

ARCHEAN TOKEN – BAILMENT AGREEMENT TERMS AND CONDITIONS

1. TERMS

- 1.1 **Bailment Metals** means the physical metal that is subject to this agreement and have been bailed by the Bailor to the Bailee. Bailment Metal is described in Schedule 1 of this Agreement.
- 1.2 **Delivery** means the transfer of possession of Bailment Metals from the Bailee to the Bailor.
- 1.3 **Archean Token** means the cryptographic tokens developed and issued by Archean on the Ethereum blockchain that represents ownership of a specified amount of Bailment Metals.
- 1.4 **Bailor** means an individual or entity that holds ownership and/or title to an Archean Token.
- 1.5 **Bailee** means <entity>
- 1.6 **Sub-Bailee** means a third party that Archean decides to bail the Bailment metals to for the purposes of custody.
- 1.7 **Archean** means <entity>
- 1.8 **Ownership** means holding legal title to the Bailment Metals.
- 1.9 **Consideration** means fees/delivery cost owing to Archean for bailment services, pursuant to Schedule 1, Item 1 of this Agreement.
- 1.10 **Audit** means an annual audit of the Bailment Metals for the purposes of providing accurate information relating to the condition and quantity of the Bailment Metals.
- 1.11 **Minimum Delivery Amount** means the minimum amount of Bailment metals a Bailee can request to effect delivery.

2. ACKNOWLEDGEMENTS

- 2.1 These Terms and Conditions outlines the premise and use of the Archean Token. By continuing to own an Archean Token, you are indicating acceptance of these Terms and Conditions (“this Agreement”).
- 2.2 These terms and conditions (“**Terms**”) apply to the users who intend to own Archean Tokens and access the Bailment Services provided by the Company.
- 2.3 The Archean Token ecosystem is wholly operated and controlled by <entity>.
- 2.4 References in this Agreement to "Archean", "we", "our", "us", “The Company” or “Bailor” are to <entity>, depending on the context, and references to "you", "your" or “Bailee” are references to any owner or user of Archean Tokens, being the individual or entity with whom < > enters into this Agreement.
- 2.5 You further acknowledge that Archean may amend, modify, add to, or delete certain Terms and Conditions in this Agreement at our discretion. Such amendments, modifications, additions, or deletions apply to your use of the token, however right to ownership may never be removed. Whether you are aware of the changes or not, all subsequent transactions by you will be subject to the amended and most current Terms.

- 2.6 The tokens are intended for users who are at least 18 years of age. People under the age of 18 are not permitted to use or own Archean tokens.
- 2.7 Ownership of Archean Tokens is contingent upon your acceptance of these Terms. If you do not agree to the Terms contained in this document, you must not acquire Archean Tokens or if already acquired immediately reverse the transaction of acquisition of Tokens to the effect that you no longer possess Archean Tokens.
- 2.8 The following Terms constitute a binding agreement between you and <entity>.
- 2.9 By acquiring Archean Tokens, you acknowledge that you have entered into this agreement and that you have read, understood, and agreed to all the terms and conditions in this agreement, as changed at our discretion from time to time and you agree to be legally bound by these Terms.
- 2.10 You further represent and warrant that: (i) you are of legal age, in your jurisdiction, to enter into a binding agreement; and (ii) if you represent a corporation, governmental organization or other legal entity, you have the right, power and authority to enter these Terms on behalf of such corporation, governmental organization or other legal entity and to legally bind it to these Terms.
- 2.11 Upon acquiring Archean Tokens (“**Acquisition**”), you acknowledge that you will assume the role of “**Bailor**” whereas the Company the “**Bailee**” and any trusted third party appointed or authorised by the Company the “**Sub-bailee**”. You further acknowledge that you have read, understood, and accepted all the following Terms, as well as all the terms which are incorporated herein by reference.
- 2.12 You acknowledge that as an owner of Archean token(s) that you will visit the Archean website once every two weeks to check if there are any updates to this agreement.
- 2.13 All updates of this agreement will be disseminated via <website>.

