

Terms & Conditions for Asset Conversion Exchange Program

If you tick the box appearing at the end of this document, a legally binding agreement (“**Terms of Use**”) will be formed between you (“**End User**”) and us (“**Singapore Precious Metal Exchange Pte Ltd**” or “**SGPMX**”). If you do not agree unconditionally to the terms and conditions herein set out below (“**Terms and Conditions**”), you should not click the box to agree to this Terms of Use and its Terms and Conditions. If you do not click the box, you will not be able to access and use the services of the Asset Conversion Exchange Program.

1. Definitions

1. Definitions. In this Terms of Use, unless the context otherwise requires, the following terms shall have the following meanings:

“Asset Conversion Exchange” or **“ACE”** shall have the meaning and description ascribed to it under clause 2 below;

“ACE Accounts” means the Digital Wallet maintained by Customers to hold physically backed gold/silver grams in the Asset Conversion Exchange for the purpose of facilitating the trading and/or transfer of Bullion between End User(s);

“End User” means the existing Customers who may *inter alia* trade and/or transfer Bullion between the End Users, using the Asset Conversion Exchange and the Ace Services;

“Bullion” means gold and/or silver and/or any other precious metals which SGPMX may stipulate from time to time and in accordance with the quality, quantity and other specifications as SGPMX may stipulate from time to time;

“Bullion Rates” means the real-time “buy” and “sell” prices of Bullion (as the case may be) as published by SGPMX from time to time;

“Credit Card Surcharge Fee” means a fee payable by End User(s) upon the top-up of their ACE Accounts through the use of a credit card, calculated at the rate of 3.9% of the Buy amount (as may be determined, varied and/or waived by SGPMX in its sole discretion from time to time);

“Customers” means all persons registered as members of the Singapore Precious Metal Exchange Pte Ltd for the purposes of trading in Bullion, pursuant to these Terms and Conditions;

“Delivery Charges” means the cost of delivering (mode of delivery to be decided at the sole discretion of SGPMX) physical Bullion to destination(s) specified by End User

upon Redemption the cost of which will be determined solely by SGPMX from time to time;

“Digital Wallet” means a digital system utilised by SGPMX that *inter alia* securely stores the End User’s Bullion data and/or funds and/or information (including but not limited to information on the ACE Account(s));

“Exchange” means the secure on-line market for the trading and/or transferring of Bullion, owned and operated by SGPMX in Singapore known as the “Singapore Precious Metals Exchange”;

“Goods and Services Tax” or **“GST”** means the goods and services tax chargeable on service transactions, including but not limited to the buying, selling and/or transferring of Bullion, at such rate as may be imposed by the laws and/or authorities of Singapore at that material time;

“Minimum Sell Amount” means USD10.00 calculated in accordance with the “sell” Bullion Rates;

“Minimum Buy Amount” means USD10.00 calculated in accordance with the “buy” Bullion Rates;

“Minimum Transfer Amount” means USD10.00 calculated in accordance with the “buy” Bullion Rates;

“Redemption Premium” means the application of a premium fee cost (and GST on such premium fee cost) over the “sell” Bullion Rate as may be determined solely by SGPMX from time to time at the date of Redemption (as defined below);

“Redemption Denomination” means the Redemption (as defined below) of physical Bullion (through the use of ACE) which shall only be made in the following denominations: (i) 1 gram; (ii) 5 grams; (iii) 50 grams; (iv) 100 grams; or (v) 1000 grams. For the avoidance of doubt, each

denomination will carry a different premium cost which is subject to change by the respective refineries (including but not limited to gold and/or silver and/or other precious metals refineries);

“SGPMX Accounts” means the Customer’s cash account(s) maintained with SGPMX;

“SGPMX Website” means the official website of SGPMX at: www.sgpmx.com;

“Transaction Fee” means a transaction fee payable by End User(s) from their SGPMX Accounts to SGPMX, calculated at the rate of 1% of the Buy amount or Sell amount (as the case may be) as may be determined, varied and/or waived by SGPMX in its sole discretion from time to time and GST on such transaction fee;

“Transfer Fee” means a transfer fee per Transfer (as defined below) payable by the transferor End User(s) from their SGPMX Accounts to SGPMX, calculated at the rate of: 0.25% as may be determined, varied and/or waived by SGPMX in its sole discretion from time to time multiplied by the weight of the Allocated Bullion (in grams) to be transferred multiplied by the “buy” Bullion Rate of the Allocated Bullion (as determined by SGPMX at the point of Transfer) being transferred from one (1) ACE Account to another ACE Account, and GST on such transfer fee; and

“USD” means the lawful currency of the United States of America.

