

## GOLDX Terms and Conditions

### 1. INTERPRETATION

In this Agreement, unless otherwise expressly stated or if the context requires otherwise, the following terms shall have the meanings set out below:

**“Agreement”** means these terms and conditions, any account-opening documentation (including an electronic registration form you complete when applying for a GOLDX Account) and any other documents, terms and conditions, or policies which are expressly stated by GOLDX to form part of the agreement between us and you.

**“GOLDX Account”** means the electronic record of:

- a. gold that you own, identified by quantity and purity of the gold, and delivered to us for storage in the Vault;
- b. payments to and from us in relation to the purchases, sales of gold and any other transactions between you and us under this Agreement;
- c. the fees levied by us for services provided to you.

**“Customer”, “you” or “your”** means a person who has registered and has been accepted by us for a GOLDX Account on the GOLDX Website or GOLDX Mobile App including satisfactorily completing the applicable verification requirements in accordance with this Agreement.

**“Ethereum Wallet”** means a cryptocurrency wallet owned by you which adheres to and supports the ERC20 Token Standard.

**“USDC”** means USD Coin, a type of cryptocurrency that is referred to as a stablecoin.

**“Force Majeure”** means any circumstance, act, or event beyond our reasonable control, including (but not limited to) any:

- a. lock outs, strikes or other industrial disputes (in each case, whether or not relating to our workforce and whether or not beyond our reasonable control);
- b. changes to applicable laws, acts, or regulations of any governmental or supranational bodies or authorities;
- c. breakdown, failure, malfunction, or hacking of telecommunications or computer services or systems (including the internet) including, without limitation, any third-party services or systems or acts of hackers;
- d. unusual volatility in the market, hacking, Denial of Service (DoS) attack, deliberate market distortion or manipulation, and disruptions to trading or the trading price;

- e. act of God, fire, act of government or state, terrorist act, war, civil commotion, insurrection or embargo, earthquake, nuclear incident, floods, volcanic action;
- f. inability to communicate with brokers or market makers for whatever reason or late or mistaken delivery or payment by any bank or counterparty;
- g. prevention from or hindrance in obtaining any energy or other supplies; and
- h. any other reason (whether or not similar in kind to any circumstance, act or event described in (a) to (g) above).

**“GOLDX”, “we”, “us”, or “our”** means HelloGold Foundation Limited (or any of its affiliates) with its registered address at 8 Robinson Road #03-00 ASO Building, 048544, Singapore.

**“GOLDX Platform”** means the GOLDX private and public website accessible at [www.hgfoundation.io](http://www.hgfoundation.io) amended from time to time (the “Website”), the GOLDX Application Programming Interface (“API”), and any associated GOLDX-hosted websites or mobile applications (“Mobile App”) (collectively the “GOLDX Platform”).

**“GOLDX Services”** means any and all of the services provided to you through the GOLDX Platform and includes the use of the GOLDX Platform.

**“Password”** means the string of at least eight (8) characters in length that you may use to access your GOLDX Account and other security credentials used to authenticate identity;

**“Privacy Notice”** means the privacy notice of GOLDX that is available on the GOLDX Website (as amended from time to time).

**“Vault”** means the location where gold is physically stored pursuant to an agreement entered into by or on behalf of GOLDX with a Vault Operator.

**“Vault Operators”** means one or more service providers appointed by us (or our agent) in accordance with clause 8 to store gold on behalf of our customers.

## 2. ACCEPTANCE OF AGREEMENT

2.1 This Agreement takes effect upon acceptance by the Customer of these terms and conditions during the account opening process through the GOLDX Mobile App. The relationship between GOLDX and the Customer arising from or in connection with the Customer’s GOLDX Account shall be defined and governed by this Agreement.

2.2 This Agreement applies to your GOLDX Account and your use of:

- a. the GOLDX Platform; and
- b. any of the services provided to you by GOLDX together with the GOLDX Platform (the “GOLDX Services”).

