

# SCHEDULE 2

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## 1. GENERAL

- 1.1 SGPMX agrees to provide End User a service that enables the End User to make prepayment of bullion product purchases into an account designated by SGPMX ("**Service**").
- 1.2 Upon receipt of the prepayment by SGPMX, the prepayment will be credited into the respective account of the End User maintained by SGPMX ("**Account**"). For the avoidance of doubt, all prepayments received by SGPMX shall be pooled and deposited into in a separate bank account which is independent of SGPMX's corporate bank account.
- 1.3 All prepayments into the Account can be used solely to purchase and/or trade bullion products on SGPMX up to the dollar value of the amount of money standing in your Account. Any attempt to purchase bullion products of a value that is greater than the amount standing in the Account will be declined and may result in the Account being suspended.
- 1.4 The prepayments in the Account shall not attract any interest.
- 1.5 Except otherwise as provided herein or as required by applicable law, all prepayments in the Account are not redeemable or refundable.

## 2. USE PERIOD

- 2.1 Upon confirmation of purchase, SGPMX shall automatically debit the value of the purchase from the Account.
- 2.2 Each prepayment into the Account shall be utilised by the End User to acquire bullion products from SGPMX within 60 calendar days from the day of receipt of the respective prepayment by SGPMX ("**Use Period**"). At the end of the Use Period, SGPMX shall, as soon as possible and to the extent practicable, arrange for the return of the relevant prepayment to the End User less any and all charges and an administrative fee of USD 20.00. SGPMX may, at its sole discretion, extend the Use Period for a further 30 calendar days should SGPMX receives request in writing for extension of time from the End User before the expiry of the Use Period. There will be no further extension allowed after the extended Use Period and the relevant prepayment will be returned to the End User less any and all charges and an administrative fee of USD 20.00.

### 3. BALANCE MONIES AND VOUCHER

- 3.1 Any balance prepayment in the Account after the purchase of bullion products from SGPMX ("**Balance Monies**") shall be utilised within 60 calendar days after the debiting of the Account for the purchase ("**Time Period**"). SGPMX shall arrange for the return of the Balance Monies less any and all charges and an administrative fee of USD 20 should SGPMX receives written request from the End User before the expiry of the Time Period. Upon expiry of the Time Period, the Balance Monies will be automatically converted into SGPMX stored value vouchers ("**SGPMX Voucher**"). An email containing a code for the SGPMX Voucher will be sent to the End User. The End User may utilise the SGPMX Voucher on the next purchase of bullion products on the SGPMX website. The SGPMX Voucher is not exchangeable for cash.
- 3.2 Each SGPMX Voucher shall have a validity period of 1 year ("**Validity Period**"). At the end of the Validity Period, the SGPMX Vouchers shall be null and void and the End User shall have no claims whatsoever against SGPMX for the value of the SGPMX Vouchers.

### 4. NOTICE OF ERROR

End User shall immediately advise SGPMX in writing of any errors in the Service and/or Account.

### 5. EXCLUSION OF LIABILITY

- 5.1 SGPMX makes no representations or warranties of any kind with respect to the Service and/or performance of the Service. SGPMX does not warrant, guarantee or make any representation regarding the use, the results of the use, the Service and/or Account in terms of correctness, accuracy, reliability, currentness, or otherwise. Any risk associated with payment into the Account rest entirely with the End User.
- 5.2 SGPMX shall not be liable to the End User for any act or omission in the performance of its duties, including but not limited to, any error of judgment in the performance of its obligations and duties hereunder or for any loss suffered by End User unless such loss arises from a breach of its obligations under this Agreement, negligence, dishonesty, fraud, bad faith or wilful misconduct of SGPMX or, as the case may be, any of its respective directors, officers or employees, agents or representatives.
- 5.3 Without prejudice to Clause 5.2 above, SGPMX's total liability to the End User in any event shall not exceed in aggregate the sum of USD 1,000.00.

## **6. ACCOUNT INFORMATION POLICIES**

It is a mandatory for the End User to maintain full and updated contact information with SGPMX at all times. Any Account without full and updated contact information of the End User will be suspended until such contact information is provided to the satisfaction of SGPMX.