2. The Asset Conversion Exchange Program

1. The Asset Conversion Exchange Program is a digital platform which enables and facilitates the trading and/or transfer of Bullion by End User(s) holding ACE Accounts.

2. To facilitate the trading and/or transfer of Bullion, ACE shall provide the End User(s) with *inter alia* the following basic services (subject to clause 3 below), which include but are not limited to:-

2.1. “Buy” - End Users shall have the option to top-up their ACE Account(s), (subject to the Minimum Buy Amount, and imposition of Transaction Fee) using funds from their SGPMX Accounts or credit cards (subject to the imposition of Credit Card Surcharge Fee), by which Bullion shall be allocated in accordance with *inter alia* clauses 3.5, and 3.6 below;

2.2. **“Sell”** - End Users shall have the option to sell their Bullion to SGPMX for cash (subject to the Minimum Sell Amount and imposition of Transaction Fee) to be immediately credited back into the End Users’ SGPMX Accounts, in accordance with the “sell” Bullion Rates at that material time; and

2.3. **“Transfer”** - End Users shall have the option to instantly transfer Bullion to other End Users (subject to the Minimum Transfer Amount and imposition of the Transfer Fee);

2.4. **“Redemption”** - End Users shall have the option to redeem physical Bullion in accordance with the Redemption Denomination (Redemption Premium and Delivery Charges are chargeable).

(Collectively the “ACE Services”)

3. Terms and Conditions of ACE

1. *Joining Fees* - There shall be no joining fees chargeable in connection with the use of ACE.

2. *Maintenance Fees* - There shall be no maintenance fees chargeable in connection with the use of ACE.

3. *Transaction Fees* - Otherwise than as set out in this Terms of Use (including but not limited to the Transfer Fee), there shall be no transaction fees chargeable in connection with the use of ACE.

4. *Minimum Account Balance* - End User’s ACE Account(s) will not be permitted to have a negative balance at any time. Therefore, End User will not be able to make a transaction by

using End User's ACE Account(s) unless End User has sufficient funds in End User's ACE Account(s).

5. *Maximum Account Balance* - The maximum balance limit shall be equivalent to the value of 25 kilograms of gold per ACE Account, calculated in accordance with the "buy" Bullion Rates.
6. *Allocation of Bullion* - End Users shall be allocated with Bullion based on the Buy amount and calculated in accordance with the "buy" Bullion Rates at that material time, the Bullion of which shall be credited into the End User's ACE Account ("**Allocated Bullion**").
7. *Custody, Care and Control* - Notwithstanding anything contained herein, SGPMX shall at all times (i) have custody, care and control of the Allocated Bullion; and (ii) be

empowered and have the sole discretion to pledge, create a lien over and/or charge the Allocated Bullion to third parties, unless and until such Allocated Bullion have been redeemed in accordance with clause 2.2.4 above. SGPMX acts as a facilitator to help End User transfer funds from their SGPMX Account to their ACE Account(s) in connection with the use of Ace Services from their ACE Account(s). SGPMX acts as agent based upon the End User's request to use the ACE Services and ACE Account(s) that require SGPMX to perform tasks on their behalf. SGPMX will never use its End Users' funds to cover its operating expenses or in any other corporate expense, and will not voluntarily make funds available to its creditors in the event of bankruptcy or for any other purpose. End User acknowledges that SGPMX is not a bank and the ACE Services are not banking services. By initiating and sending Bullion through the ACE Services or adding funds to the End User's ACE Account balance, the End

