

## SALE, BUYBACK, AND STORAGE TERMS

The following terms and conditions (the "Sale, Buyback, and Storage Terms") must be read in conjunction with any other applicable supplementary terms imposed by us including but not limited to the Account Terms, and Funding and Payment Terms, as may be amended from time to time, (collectively the "Terms of Service") which, together with these terms, constitute the terms and conditions that will govern your purchase, sale, and storage of physical precious metals or other products with us.

Please note that some clauses in this Sale, Buyback and Storage Terms shall not apply to S.T.A.R. Grams.

### 1. YOUR PURCHASE FROM US

- 1.1. You may purchase precious metals or other products from us through our Website, in-person or through our retail store, by telephone, email, facsimile, or any other method that we may accept from time to time.
- 1.2. When purchasing precious metals or other products from us, the price at which your Order is submitted is the locked-in price and a binding legal agreement between you and Silver Bullion is created for you to purchase such product(s) at the quantity and price specified at the time of your Order submission.

#### 1.3. Purchase of In-Stock and Pre-Order Products

An Order may be for precious metals or other products that are "In-Stock" and are ready for collection at our Singapore retail store, or for immediate transfer to your S.T.A.R. Storage Account. Alternatively, it may be a "Pre-Order" whereby the precious metals or other products will be available for physical collection or transfer to your S.T.A.R. Storage Account once they are received by us from the relevant mint/refineries.

The availability of certain products does not affect the locked-in price of the precious metals or other products you ordered.

#### 1.4. Order Collection

Non-storage Orders can be personally collected by you or your authorized representative through an 'Over-the-Counter Pickup' arrangement at our Singapore retail store. Collection by your authorized representative will require an advance written authorization from you via email or secure notification. We reserve the right to refuse to hand over the order to your authorized representative should we fail to verify, to our satisfaction, the authorized representative identity, and your advance written authorization.

Your collection of a non-storage Orders must occur within **one (1) month** of the pickup notification sent to you via email or secure notification, failing which, the Orders will start to incur a fee ("Uncollected Order Fee") as specified in our Schedule of Charges.

Should you continually fail to collect your non-storage Orders within **six (6) months** of the pickup notification, you agree that such uncollected Orders will be automatically sold back to us at the prevailing buyback price with the proceeds to be credited to your Cash Balance.

#### 1.5. Storage Orders Completion

S.T.A.R Storage Orders are completed by our legal transfer of the Parcel(s) to your name. We will provide you with an invoice evidencing the transfer of ownership of the specific Parcel(s) to your name under Singapore law.

## 2. YOUR SALE TO US

2.1. You may sell precious metals or other products back to us through our Website, in-person or through our retail store, by telephone, email, facsimile, or any other method that we may accept from time to time. Over-the-Counter Sellback may also be submitted through our Website provided that the bullion is delivered to our retail store no later than the next day.

2.2. When selling precious metals or other products back to us, the price at which your Sellback is submitted is the locked-in price and a binding legal agreement between you and Silver Bullion is created for you to sell such product(s) at the quantity and price specified at the time of your Sellback submission.

### 2.3. Over-the-Counter Sellback

If during the testing process, the item being sold is found not to be authentic (i.e., counterfeit or fake), we reserve the right to refuse/cancel the Sellback and return the item to you, provided we are legally permitted to do so. We may also contact the relevant legal, governmental, or regulatory authorities without notice to you in such circumstances.

We also reserve the right to refuse or adjust the lock-in price of an item in your Sellback in the event the product is not in its original condition.

### 2.4. Sellback Completion

Depending on the amount and payment method, payments for a Sellback shall be made within five (5) business days. The issuance of payments from us to you can be in the form of cash (in Singapore dollar and subject to a maximum cash amount), by cheque, bank transfer to your Linked Bank Account, cryptocurrency to your Linked Cryptocurrency Address or credited to your Cash Balance or Peer-to-Peer Fund Balance.

## 3. CANCELLATION

3.1. **YOU HAVE NO CONTRACTUAL RIGHT TO CANCEL A CONFIRMED ORDER OR SELLBACK.** By submitting an Order or Sellback, you have entered into a binding legal agreement to purchase or sell precious metals or other products at the quantity and price specified at the time of your Order or Sellback submission.