3. BAILMENT ARRANGEMENT

3.1 Agreement to Bail

- (a) The Bailor and Bailee agree to be bound by the bailment arrangement pursuant to all inclusions set out in these Terms.
- (b) The Bailor is any individual or entity that possesses ownership of an Archean token.
- (c) The Bailee agrees to assume possession of metals corresponding to the Archean Tokens for Consideration detailed in schedule 1.
- (d) The Bailor may transfer ownership and rights attached to the Archean token to another individual or entity via the transfer of the Archean token, provided that the transferee agrees to this Agreement upon transfer.
- (e) Consideration shall be paid to Bailee by the Bailor upon request for delivery of physical metal.
- (f) Prior to delivery, the Bailor must complete Archean’s know you customer procedures. Failing to do so will result in Archean refusing delivery.
- (g) Upon request for physical delivery of metal the Bailor must transfer the relevant tokens and the corresponding amount to the Bailee.

- (h) The Bailor agrees to allow the Bailee to sub-bail any bailed Metals in their possession to another entity from time to time.
- (i) Whilst Bailment Metals are still located beneath the ground the Bailee may not request delivery unless they are willing to immediately fund the extraction of the Bailment Metals in a manner that does not adversely affect any other surrounding Bailment metals or the Company's operations.

3.2 **General Terms**

- (a) Archean Tokens are the tokens described in Schedule 1 of this Agreement.
- (b) Ownership of an Archean Token constitutes ownership in the corresponding physical metals.
- (c) No interest shall accrue in your favour of the metals that you own and have been bailed to the Company.
- (d) Archean will conduct an audit of bailment metals in their possession on an annual basis by an independent auditing firm.
- (e) Audits will be conducted on Bailment metals still located beneath the ground as well as refined metals stored within the relevant vaults.

3.3 **Period of Bailment**

- (a) The period of this Bailment Agreement is perpetual and will be fulfilled upon delivery of physical metals, the Company deciding to terminate this agreement or in the event of the Company entering into administration.
- (b) In the event this agreement is terminated without delivery of the Bailment Metals, title to the Bailment Metals shall survive this agreement and ownership may not be seized by a third-party entity. However, you must still maintain the token as proof of ownership upon the Company entering into administration.
- (c) The Terms shall take effect automatically and immediately upon acquisition of the Archean Token.
- (d) By owning an Archean Token, you agree to be bound by the Terms for the period you remain in possession of the Tokens to the date the termination of this agreement takes effect.

3.4 **Bailment Fees**

- (a) Consideration for the service of bailment is described in Schedule 1 of this Agreement, subject to review and amendments from time to time.
- (b) By using our Services, you agree to comply with Schedule 1, of which the fees are payable immediately upon the Bailor's request for possession.

4. **Delivery**

- 4.1 Delivery of physical metals constitutes the Bailor picking up the physical metal at Archean's registered address or any other address designated from time to time.

- 4.2 Archean has no obligation to deliver metals to your given address, however Archean may offer this service from time to time for an additional fee.
- 4.3 Delivery may not be requested for a term described in Schedule 1 of this agreement.
- 4.4 You are required to submit a written request with the Company for delivery of your Bailed Metals.
- 4.5 deliveries will be processed in 15 business days from the date when you submitted the written request for delivery.
- 4.6 Bailor agrees to the minimum delivery amounts described in Schedule 1.
- 4.7 If the Bailee requests for delivery, however they do not meet the minimum delivery amount, delivery will be refused.
- 4.8 Bailor must transfer the number of Archean tokens representing the Minimum Delivery amount to the Bailee's designated wallet address.
- 4.9 The Bailor who had undergone Archean's Know Your Customer Procedures must be the recipient for delivery. Bailor may not nominate a proxy to collect the bailed Metals on the Bailor's behalf.
- 4.10 On the day of collection, we may request that you present a form of national identification document for identity verification purposes.
- 4.11 The Bailee may refuse Delivery in the following circumstances:
 - (a) The Bailor has not met the minimum delivery amounts;
 - (b) The Bailor does not pay the relevant consideration;
 - (c) The Bailor does not comply with the Bailee's Know Your Customer Identification Process;
 - (d) The Bailee has reasonable suspicion that the Bailor is involved in criminal activity;
 - (e) The Bailee has reason to believe that the alleged Bailor does not hold ownership over the Archean tokens; and
 - (f) The Bailee has reason to believe that the Bailor has breached a clause of this Agreement.

