, insurrection, embargo or other acts of third parties);

Neither party shall be deemed to be in breach of this agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party; and the time for performance of that obligation shall be extended accordingly.

If the Force Majeure in question prevails for a continuous period of six (6) months, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and equitable.

16. Successors and Assigns of Parties

This Agreement shall be binding upon and inure to the benefit of the executors, personal representatives, heirs, devisees, legatees, successors and assigns of the parties hereto provided that, any assignment of this Agreement shall be subject to the prior written approval of the other party which approval shall not be unreasonably withheld.

17. Notices

All notices, correspondence, writings, statements or other communication required or permitted to be given hereunder by either of the parties to the other of them shall be given, made or communicated, as the case may be, by personally delivering the same, by telex, telegram or electronic facsimile transfer, or by registered or certified mail, first-class, postage prepaid, return receipt requested, addressed to the recipient as follows:

TO THE COMPANY:

TO THE AGENT:

Both parties reserve the right to change the address of service at any time, with notice in writing to the receiving party.

18. Governing Law & Dispute Resolution

This Agreement shall be construed under the laws of the State of Estonia. Any controversy or claim arising out of or in relation to this Agreement or the validity, construction or performance of this Agreement, or the breach thereof, shall be resolved by arbitration in accordance with the rules and procedures of the (arbitration) under its jurisdiction in Estonia before a single arbitrator. The parties shall have the right to engage in pre-hearing discovery in connection with such arbitration proceedings. The parties agree hereto that they will abide by and perform any award rendered in any arbitration conducted pursuant hereto, that any court having jurisdiction thereof may issue a judgment based upon such award and that the prevailing party in such arbitration and/or confirmation proceeding shall be entitled to recover its reasonable attorneys' fees and expenses. The arbitration award shall be final, binding and non-appealable.

19. Amendment

This Agreement contains the entire agreement between the parties hereto. It supersedes any prior agreement. This Agreement cannot be canceled, altered, modified, amended, or waived in part or in full in any way except by an instrument in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first written above.

20. Addresses and banking details of the parties

Agent:

GOLDMINT PTE. Ltd.

Reg. No. 201719804N

Singapore 169206 1100 Lower Delta Road #02-05 EPL building

Company:

CyberBridge OU

Reg.No. 36655005

Republic of Estonia, 10117, Tallinn, Harju county, Narva mnt 7-353

By: _____

AGENT

NAME OF AUTHORIZED PERSON

TITLE OF AUTHORIZED PERSON

By: _____

COMPANY

NAME OF AUTHORIZED PERSON

TITLE OF AUTHORIZED PERSON