3.2. We reserve the right, at our sole discretion, to allow the dissolution of the binding legal agreement between you and Silver Bullion by the cancellation of your outstanding Order or Sellback, subject always to our Cancellation and Market Loss Policy under **Clause 7**. Any cancellation requests must be filed via telephone during normal business hours. Silver Bullion will evaluate any request to cancel an Order or Sellback on a case-by-case basis, and only under extraordinary circumstances will a cancellation request be approved.

3.3. Notwithstanding the foregoing, Silver Bullion reserves the right to refuse or cancel any Order or Sellback, as the case may be, if:

- a) Your payment for an order is not received or was cancelled/reversed by your financial institution;

- b) When the price is incorrect, for whatsoever reason including but not limited to computer-related or technical problems or otherwise, pricing error, incorrect item descriptions or sudden movements in the precious metals market or export/import restrictions; or
- c) When an Order or Sellback is deemed questionable, suspicious or of significant risk to Silver Bullion.

3.4. We reserve the right to cancel a Sellback should you fail to deliver the items you agreed to sell within two (2) days from the Sellback submission.

## 4. S.T.A.R. STORAGE

### 4.1. Storage of Precious Metals and Other Products

When you use S.T.A.R. Storage, you authorize us to arrange for the storage, transportation, and insurance of your Parcel(s) held by us in custody on your behalf, as may be necessary for the circumstances. This authorization shall be deemed to include an authority to enter into contracts on your behalf without prior notice, as your agent, limited in scope to the storage, transportation, or insurance for your Parcel(s).

To cover the costs of insured and secured storage, you will be charged a storage fee based on the prevailing storage rate applicable to you, as outlined in our Schedule of Charges. This fee will be calculated as a percentage of your Parcel(s)' market value at the time of purchase or prepaid storage renewal and will remain fixed for the duration of the prepaid storage period.

We undertake that the safekeeping of your Parcel(s) under S.T.A.R. Storage is structured as a bailment for the purpose of arranging the strongest and simplest legal protection for the assets you store with us. Save for the limited and specific agent relationship referred to above, our agreements do not create any other form of agency relationship between you and us and do not create a partnership, joint venture, or other similar legal arrangements between you and us.

### 4.2. Ownership of Parcel(s) Stored

The secure storage services provided under **Clause 4.1** constitute a bailment agreement between you and Silver Bullion, and the sole title and ownership of the Parcel(s) shall remain under your name. Your ownership of your Parcel(s) will be evidenced by the invoice issued by us to you and by the publicly available Parcel Ownership List, listing your S.T.A.R. ID as the owner of your Parcel(s).

In the unlikely event that Silver Bullion or the Vault, declares bankruptcy or is deemed to be bankrupt or any similar legal equivalent thereof, your Parcel(s) shall remain your sole property, and in no event shall it ever be considered or treated as part of the bankrupt estate of Silver Bullion or the Vault, as the case may be.

### 4.3. Insurance Protection of Parcel(s)

Silver Bullion undertakes to ensure that the Parcel(s) you store under S.T.A.R. Storage has adequate insurance protection against physical loss, damage, or destruction, including but not limited to those arising from fire, theft, employee infidelity, and mysterious disappearance. The cost of such insurance protection is included in the storage fee you pay to us for the secure storage of your Parcel(s) under S.T.A.R. Storage. Silver Bullion shall make available to you the Certificate of Insurance to be viewable on our Website by users who have an interest in the insurance cover provided.

#### 4.4. How Your Parcels are Stored

Precious metals or other products received and stored are always uniquely identified and stored as a Parcel in a fully secure and traceable manner under high-definition CCTV surveillance. This procedure allows every Parcel to be uniquely identified and tracked to ensure your assets are reliably segregated and exclusively assigned to their unique owner. You will have access to documents and records pertaining to your Parcel(s) including but not limited to, parcel photographs, parcels storage history, DUX test reports (when applicable), parcel audit reports, and insurance certificates.

