

**AGREEMENT TERMS BETWEEN:**

KEY CAPITAL CORPORATION OF 4300 N MILLER ROAD, SUITE 230, SCOTTSDALE, ARIZONA 85251 (SELLER) AND CRYPTO INVESTOR, INC. FOR AND ON BEHALF OF GOLDCRYPTO TOKENHOLDERS OF 16 HUTSON STREET, BELIZE CITY, BELIZE (BUYER).

THIS 21<sup>ST</sup> DAY OF NOVEMBER 2017

**WHEREAS:**

BUYER is the Service Operator/Administrator for the interests of a new cryptocurrency known as GoldCrypto or AuX Tokens.

SELLER has a core team with experience and expertise in the resource industry and particularly in the gold mining sector.

BUYER wishes to secure the provision of gold bullion on an ongoing basis and on a deal by deal basis in accordance with the terms herein.

SELLER agrees to provision the supply of the gold bullion through its negotiated mining joint ventures in accordance with the terms herein.

**THE PARTIES HERETO AGREE AS FOLLOWS:**

The provision of the Product shall in each case be through pre-purchase agreements that provide for a maximum of 25% of the assessed recoverable gold from any mining operation to be purchased through pre-payment arrangements. The purchase price shall be the greater of US\$600 per ounce or 40% of the 3-month average gold price as posted daily by the London Metals Exchange.

1. SELLER will secure and arrange supply of the Product as from date of first payment installment on each specific project pre-purchase agreement.
2. Supply of the Product will be in shipment amounts as to be agreed between the SELLER and the BUYER and in such bullion denominations as to be agreed to between the SELLER and BUYER.
3. BUYER will arrange and provide payment in advance for the product for each project agreed to be proceeded in accordance with schedule of payment to be agreed to between SELLER and BUYER.
4. BUYER agrees to pay all transport and shipping costs and any required related shipment insurance.
5. BUYER and SELLER agree that this Agreement, although non-exclusive, shall be for an initial period of five years and that subject to mutual agreement may be extended for two further five-year terms.

## REPRESENTATIONS AND WARRANTIES OF THE SELLER

The SELLER represents and warrants as at the date hereof to the BUYER as follows and acknowledges that the BUYER is relying on such representations and warranties in connection with this Agreement for the pre-purchase of the Product.

**Organization:** The SELLER is a corporation duly incorporated and organized and validly subsisting under the laws of the State of Georgia, USA, and registered to do business in Arizona, and has the corporate power to own the property and to enter into this Agreement and to perform its obligations hereunder.

**Due Authorization:** The execution of this Agreement has been duly authorized, executed and delivered by the SELLER and constitutes legal, valid and binding obligations of the SELLER, enforceable against the SELLER in accordance with its terms.

**Title to the Product:** With regard to any project agreed to be progressed by the SELLER for the purpose of providing pre-purchased gold to the BUYER, the SELLER represents that the entitlement to the product is through agreement that provides (or will provide) the SELLER with a good and valid title to the product, free and clear of any encumbrances other than those encumbrances for which the SELLER is in the process to obtain all appropriate consents to the consummation of the transaction contemplated herein.

## REPRESENTATIONS AND WARRANTIES OF THE BUYER

The BUYER hereby represents and warrants as at the date hereof to the SELLER as follows and acknowledges that the SELLER is relying on such representations and warranties in connection with the BUYER'S pre-purchase of the product.

**Organization:** The product is being pre-purchased for and on behalf of the cryptocurrency holders of GoldCrypto and/or AuX Tokens through the BUYER acting as the Service Provider/ Administrator. The Service Provider/Administrator is a corporation duly incorporated and organized and validly subsisting under the laws of Belize and has the corporate power to own its property directly and/or on behalf of the CryptoGold AuX Token holders and to enter into this Agreement and to perform its obligations hereunder.

**Due Authorization:** The execution of this Agreement has been duly authorized, executed and delivered by the BUYER and constitutes legal, valid and binding obligations of the BUYER, enforceable against the BUYER in accordance with its terms.

## SURVIVAL OF REPRESENTATIONS AND WARRANTIES:

The representations and warranties contained herein will survive the completion of the delivery of any and/or all the pre-purchased gold from any or all pre-purchase agreements for a period of one year.

## GENERAL

**Independent Contractor:** This Agreement shall not constitute either party the agent or legal representative of the other party for any purpose.

**Entire Agreement:** The parties agree that this Agreement constitutes the entire Agreement between them and that the terms and conditions herein cannot be altered, amended or modified except in writing by the parties hereto. This Agreement supersedes all prior negotiations, agreements, and communications, written or oral, between the parties with respect to the subject matter hereof.

**Headings:** The headings in this Agreement are for convenience of reference only and shall not affect the construction or interpretation hereof.

**Further Assurances:** Each of the parties hereto will cooperate with the other and execute and deliver to the other parties hereto such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other party as necessary to carry-out, evidence and confirm the intended purposes of this Agreement.

**Successors and Assigns:** All obligations set forth in this Agreement will bind and inure to the benefit of the respective successors and permitted assigns of the parties whether expressed or not. This Agreement and any rights pursuant hereto shall not be assignable by the parties without the prior written consent of the other party

**Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of Belize. The parties hereto expressly agree that any dispute or controversy arising out of or relating to this Agreement including the interpretation, execution or breach thereof, arising in the course of or following its performance, shall be brought before a competent court located in Belize.

## ADDITIONAL COVENANTS

**Indemnity:** The BUYER agrees to indemnify and hold the SELLER, its affiliates, subsidiaries, and respective directors and employees (the "Indemnified KEY CAPITAL CORPORATION") harmless from and against any and all claims, losses, liabilities, damages, expenses and costs (including reasonable legal fees and court costs) which the Indemnified KEY CAPITAL CORPORATION may sustain or incur as a result of, in respect of, connected with or arising out of (i) any failure of the BUYER to perform or fulfill any covenant under this Agreement, at any time, (ii) any breach or inaccuracy of any warranty given by the BUYER under this Agreement or (iii) the Assumed Obligations.

**Invalidity:** If any of the provision contained in this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.

**Notices:** Any notice, report, demand, waiver, consent or other communication given by a party under this Agreement shall be in writing and shall be deemed to be duly given (i) when personally delivered, or (ii) upon delivery by overnight courier service which provides evidence of delivery or (iii) when 3 days have elapsed after its transmittal by registered or certified mail, postage prepaid, return-receipt requested, addressed to the party to whom directed at the party's address as it appears above or another address of which that party has given notice.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated above.

THE SELLER

THE BUYER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name