

## S.T.A.R. GRAM TERMS

The following terms and conditions (the "S.T.A.R. Gram 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, (the "Silver Bullion Terms and Conditions") which, together with these terms, constitute the terms and conditions that will govern your purchase of S.T.A.R. Grams products.

Please note that some clauses in this S.T.A.R. Gram Terms shall not apply to your purchase of physical precious metals or other products.

### 1. ABOUT S.T.A.R. GRAMS

- 1.1. S.T.A.R. Grams is a precious metals accumulation program that allows Account Holders to buy, sell, and redeem fractional units of physical precious metal bars stored in the Vault.
- 1.2. Gold Gram, Silver Gram, and Platinum Gram are S.T.A.R. Grams products representing the fractional ownership of fully backed and insured Allocated Bar of gold, silver, and platinum, respectively, stored at the Vault.
- 1.3. Each Allocated Bar of gold and silver is produced by an accredited LBMA refiner and shall comply with LBMA's minimum purity standard. In the case of platinum, each Allocated Bar is produced by an accredited LPPM refiner and shall comply with LPPM's minimum purity standard.

### 2. BUYING S.T.A.R. GRAMS

- 2.1. You may purchase S.T.A.R. Gram product(s) from us 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.
- 2.2. When buying S.T.A.R. Gram product(s) 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 the S.T.A.R. Gram product(s) at the quantity, type and price specified at the time of your Sellback submission.
- 2.3. If you paid through your Cash Balance, your Order will be confirmed immediately, and the purchased S.T.A.R. Gram product(s) will be reflected into your S.T.A.R. Grams holdings upon Order Completion, subject to **Clause 2.4**. If you are not paying through your Cash Balance, your Order Completion will only take place after we confirm receipt of your Order payment.
- 2.4. S.T.A.R. Grams Pre-Order  

S.T.A.R. Grams operates as a fully allocated system, ensuring that physical gold bars are available before the fractional ownership of the bars can be transferred. Consequently, depending on the size of an order, Order Completion may not occur immediately, and will instead be tagged as a pre-order until the physical bars backing the S.T.A.R. Gram product(s) have been allocated (i.e., Order Completion has occurred).

### 3. SELLING S.T.A.R. GRAMS

- 3.1. You may sell S.T.A.R. Gram product(s) from us 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.
- 3.2. When selling S.T.A.R. Gram product(s) 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 the S.T.A.R. Gram product(s) at the quantity, type, and price specified at the time of your Sellback submission.
- 3.3. Once your Sellback is confirmed, the type and quantity of S.T.A.R. Gram product(s) sold will be deducted from your S.T.A.R. Grams holdings, and the proceeds will be credited to your Cash Balance upon Sellback Completion. The Allocated Bar(s) backing the sold S.T.A.R. Grams will be de-allocated accordingly. If you have requested the proceeds to be transferred to your Linked Bank Account, payment will be issued within two (2) business days from the Sellback submission.
- 3.4. Buyback Guarantee

We guarantee to buy back precious metals stored under S.T.A.R. Grams subject to the terms of service.

### 4. CANCELLATION

- 4.1. **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 the S.T.A.R. Gram product(s), as the case may be, at the quantity, type, and price specified at the time of your Order or Sellback submission.
- 4.2. 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 10**. Any cancellation request 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.
- 4.3. 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.

### 5. AUTOSAVE

- 5.1. Where you elect to use the AutoSave function, you understand and accept that the general intention is for funds deposited or held in your Cash Balance to be invested in S.T.A.R. Grams at the amount, type, and frequency of your choosing, subject to any minimum or maximum purchase amount that we may require from time to time. You acknowledge that Silver Bullion will never be deemed at fault by you where it invests your money in S.T.A.R. Grams, according to your standing instruction.
- 5.2. If your Cash Balance is unfunded and/or your funding method is not kept current and in good standing, or if your Cash Balance has insufficient funds and/or your funding method is not kept current and in good standing to purchase S.T.A.R. Grams at the fixed time according to your standing instruction, then no automatic purchase of S.T.A.R. Grams will be made on your behalf at that time.
- 5.3. In the event that Silver Bullion is at fault in failing within the specified time period to act on your AutoSave standing instruction, for any reason whatsoever, you accept that Silver Bullion's liability to you is limited to any loss you may incur arising from the price differential between the S.T.A.R. Grams price that you might reasonably have expected to achieve had Silver Bullion not failed to perform, and the S.T.A.R. Grams price at the time the replacement trade is executed.