- 2.3 By signing up to use the GOLDX Platform through the GOLDX Website or GOLDX Mobile App, you agree:
- a. that this Agreement will document the contractual relationship between you and us;
  - b. to be bound by the provisions of this Agreement;
  - c. to comply with all relevant laws of any territory of which you are a citizen, national, or subject, and of any territory in which you are resident from time to time, and of any other territory from which you access the GOLDX Website, the laws of the countries in which the Vaults are located (where applicable), and including, without limitation, the laws of Singapore; and
  - d. to authorize and allow GOLDX to disclose your personal information and documents to parties providing loan, credit and/or any other financial services to you.
- 2.4 You understand, acknowledge and agree that:
- a. the gold recorded in your GOLDX Account is held by GOLDX as bailee and is stored in a Vault;
  - b. should you wish to add USDC to your GOLDX account, there is a limit to the add USDC transactions you may carry out.
  - c. you may only withdraw funds to the Ethereum Wallet you have indicated during KYC. You may update this information from the setting menu within the GOLDX app once you have fully KYCed. However, your funds withdrawal is subject to a combined daily withdrawal limit of 10,000 USDC;
  - d. any USDC credited to your GOLDX Account is not a deposit with or loan to us and your GOLDX Account is not a bank account under the Banking Act (Cap. 19) (as amended) or equivalent laws in your country;
  - e. any USDC standing to the credit of your GOLDX Account represents payment for gold that you intend to purchase under this Agreement and GOLDX is authorized without any further action required from you and without prior notice to you to convert such crypto assets to gold, at a price and subject to fees determined under clauses 6 and 8, at any time and from time to time;
  - f. any USDC unutilized under clause 2.4 constitutes a non-interest-bearing security deposit that is held by us as security against any breach of your obligations under this Agreement and may be applied by us towards the performance of any obligation you owe to us under this Agreement;
  - g. there is no interest payable to you on any amount in your GOLDX Account;

- h. the gold in your GOLDX Account is insured under insurance policies arranged by the Vault Operators.
  - i. you are only allowed one GOLDX account per email address and it is your responsibility to retain control of your email address. GOLDX reserves the right to close the account(s) where there is duplication of transactions on different phones. GOLDX reserves the right to close accounts which are dormant and/or lock accounts whenever necessary.
  - j. the GOLDX account can be operated on most Android devices subject to any restrictions or settings applicable to the devices.
  - k. except as required by law, no person shall be recognized by GOLDX as holding any gold under this Agreement upon any trust, whether, express, implied or constructive, and GOLDX shall not be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future, or partial interest in your GOLDX Account except an absolute right to the entirety of the GOLDX Account.
- 2.5 You acknowledge that the GOLDX Website and the GOLDX Services do not constitute a “capital market service” under the Securities And Futures Act (Cap. 289) (as amended) or equivalent laws in your country, trading of, or an exchange in, securities, investment contracts or any document, instrument or writing commonly known as a “security” or “derivative”, at law or otherwise.
- 2.6 You understand that you may only purchase or sell gold through your GOLDX Account by way of:
- a. Transfers of USDC via the transfer service available within the GOLDX app, to, or from, an Ethereum Wallet, in your own name which you have linked to your GOLDX Account; or
  - b. redemption of tokenised gold as described in clause 9;
- 2.7 To be eligible to use the GOLDX Services, you must be at least 18 years old or the applicable age of majority and contractual capacity if you reside in a jurisdiction where the age of majority or contractual capacity is above 18 years of age. By accessing or using the GOLDX Services, you represent and warrant that you are both over the age of 18 years old and of the applicable age of majority and contractual capacity in the jurisdiction in which you reside.