## **7. RESTRICTED ACTIVITIES**

- 7.1 If you use, or attempt to use the Service and/or Account for purposes other than to purchase and/or sell bullion products on the SGPMX website, your Account will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available.
- 7.2 Information relating to the End User (including but not limited to identity, background, creditworthiness, source of funds, payments and receipt of payments) shall not: be false, inaccurate, misleading, fraudulent or be connected to proceeds of any illegal activities or be used for illegal and/or fraudulent purposes or violate any law statute, ordinance, contract or regulation or create liability or losses to SGPMX, its affiliates, employees, officers, directors and owners. Violation of any of the above will result in the relevant Account being terminated and all funds in the Account will be forfeited or delivered to the relevant authorities.
- 7.3 End User shall not permit or authorize any other person or entity to access and/or use the Services without prior written consent of SGPMX.
- 7.4 SGPMX participates fully in all government regulated anti-money laundering policies. Suspicious transaction will be reported to appropriate government authorities. End User shall comply with all procedures put in place from time to time by SGPMX to present, detect and cause the reporting of suspected transactions. If there is any signs of suspicious activity, SGPMX may at its sole discretion request for additional due diligence to be performed on the End User. If a reasonable explanation for the suspicious activity is not determined, the suspicious activity shall be reported to the relevant authorities. End User consents to SGPMX sharing all relevant information relating to the End User, the Account and activities of the End User to the relevant authorities.

## **8. SUSPENSION OF ACCOUNT AND TERMINATION OF SERVICE**

SGPMX reserves the right to suspend the Account and/or terminate this Agreement with no prior notice to End User upon occurrence of any of the following:

- 8.2 Reports of unauthorized or unusual use of the Service and/or Account.

- 8.3 The Service and/or Account has been used in or to facilitate fraudulent activity.
- 8.4 Violations of this Agreement.
- 8.5 False or inaccurate information relating to the End User.
- 8.6 A situation shall have arisen which, in the reasonable opinion of SGPMX, make it improbable to continue providing the Service to the End User or to maintain the Account.

## **9. ASSIGNMENT/TRANSFER**

- 9.1 The End User shall not purport to assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under the Account and/or this Agreement and shall not grant, declare, create or dispose of any right or interest in it, without the prior written consent of SGPMX.
- 9.2 SGPMX reserves the right to assign its rights and delegate its duties with respect to the Service and/or the Account without providing notice to, or receiving the consent of the End User.

## **10. FORCE MAJEURE**

SGPMX shall not be responsible for the loss of or damage to the End User or for any failure to fulfil its duties hereunder to the extent that such loss, damage or failure shall be caused by or indirectly due to war damage, enemy action, the act of any government or other competent authority, riot, civil commotion, rebellion, storm, tempest, accident, fire, lock-out, strike or other cause whether similar or not beyond the control of SGPMX provided that SGPMX shall use all reasonable efforts to minimise the effects of the Same.

## **11. GOVERNING LAW AND JURISDICTION**

Any and all claims or disputes relating to the Service, Account and/or this Agreement shall be governed by the laws of Singapore. In this regards, the End User and SGPMX agrees to submit to the exclusive jurisdiction of the Singapore courts.

## 12. TIME OF ESSENCE

Any time, date or period mentioned in any provision of this Agreement may be extended by mutual agreement between the Parties but as regards any time, date or period originally fixed and not extended or any time, date or period so extended as aforesaid time shall be of the essence.

## 13. MISCELLANEOUS

- 13.1 SGPMX reserves the right to amend, vary and/or modify these Terms and Conditions from time to time or at any time in SGPMX sole discretion without giving notice to the End User, and the End User agree to abide by the most recent version of this Terms and Conditions each time that the End User use the Service and/or Account. The End User is accordingly advised to consult the Terms and Conditions each time the End User use the SGPMX website.
- 13.2 Each provision of this Terms and Conditions is severable and distinct from the others. The Parties hereto intend that each provision shall be and remain valid and enforceable to the fullest extent permitted by law. In the event that any provision (for any reason) is or becomes to any extent whatsoever invalid, illegal or not enforceable at law, it shall to that extent be deemed not to form part of this Terms and Conditions but, save for the aforementioned limitation, it will continue to remain in full force and effect. All other provisions of this Terms and Conditions shall remain in full force and effect save where the operation of any such clause would negate the commercial intent or purpose of the Parties hereto.