5.4. Credit/Debit Card Funding Arrangement

Credit/Debit Card Funding: By setting up recurring payments by credit/debit card, you agree to us debiting the relevant credit/debit card for the amount and funding frequency that you selected. This recurring payment arrangement will continue to be in effect until you terminate the arrangement or until we receive a notification from your bank. We reserve the right to terminate this payment arrangement at any time at our discretion.

If you enabled the AutoSave and we receive a chargeback related to you recurring credit/debit card payment, your completed Order will be reversed and you will be charged an administration fee of fifty Singapore Dollars (\$50.00 SGD) plus market loss in accordance with our Market Loss Policy. You also agree that in such instances, we will not be responsible for any potential market gain related to your reversed order.

Unsuccessful deduction: If we are unable to make the charge on your credit/debit card, for any reason whatsoever, and your Cash Balance is not sufficiently funded, any scheduled recurring order under AutoSave will not be executed by us.

Termination: The credit/debit card Funding arrangement will be terminated if (a) the deduction is unsuccessful on a repeated basis for three (3) consecutive funding cycles; or (b) due to suspension, termination or expiry of the relevant credit/debit card, stolen debit/credit card or closure of your bank account.

5.5. Changing or stopping the funding method

If you wish to change or stop your AutoSave funding method, this will only take effect prior to the next funding cycle. If you wish to stop the payment by credit/debit card, you must notify your bank and us before the termination. If your card is lost, stolen, expired, or terminated, you must also inform us in writing immediately. The termination of these forms of payment will only be effective when the message referring to the credit/debit card funding is no longer reflected in your Silver Bullion Account.

**6. S.T.A.R. GRAMS REDEMPTION AND TRANSFER-IN**

- 6.1. You may, at any time, use your S.T.A.R. Grams holdings to exchange for any products available on our Website, subject always to the applicable minimum redemption amounts and specific physical precious metals product premiums, where applicable.
- 6.2. You may deposit precious metal products for conversion to S.T.A.R. Grams ("Transfer-in"), subject always to the applicable minimum size, form, source, and minimum quality and assay.

## **7. YOUR OWNERSHIP OF THE PRECIOUS METALS IN VAULT**

- 7.1. The S.T.A.R. Gram product(s) you hold represents your fractional ownership of the Allocated Bar of gold, silver, or platinum stored at the Vault, as such the title to such Allocated Bar of gold, silver, or platinum shall at all times vest in the relevant customer as owner.
- 7.2. For the purposes of warehousing and operational efficiency, Silver Bullion may re-allocate Allocated Bar(s) to streamline the custody, tracking, and management of physical precious metals stored with Silver Bullion. As part of this process, we may consolidate or re-allocate your holdings of specific physical precious metals in accordance with the S.T.A.R. Gram Terms. We will ensure that such re-allocation does not affect your ownership rights to a specific quantity, quality, or assay of the precious metals you own. For clarity, where an Allocated Bar of a certain type of standardized precious metal backing a S.T.A.R. Gram is re-allocated with another Allocated Bar of the same type of standardized precious metal, such re-allocation would be considered not to have affected your holding of a specific quality and assay of a particular type of standardized precious metal as all Allocated Bars comply with the minimum purity standards set out in **Clause 1.3**.
- 7.3. Silver Bullion reserves the right to, and you acknowledge that Silver Bullion may, at its sole discretion and without prior notice, re-allocate your Allocated Bar(s) as necessary to facilitate the purposes outlined in **Clause 7.2**. You hereby appoint, and shall be deemed to have appointed, Silver Bullion as your agent or attorney-in-fact to effectuate any re-allocations required for these purposes.
- 7.4. As a fractional owner of the Allocated Bar, your ownership rights will be unaffected in the unlikely event that Silver Bullion or the Vault declares bankruptcy and in no event shall it ever be considered or treated as part of the bankrupt estate of Silver Bullion or the Vault.
- 7.5. We will publish on our Website on a regular basis, reconciled and aliased records of ownership of all the Allocated Bar of gold, silver, or platinum, in the Vault based on the total S.T.A.R. Grams units owned by each customer.