5. Possession And Control

- 5.1 The Company retains possession of the Bailment Metals.
- 5.2 The Archean token holder retains ownership over the Bailment Metals.
- 5.3 The Company does not have ownership rights to, or a security interest over the bailment Metals, nor does it have any rights to dispose the Bailed Metals notwithstanding the terms of this agreement.
- 5.4 For the avoidance of doubt, Archean is not the owner of the bailed metals. You acknowledge and understand that Archean is not a debtor, and you are not considered as a creditor of Archean.

- 5.5 Ownership rights of the Bailment Metals are acquired and disposed of upon the transfer of ownership of the Archean Token. By transferring your Tokens to any individual or legal entity, you acknowledge that the corresponding ownership rights of the Metals will be transferred to the transferee on the condition that the transferee accepts the terms of this agreement.
- 5.6 If the Transferee does not accept the Terms of this Agreement, you may not transfer ownership to the transferee.
- 5.7 The Bailor will store metals within the ground (if not refined) or in a secure vault (once refined) whilst the Bailment arrangements are ongoing.
- 5.8 The Bailor may sub-bail the Bailment Metals (if refined) from time to time at their sole discretion.

6. BAILMENT OBLIGATIONS FOR BAILOR

- 6.1 During the term of this bailment arrangement, Archean will act as the Bailee and is responsible for:
- (a) paying the storage costs of the Metals;
 - (b) Ensuring Bailment Metals are stored in a suitable location that one may expect when storing metals whether unrefined or refined;
 - (c) ensuring the Metals are fungible meaning that each representation of Metal is what is described in schedule 1 of this Agreement;
 - (d) complying with any reasonable request from the Bailor to organise storage of the number of bailed Metals and making bailed Metals available for collection within the specified period;
 - (e) providing to the Bailor annual audited reports of the Bailment Metals;
 - (f) notifying the Bailor in a timely manner on becoming aware of any defect or damage to the bailed Metals or any other reasons resulting in the unavailability of Metals;
 - (g) exercising proper and reasonable care and control of the bailed Metals at all times; and
 - (h) maintaining possession of the bailed Metals at all times, notwithstanding clauses relating to sub-bailment.

7. BAILMENT OBLIGATIONS FOR BAILEES

- 7.1 During the term of this bailment arrangement, you will act as the Bailor and are responsible for:
- (a) maintaining ownership of the Archean Tokens;
 - (b) Proper handling of the Archean Tokens,
 - (c) Security of Archean tokens in which you own;
 - (d) providing evidence upon request to the Bailor of the purchase of Archean Tokens;

- (e) reporting to the Bailor in a timely manner, any changes of nominated address or contact details relating to the Bailee;
- (f) ensuring the Bailor has received the necessary instructions particular to enabling the bailed Metals available for collection by the Bailor;
- (g) maintaining all records and documents necessary to the Agreement and in relation to the acquisition of Tokens and ownership of Bailed Metals; and
- (h) Paying the Consideration fee upon request for delivery.

8. BAILMENT OBLIGATIONS FOR SUB-BAILEE

- 8.1 Sub-bailment arrangement occurs when the Sub-Bailee accepts the bailed Metals from the Bailee pursuant to the Terms.
- 8.2 In the event that the Bailee bails any bailed Metals to the Sub-Bailee, the Sub-Bailee assumes the duties and obligations of a Bailee and shall be bound by the bailment arrangement detailed in the Terms and any other agreement entered into between the Bailee and Sub-Bailee.

9. MUTUAL OBLIGATIONS

- 9.1 During the term of this Agreement, the Bailor and Bailee agree to:
 - (a) comply with the provisions of the relevant governing law applicable to the bailment arrangement of Metals within the Australian jurisdiction;
 - (b) carry out obligations under the Agreement in a reasonable and responsible way and render reasonable cooperation to each other upon reasonable request, in order to give effect to the Agreement;
 - (c) refrain from engaging in any conduct which could have an adverse impact on the party's ability to perform and comply with its legal obligations under the Agreement.