User appoint SGPMX as End User's agent to obtain the funds and/or Bullion on End User's behalf and to transfer any Bullion to other End User(s). When End User transfer Bullion to another End User, until that transaction is completed, End User remain the owner of those Bullion and SGPMX holds those Bullion as End User's agent, but End User will not be able to redeem those Bullion or transfer the Bullion to any other End User. By receiving payments and/or Bullion through the ACE Services and/or in End User's ACE Account(s), End User appoint SGPMX as End User's agent to cause funds and/or Bullion to be deposited on End User's behalf into the pooled account where the monies and/or Bullion of other End Users are held until End User further instruct SGPMX with respect to the usage of End User's funds and/or Bullion through the ACE Services and/or the SGPMX Website. Once End User have deposited monies into the ACE Account(s), End User agree that End User will not be able to

withdraw or ask for a refund of the monies in the ACE Account, unless in accordance with the Terms and Conditions herein.

8. *Reasonable Endeavours* - At the request of End User(s), SGPMX will use reasonable endeavours but is not bound to, and subject to market conditions (such market conditions shall include but not be limited to market liquidity), perform and complete any such request for ACE Services (“**Service Obligations**”).

9. *No Interest Payable* - End User will not be paid or earn interest on the amount and/or Allocated Bullion in End User’s ACE Account(s). The opening of the Ace Account(s) does not establish, and is not linked to, a deposit account.

10. *Use of ACE Account Funds* - the ACE Account(s) can be used

only for the amount of money and/or amount of Allocated Bullion into the account. If End User attempts to use the ACE Account(s) to Sell, or for a Transfer, Redemption, or transaction amount that is greater than the same in the ACE Account(s), the End User's transaction will be declined.

11. *No Cash Transactions* - the ACE Account does not permit any type of cash transactions. Except otherwise required by applicable law, the amount in the ACE Account, including a small or de minimus balance, and subject to the Redemption Denomination and Minimum Sell Amount, will not be redeemable or refundable for cash.

12. *Intentional Denial or Reversal* - any intentional denying or reversing of the funding method used to fund End User's ACE Account(s) may be considered fraud and will be prosecuted to the fullest extent allowable by law.

13. *SGPMX Reputation* - End User will maintain the value and reputation of SGPMX to the best of its reasonable ability.

14. *Notice or Errors* - End User will immediately advise SGPMX in writing of any errors in the ACE Services and/or ACE Account.

15. *Exclusion of Liability* - SGPMX shall not be liable in contract, tort (including but not limited to negligence), any other causes of action or otherwise arising by reason of or in connection with the following: (including but not limited to ACE Services and/or the Service Obligations), whether direct or consequential, and whether in relation to the End User(s) or any other person.

16. *Limitation of Liability* - In further consideration of SGPMX agreeing to provide the ACE Services and/or Service

Obligations subject to the Terms and Conditions herein, in the event liability on the part of SGPMX shall arise, SGPMX's liability in contract, tort (including but not limited to negligence), any other causes of action or otherwise arising by reason of or in connection with End Services and/or the Service Obligations, whether direct or consequential, and whether in relation to the End User(s) or any other person, shall be limited to the payment by SGPMX by way of damages of a sum:

- (i) Not exceeding 100% of the amount of any transaction(s) that are subject of the claim, minus any fees or charges owed to SGPMX in order to carry out and complete any such transaction(s).

17. Force Majeure - Save as is otherwise specifically provided in this Terms of Use, SGPMX shall not be liable for failures or

delays in performing their obligations hereunder arising from any cause beyond their control, including without limitation, acts of God, acts of civil or military authority, fires, strikes, lockouts or labour disputes, epidemics, governmental restrictions, wars, terrorist acts, riots, earthquakes, storms, typhoons, floods, abrupt adverse changes in market and/or economic conditions and/or changes and breakdowns and/or errors in electronic and computer information and communications and/or computer systems.

18. *Disclaimer of Warranties* – SGPMX makes no representations or warranties of any kind with respect to the ACE Account and/or ACE Services and/or performance of the ACE Services; SGPMX does not warrant, guarantee or make any representation regarding the use, or the results of the use, of the ACE Services and/or ACE Account in terms of correctness, accuracy, reliability, currentness, or otherwise. The entire risk

as to the results and performance of the ACE Services and ACE Account is assumed by the End User.