#### 4.5. Physical Inspection and Live Audit

You may submit a request for an appointment to personally audit (e.g., physical inspection or Live Audit services via video conferencing) your S.T.A.R. Storage parcel(s) during the standard opening hours of the Vault. Vault access for a personal audit will be subject to: (a) available time slots on any given day, (b) our successful verification of your identity based on our security protocols, (c) your compliance with our safety and security protocol, and (d) the payment of the appropriate additional fee for the service as stipulated in our Schedule of Charges.

During your visit to the relevant vaulting location, you may have access to our confidential information. You undertake not to use any of the confidential information that you obtain during your visit or disclose that confidential information to anyone else.

#### 4.6. Withdrawal of Parcel(s) from S.T.A.R. Storage

You have a right to withdraw or take physical delivery of the Parcel stored with us under S.T.A.R. Storage, save for those you pledged as Collateral for a Loan under the Secured Peer-to-Peer Loans platform. For any such pledged Parcel, you are required to repay the Loan in full before a withdrawal or physical delivery of the Parcel can be requested.

You understand that you cannot claim withdrawal directly from the Vault. Your right to withdraw is to be effected through us, who have the means and responsibility of identifying you reliably. Silver Bullion accepts responsibility for implementing security procedures that prevent the unauthorized removal of bullion from a Vault.

#### 4.7. Acceptance and Period of Responsibility for Storage

The responsibility of Silver Bullion for Parcel(s) stored under and subject to this agreement shall commence upon physical receipt by us or by the Vault of the goods for storage. Such responsibility by us to you shall remain in effect until the Parcel(s) are withdrawn or sold.

#### 4.8. Buyback Guarantee

We guarantee to buyback precious metals stored under S.T.A.R. Storage subject to the terms of service.

### 5. S.T.A.R. STORAGE TRANSFER-IN

5.1. You may ship or deposit your precious metals to us, and have it authenticated (i.e. DUX bullion test) and transferred into our S.T.A.R. Storage Account ("Transfer-in Process").

5.2. You may only ship bullion to us after a transfer-in order is initiated by you on our Website. We may decline or refuse to accept delivery or transfer-in of:

- precious metals or other products with no corresponding transfer-in order;

- precious metals or other products that are not on the list of goods accepted for transfer-in;
- precious metals or other products that are not in the specified packaging (e.g., loose coins);
- precious metals or other products that are not in the specified quantity for the parcel (e.g., 3 bars for a standard 5 bar parcel); and
- luxury watches or jewellery that are inadequately packaged and/or require special handling.

- 5.3. You may not ship, deposit, or transfer-in to us, other items, including any liquid, prohibited or restricted articles, contraband, perishable items, illegal or dangerous or hazardous substances of any kind, firearms, any other goods or merchandise whose import, export, or possession thereof is prohibited by law, or anything which may become a nuisance or for any other purposes than for the deposit of valuables or other assets of similar nature.
- 5.4. The shipment, delivery, and appropriate packaging of items for deposit or transfer-in shall be your sole responsibility. Your packaging of fragile items for shipment or delivery to us must be in accordance with the industry standards for the type of items to be stored so as to adequately protect the items from damage due to handling by multiple parties.
- 5.5. Should you ship, deliver or deposit to us, any non-tax free items (e.g., jewellery or watches, US gold eagles, private mint bars, gold krugerrands, etc), or any bullion that is not on the "IPM Tax Free List", or should your shipper wrongly declare your items to the Singapore customs authority, resulting in taxes and import duties being levied on the goods, you agree to be solely responsible for such taxes and you understand that we may not be able to accept such item for storage.