10. ARCHEAN TOKENS

- 10.1 You agree that you can competently navigate digital currency and understand how to transact with Ethereum related digital currencies and tokens.
- 10.2 If you do not or cannot agree to clause 10.1 you agree to refrain from entering into this Agreement and possessing or owning Archean Tokens.
- 10.3 You acknowledge and understand the following:
 - (a) Archean tokens are developed on the Ethereum Blockchain;
 - (b) Archean Tokens may only be stored in Ethereum Main Chain compatible wallets;
 - (c) To move Archean tokens from one wallet to another the user will require sufficient Ethereum in their account to pay for the token movement;

- (d) Ethereum fees may vary from time to time. Archean has no control over Ethereum network fees as it is controlled by third parties;
- (e) You will not be able to recover Archean tokens that have been sent to the incorrect wallet address;
- (f) Archean has no ability to recover tokens sent to the wrong wallet address;
- (g) Archean will not be liable for the mismanagement or mishandling of your Archean tokens;
- (h) Archean has no control over Archean Tokens in your possession; and
- (i) Archean may create new Archean Tokens provided that they have the corresponding Bailment Metals.

11. OWNERSHIP AND REFINEMENT

11.1 You acknowledge the Archean token represents ownership in the Bailment Metals.

11.2 You agree to permit Archean to:

- (a) Remove the Bailment Metals (owned by you and in the Company's possession) from beneath ground, where they are currently located; and
- (b) Turn Bailment Metals into cast bars and refined into a form described in Schedule 1 Item 3 ("**Refinement**").

11.3 Once gold is refined it is not possible for it to revert to its unrefined state.

11.4 Refinement shall be completed by the company 60 months post 1 January 2022.

12. TERMINATION

12.1 This agreement may only be terminated upon the following circumstances:

- (a) Consideration is paid by the Bailor to the Bailee for the delivery of metals;
- (b) where the Bailee believes the Bailor has breached any clause or obligation under this Agreement;
- (c) where the Bailor's account is subject to any pending litigation, investigation, or government proceeding;
- (d) where the Bailor perceives a heightened risk of legal or regulatory non-compliance associated with the Bailee's activity; or
- (e) where the bailed Metals become incapable of use for bailment purposes for reasons not arising from the Company's fault;
- (f) where the currency of one or more effecting authorities has changed (e.g., suspension/cancellation of the Bailee's licence to acquire Metals or the Bailor's deregistration of account).

12.2 Upon termination of the bailment arrangement arising from the fault of the Bailee, the Bailee shall return the bailed Metals to the Bailor.

12.3 Upon termination of the bailment arrangement arising from the fault of the Bailor, the Bailor shall collect the bailed Metals from the Bailor. The collection of the bailed Metals will be at the Bailor's expense.

13. RELATIONSHIP LIMITED TO BAILMENT ARRANGEMENT

13.1 The Terms do not create a relationship of agency, employment, partnership, subcontractor, or franchise between any party, nor does it establish any other arrangement whatsoever except for a bailment for rewards arrangement.

13.2 You further acknowledge and agree that Archean does not act or serve as your broker, intermediary, agent, or advisor with respect to any action (including refraining from any action). You make or intend to make use of the Services, but only as a Bailee.

14. SERVICE LIMITATIONS AND MODIFICATIONS

14.1 Archean will make reasonable efforts to keep the Services operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. To the extent permissible under applicable law, Archean reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Services, with or without notice to you, without liability, for any interruption, modification, or discontinuation of the Services or any function or feature thereof.

15. WAIVER

15.1 The failure of either party to fulfil an obligation under the Terms is not a waiver of a party's right:

- (a) to claim damages for breach of that obligation; and
- (b) to fulfil another obligation under the Terms, unless written notice to that effect is served to the other party.

16. LIMITATION OF LIABILITY

16.1 In no event will Archean, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors be liable for any loss or damages, including without limitation, direct, indirect, special, consequential, or punitive loss or damages, arising from or related to Your use of the Services, whether in an action of contract, tort or otherwise, and regardless of whether such damages were foreseeable and whether or not Archean was advised of the possibility of such damages.

16.2 Without limiting the generality of the foregoing, Archean takes no responsibility for and will not be liable for any financial or other loss or damages arising from or related to the use of the Services, including, without limitation, to any of the following: (i) delays, interruption or loss of services; (ii) technical failure, malfunction or shutdown; (iii) server failure, hacks or unavailability; (iv) data loss; (v) corrupted data on Archean's servers; (vi) failure to update or provide correct information; (vii) "phishing" or other websites masquerading as Archean; (viii) stolen, lost, or unauthorized use of Your means of authorization; (ix) loss of business or goodwill.