19. *Agreement* - The End User's use of the ACE Services and ACE Account shall not in any respect whatsoever modify any of the terms, conditions, or restrictions contained in the license agreement or other agreement by which the End User initially acquired rights to use the ACE Services and/or ACE Account(s), and the use of our ACE Services shall in each and every instance remain subject to the terms, conditions, and restrictions contained herein in this Terms of Use.

20. *Service Advisory* - Any and all claims or disputes relating to ACE, the ACE Services, the ACE Account, and /or this Terms and Conditions herein shall be governed by the laws of Singapore. In this regards, the End User and SGPMX agree to submit to the exclusive jurisdiction of the Singapore courts. SGPMX may

assign its rights and delegate its duties with respect to the ACE Services without providing notice to, or receiving the consent of, the End User.

21. Account Information Policies - It is a mandatory use of the ACE Account and ACE Services that End User maintains full contact information in their profile at all times. Any ACE Account found at anytime not to have such information in the profile of the account will have the account suspended and all monies and/or Bullion frozen for a period of 180 days to protect against any future seizure and/or liabilities.

22. Compliance with Laws - End User will conduct business affairs in an ethical manner and in accordance with the intent of the Terms and Conditions herein, and in compliance with all applicable laws and regulations.

23. *Restricted Activities* - End User information and End User's activities through the use of the ACE Account and/or our ACE Services shall not: be false, inaccurate or misleading; be fraudulent or involve the sale of counterfeit or stolen items; consist of providing End User a cash advance from End User's credit card (or helping others to do so), violate SGPMX's Acceptable Use Policy; infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy, violate any law, statute, ordinance, contract, or regulation (including but not limited to those governing financial services, consumer protection, unfair competition, antidiscrimination, or false advertising); be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal

information: or create liability for us or cause us to lose (in whole or in part) the services of our system, also any website dealing with hacking, phreaking or any material of such nature will not be allowed. Violating any of the Terms and Conditions will result in End User's account being suspended and any and all funds and/or Bullion will be forfeited. If End User uses, or attempts to use the ACE Services for purposes other than for legitimate uses of the ACE Account(s) and/or ACE Services and managing End User's account, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of ACE Services, End User's account will be terminated and End User will be subject to damages and other penalties, including criminal prosecution where available.

24. Use of Services - End User shall not permit or authorize any other person or entity to use the ACE Services without prior written consent of SGPMX.

25. *Fraud* - End User shall not use the ACE Services in connection with any illegal or fraudulent business activities under any laws or regulations of any applicable jurisdiction.

26. *AML (Anti-Money Laundering Policy)* - SGPMX participates fully in all government regulated anti-money laundering policies. Suspicious deposits, transfers, cash-outs and/or transactions will be reported to appropriate government authorities. End Users are required to keep their accounts and contact information current at all times. Any accounts found to contain incorrect and/or outdated information will be suspended and all funds and/or Bullion held. End Users wishing to use certain features of their account will be required to verify their identity via Government issued photo ID or other appropriate documentation as required by SGPMX from time to time. All submitted documentation is held in the strictest confidence. However, in cases of intentional abuse, any End User

participating, abetting or assisting in fraudulent and/or attempted fraudulent activities relinquishes any and all rights to privacy of personal information. All business units, including, without limitation, SGPMX will cooperate to create a cohesive effort in the fight against money laundering. Each business unit and location have implemented risk-based procedures reasonably expected to present, detect and cause the reporting of suspected money laundering transactions. It is the policy of SGPMX to prohibit and actively pursue the prevention of money laundering and any activity that facilitates money laundering or the funding of terrorist or criminal activities. SGPMX is committed to AML compliance in accordance with applicable law and requires its officers, employees and appointed producers to adhere to these standards in presenting the use of its products and services for money laundering purposes. For the purposes of the Policy, money laundering is generally defined as engaging in acts designed to conceal or disguise the true origins of criminally derived proceeds