## **6. GENUINITY GUARANTEE**

- 6.1. DUX testing and ECM are non-destructive testing methodologies that measure material characteristics of a given sample and evaluates whether the results fall within acceptable material tolerances that are characteristic of precious metals that pass the DUX or ECM testing is considered by us to be genuine. We do not buy, sell, or store precious metals that fail the DUX or ECM test and/or precious metals that is not deemed genuine.
- 6.2. When you purchase precious metals from us, we guarantee that these precious metals are genuine and are either purchased directly from the mint or fully tested by us. In the unlikely event that the precious metals purchased from us turns out to be fake, counterfeit, or of a significantly lower purity as stated in the product, we will provide a replacement of your precious metals with the same type or if the type is unavailable, with a similar type of precious metals with the same or better purity. A claim under this guarantee is subject to the following conditions:
- a) For precious metals purchased under S.T.A.R. Storage, the claim must be lodged before you sign the delivery note accepting that the precious metals are received in good condition;
  - b) For precious metals purchased for Over-the-Counter Pickup at our retail office, the claim must be lodged before you sign the invoice accepting that the precious metals are received in good condition;
  - c) The guarantee does not cover any claims that are purely aesthetic in nature, including



but not limited to: a) missing or damaged certificate, b) milk spots and other types of tarnishing or discoloration, and c) damaged packaging;

- d) Silver Bullion will need to subject the precious metals for further testing to verify your claim; and
- e) We reserve the right to have the precious metals examined by an independent assayer.

6.3. Once your claim is lodged under this guarantee, Silver Bullion undertakes to respond as soon as possible, but no later than fourteen (14) business days after we have received the claim.

## 7. OUR CANCELLATION AND MARKET LOSS POLICY

### 7.1. Cancellation Policy

Order or Sellback cancellation, if initiated by you, shall be subject to our Market Loss Policy plus cancellation fee. Cancellation fees are calculated as 5% of the Order or Sellback total (minimum of SGD 45, whichever is higher). We may refuse new orders or sellback until such fees are paid in full. We reserve the right to cancel any Order or Sellback if we are unable to complete the Order or Sellback due to causes beyond our control, the Order or Sellback is deemed questionable, suspicious, too significant of risk, incorrect in confirmed price, or in the case of an Order if payment has not been received within a specified time frame.

### 7.2. Market Loss Policy

Upon cancellation of an Order or Sellback, you shall be liable for any price difference, which shall be the difference between the price at which we sold to you or bought from you and the prevailing market price or prices at the time of the cancellation ("Market Loss"). If the cancelled Order or Sellback is payable with cryptocurrency (e.g., bitcoin), you shall also be liable for any cryptocurrency price difference, which shall be the difference of the cryptocurrency lock-in price and the prevailing cryptocurrency price at the time of the cancellation. For the avoidance of doubt, you shall be liable for the cryptocurrency price difference under this paragraph when:

- a) an Order payable in cryptocurrency is cancelled, and the cryptocurrency price has increased from the time of your Order to the time of cancellation; and
- b) a Sellback payable in cryptocurrency is cancelled, and the cryptocurrency price has declined from the time of your Sellback to the time of cancellation.

Any market gain and cryptocurrency price gain by us on cancellations shall not be refunded to you and shall remain our property.

## 8. WHAT WE MEAN BY

The key terms that we use in this Sale, Buyback, and Storage Terms are in bold, including the following:

**"DUX"** has the meaning set out in the Testing Terms.

**"ECM"** has the meaning set out in the Testing Terms.

**"Force Majeure"** has the meaning set out in the Account Terms.

**"Order"** refers to purchases of precious metals or other products from us, whether made through our Website, by telephone, by email, in person or in any other way.

**"Over-the-Counter Pickup"** refers to the non-storage Buy Order of precious metals or other products that will be physically collected at our retail store.

**"Over-the-Counter Sellback"** refers to the non-storage Sellback of precious metals or other products that will be physically delivered by the seller to our retail store within the next day.

**"Parcel"** means a single uniquely identified property in tamper-evident bags with precious metals or other products that has been physically stored in the vault.

**"Schedule of Charges"** refers to page in our Website that lists the standard fees and charges for our Services.

**"Sellback"** refers to your sale of precious metals or other products back to us, whether made through our Website, by telephone, in person, by email, or otherwise.

**"S.T.A.R. Storage Account"** has the meaning set out in the Account Terms.

**"Vault"** means the ISO certified secured vaulting facility provided by The Safe House SG Pte Ltd or or any other subcontractor that we may appoint for the storage of precious metals or other products.