16.3 The limitation of liability set out above shall not be applicable in case of loss or damages caused by Archean or any of its employees by intentional misconduct or gross negligence.

16.4 Archean takes no responsibility for any third-party services and will not be liable for any loss or damages caused by such third-party services.

16.5 The Services are provided on an “as is” and “as available” basis without any representation or warranty of any kind, whether express or implied, to the maximum extent permitted by applicable laws. Archean disclaims any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement.

17. INDEMNIFICATION

17.1 To the fullest extent permitted under applicable laws, you agree to hold harmless and indemnify the Company, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors from and against all third-party claims and all liabilities, damages, assessments, losses, costs, or expenses (including reasonable attorney fees) resulting from or arising out of:

- (a) your alleged or actual breach of these Terms, including, without limitation, your express representations, and warranties;
- (b) your alleged or actual use or misuse of the Services; and
- (c) your alleged or actual infringement or violation of any laws or of the rights of a third party.

18. TAXES

18.1 You shall be solely responsible for any taxes applying to the payments you make or receive through the Services, and to collect, report, and remit such taxes to the appropriate tax authorities. You acknowledge and agree that, at the moment, Archean is not able to draft a taxation report concerning the operation executed and that it is your duty to collect all the information required by the competent tax authorities to comply with your tax obligations.

19. MISCELLANEOUS

19.1 Entire Agreement

- (a) These Terms constitute all the terms and conditions agreed upon between you and Archean and supersede any prior agreements in relation to the subject matter of these Terms, whether written or oral.

19.2 SEVERABILITY AND WAIVER

- (a) Unless as otherwise stated in these Terms, should any provision of these Terms be held totally or partially invalid or unenforceable, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of these Terms, and the application of that provision shall be enforced to the extent permitted by applicable laws.
- (b) The failure of Archean to exercise or enforce any of the rights or provisions of these Terms shall not be considered as a waiver of Archean’s rights to do so.

19.3 ASSIGNMENT

- (a) Archean may assign these Terms and/or delegate any of its obligations hereunder, in whole or in part.
- (b) You may not assign these Terms or any part of them, nor transfer or sub-license your rights under these Terms to any third party, unless in connection with the transfer of the Tokens.

19.4 **FORCE MAJEURE**

- (a) Archean will not be deemed in default of these Terms to the extent that performance of its obligations is delayed or prevented by reason of any external force including, without limitation, war, insurrections, bank failures, strikes, fires, floods, earthquakes, labour disputes, epidemics, governmental regulations, freight embargoes, natural disaster, act of government or any other cause beyond Archean's reasonable control.

20. **GOVERNING LAW AND JURISDICTION**

- 20.1 This Agreement will be interpreted and governed by the laws of Western Australia. Parties Submit to the exclusive jurisdiction of the courts of Western Australia, Australia and any courts that may hear appeals from those courts in respect of any proceedings in connection with this agreement.

21. **CONTACTS**

- 21.1 If you have any questions regarding these Terms, please contact us at [<email>](#).

Schedule 1

Item 1

Archean Token Description

Please note: All tokens have been minted on the Ethereum Blockchain. You may only store Archean tokens on ERC supported wallets.

When transferring tokens from one wallet to another you will be required to pay the token movement fees in the Digital Currency Ethereum. Absent Ethereum you will not be able to move your token.

Token	Ticker	Metal Type	Representation Volume	Purity
Archean Gold Token	AR3	Gold* (AU) Atomic Number 79	1 gram	Unrefined Still below ground
Minimum Delivery				
Lots 10,000 units				
Delivery Amount		Delivery Cost (Consideration)		
Lots of 10,000 Units		\$5,000 Pick-up in person		

*See Bailment Metals description for further Information

Item 2

Bailment Metals

Pursuant to this agreement Bailment Metals represent 1g of unrefined gold which is located on the Company's premise still buried within the ground.

Item 3

Refinement

Gold shall be refined into a state of 99.9% purity.

Item 4

Delivery

Delivery may be affected 60 months post 1 January 2022.