so that the unlawful proceeds appear to have been derived from legitimate origins or constitute legitimate assets. Generally, money laundering occurs in three stages. Cash first enters the financial system at the "enrollment" stage, where the cash generated from criminal activities is converted into monetary instruments, such as money orders or travelers checks, or deposited into accounts at financial institutions. At the "layering" stage, the funds are transferred or moved into other accounts or other financial institutions to further separate the money from its criminal origin. At the "integration" stage, the funds are reintroduced into the economy and used to purchase legitimate assets or to fund other criminal activities or legitimate businesses. Terrorist financing may not involve the proceeds of criminal conduct, but rather an attempt to conceal the origin or intended use of the funds, which will later be used for criminal purposes. There are signs of suspicious activity that suggest money laundering. These are commonly referred to as "red flags." If a red flag is detected,

additional due diligence will be performed before proceeding with the transaction. If a reasonable explanation is not determined, the suspicious activity shall be reported. SGPMX is compliant in filing a STR report (Suspicious Transaction Report) when it knows and/or suspects that:

1. The funds come from illegal activity or disguise funds from illegal activity:
2. The transaction is structured to evade banking secrecy requirements or appears to serve no known business or apparent lawful purpose: or,
3. Our services are being used to facilitate criminal activity.

Transaction based monitoring will occur within the appropriate business units of SGPMX. Monitoring of specific transactions will include but is not limited to transactions aggregating or more and those with respect to which SGPMX has a reason to suspect

suspicious activity.

27. Closing Accounts AND Limiting Account Access - the term of this Terms of Use shall begin as of the moment of End User's acceptance of the terms hereof and shall continue so long as the End User continues to use the SGPMX Website or ACE Services and/or ACE Accounts, unless terminated pursuant to the Terms and Conditions hereof. SGPMX reserves the right to terminate this Terms of Use with no prior notice to End User for any one of the events listed below

1. Reports of unauthorized or unusual credit card use associated with the account including, but not limited to, notice by the card issuing bank. This includes notices made by End User to their credit card company that a transaction was unauthorized or that account was compromised, and is done in order to protect End User from further unauthorized use of End User's card.

2. Reports of unauthorized or unusual bank account use associated with the account.
3. The account has been used in or to facilitate fraudulent activity.
4. Violations of the Terms of Use and/or its Terms and Conditions.
5. Return of an incoming Electronic Funds Transfer for insufficient funds in the bank account, incorrect bank routing number, or incorrect bank account number.
6. Submitting modified/forged verification documents.
7. Any breach of the Terms and Conditions hereof.

SGPMX will use reasonable efforts to investigate ACE Accounts that are subject to account access limitations and to reach a final decision on the limitations promptly. Should the ACE Account be restricted, all funds and/or Bullion will be held for a period of time until the issue can become resolved. However depending on the

reason of restriction, it may be held for a lesser period which will be determined at the discretion of SGPMX.

28. *Contracts (Rights Of Third Parties) Act (Cap 53b)*

3.27.1 The parties do not intend that any Terms and Conditions of this Terms of Use shall be enforceable solely under or by virtue of Contracts (Rights of Third Parties) Act (Cap 53B) by any person who is not a party to this Terms of Use.

3.27.2 For the avoidance of doubt, SGPMX may rescind vary, waive and release all or any of its rights and obligations under this Terms of Use without the consent of any person who is not a party to this Terms of Use.

29. *Notices* - Notices may be given to the End User in writing by Email at the email address which the End User registered with

SGPMX and/or ACE and any such notice given in writing shall be deemed to have been effected at the time at which the email would be delivered in the ordinary course of delivery as the case may be.

30. *General* - SGPMX reserves the right, to amend, vary and/or modify the Terms of Use, and/or these Terms and Conditions from time to time or at any time in SGPMX's sole and absolute discretion with or without giving notice to the End User, and the End User agrees to abide by the most recent version of the Terms of Use, and/or these Terms and Conditions each time that the End User uses the ACE Services and/or ACE Account. The End User is accordingly advised to consult the Terms of Use and the Terms and Conditions each time the End User uses the SGPMX Website.