## **8. ALLOCATION AND SWAP OF ALLOCATED BARS**

- 8.1. Any allocation or re-allocation of Allocated Bars to S.T.A.R. Grams, as contemplated in this S.T.A.R. Gram Terms (including Clauses 2, 3, and 7), shall be conducted as part of the operational processes outlined herein, with re-allocation, where necessary, occurring during a Re-allocation Period.
- 8.2. All allocation or re-allocation of Allocated Bars to S.T.A.R. Grams shall be determined at the sole discretion of Silver Bullion and in accordance with the provisions of this S.T.A.R. Gram Terms.

## **9. STORAGE OF ALLOCATED BARS**

- 9.1. Your S.T.A.R. Grams holdings are always fully backed by physical gold, silver, or platinum bars. You authorise us to arrange for the storage and insurance of the Allocated Bar of gold, silver, or platinum 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, or insurance of the Allocated Bar of gold, silver, or platinum.
- 9.2. To cover the cost of insured and secured storage of the physical gold, silver, or platinum bars, you will be charged a storage fee based on your S.T.A.R. Grams holdings' daily weighted average and at the prevailing storage rate (as provided in our Schedule of Charges).

## 10. OUR CANCELATION MARKET LOSS POLICY

### 10.1. 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.

### 10.2. 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.

## 11. WHAT WE MEAN BY

The key terms that we use in this S.T.A.R. Gram Terms are in bold, including the following:

**"Account Owner"** has the meaning set out in the Account Terms.

**"Allocated Bar"** means the physical gold, silver, or platinum, fractional units of which are owned outright by you, as allocated to your S.T.A.R. Grams holdings, and stored at the Vault under a safekeeping or custody arrangement, which may be re-allocated at the sole discretion of the Company in accordance with Clauses 7.2 and 7.3. Photos and information of the allocated bars can be viewed through the S.T.A.R. Grams Explorer.

**"Re-allocation Period"** means the period from 12:00 AM to 12:30 AM SGT of each calendar day, during which any necessary re-allocations of Allocated Bars are performed to reflect the transactions and holdings from the previous day.

**"AutoSave"** means the service that enables users to issue a standing instruction to purchase certain quantities of S.T.A.R Grams product(s) at recurring intervals.

**"Gold Gram"** refers to the digital representation of the physical gold fractionally owned by the Account Owners S.T.A.R Grams.

**"LBMA"** means the London Bullion Market Association.

**"Linked Bank Account"** has the meaning set out in the Account Terms.

**"LME"** means The London Metal Exchange.

**"LPPM"** means the London Platinum and Palladium Market.

**"Order"** refers to purchases of S.T.A.R. Grams product(s) from us, whether made through our Website, by telephone, by email, in person or in any other way.

**"Order Completion"** in relation to Orders for S.T.A.R. Grams, refers to when physical bars backing the S.T.A.R. Gram product(s) have been allocated.

**"Platinum Gram"** refers to the digital representation of the physical platinum fractionally owned by the Account Owners S.T.A.R Grams.

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

**"Sellback"** refers to your sale of S.T.A.R. Grams product(s) back to us, whether made through our Website, by telephone, in person, by email, or otherwise.

**"Sellback Completion"** in relation to Sellbacks of S.T.A.R. Grams, refers to when the type and quantity of S.T.A.R. Gram product(s) is/are deducted from a customer's S.T.A.R. Grams holdings, and when the Allocated Bar(s) backing the relevant S.T.A.R. Grams is/are de-allocated.

**"Silver Gram"** refers to the digital representation of the physical silver fractionally owned by the Account Owners S.T.A.R Grams.

**"S.T.A.R. Grams"** refers to the digital representation of the physical precious metals fractionally owned by the Account Owners, including among others, Gold Grams, Silver Grams, and Platinum Grams.

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

**"Vault"** has the meaning set out in the Sale, Buyback, and Storage Terms.