## 3. COMMUNICATIONS

- 3.1 Communications between you and GOLDX may be conducted by email or by other electronic means that we offer from time to time. Any instructions that you give to us in any such manner will have the same legal effect as if you gave them to us in traditional written form. You agree that all electronic communications may be recorded and kept by us as a record of your instructions.
- 3.2 You are responsible for the accuracy of your instructions for all transactions in your GOLDX Account and through the GOLDX Platform. Instructions once sent, in any form acceptable under the GOLDX Platform in relation to your GOLDX Account, are final and irrevocable. It is your responsibility to ensure that your personal information registered on the GOLDX Platform is accurate at all times.
- 3.3 You agree to promptly review the transaction history and any account statements pertaining to your GOLDX Account that you receive to ensure that your instructions have been carried out and that there have been no unauthorized dealings in your GOLDX Account. You must inform us of any errors or omissions within seven (7) calendar days of the disputed transaction(s).

## 4. CUSTOMER DUE DILIGENCE

- 4.1 You agree to provide GOLDX with such information as GOLDX may require or request, in its discretion, in relation to this Agreement and your relationship with GOLDX, including all information required to comply with all applicable laws and regulations, including all applicable anti-money laundering rules and regulations.
- 4.2 Without prejudice to the generality of the foregoing, you must provide a copy of your current valid government-issued photo identification document with MRZ (Machine Readable Zone) details visible and/or such other identifying and verifying information or documents as we determine from time to time in our discretion (the "ID Documentation") at a time to be determined by us, including prior to opening a GOLDX Account, prior to funding your GOLDX Account, prior to purchasing gold or withdrawal of any fund in your GOLDX Account, upon your funding reaching a certain level prescribed by us, or at any other time at our discretion.

- 4.3 You agree that your ID Documentation will be a colour reproduction of the original document without obstruction, of sufficient size, resolution and legibility. You agree that GOLDX is entitled to perform a background check prior to approving your application to open a GOLDX Account or at any other time during the course of the relationship at our discretion. You further consent to GOLDX contacting credit bureaux to obtain information about you for purposes of confirming your identity under applicable “know-your-customer” rules. You understand that failure to provide any of the information we request from time to time under such rules may result in your GOLDX Account being frozen and/or terminated without any notice to you.
- 4.4 You represent and warrant to us at all times that, to the best of your knowledge, any information provided to us by you is complete, accurate, and not misleading in any material respect and you agree to notify us should such information change.

## 5. SECURITY AND PRIVACY

- 5.1 To protect your privacy and information about your GOLDX Account and access to your account, when you open a GOLDX Account, you must create a Password and a PIN code. Unless you enter the correct PIN code upon logging in to your GOLDX Account, we are unable to take your instructions regarding your GOLDX Account. Every new signing in from different device will require you to re set your PIN code. You are responsible for, and give us your authorization to carry out, all instructions given to us online where and when your correct Password and/or PIN code is entered to access your GOLDX Account. GOLDX will not be liable to you for any loss or claim arising out of our relying on oral or electronic instructions provided to us using your Password and/or PIN code.
- 5.2 You accept that it is your responsibility to keep your Password and PIN code confidential. You alone are responsible for your Password and PIN code security. When you give us instructions by cellular phone, email, or other non-secure methods, including instructions sent through the Mobile App, we cannot guarantee confidentiality because third parties can intercept those methods of communication. If you suspect that any other person has become aware of your Password or PIN code, you must immediately notify us in writing by email or via the GOLDX Application customer service chat and you agree to cooperate with us in any subsequent investigation. Until you notify us, you will be liable for all transactions that are made using your Password and/or PIN code. In addition to Passwords and PIN code, you may be required to adopt other security measures that we make available to protect the security of your information.

- 5.3 You must exercise safe security practices when accessing and conducting electronic transactions. This includes signing out and closing any online electronic transaction services once all transactions have been completed regardless of your method of accessing the GOLDX Platform. You must also maintain any security measures that we recommend relating to requirements for encryption technology, virus scanning, software, firewall systems, anti-spyware software, cybersecurity measures and similar safeguards to maintain security for all electronic transaction activities.
- 5.4 Every network communication with GOLDX servers is secured by the Transport Layer Security (TLS) protocol.
- 5.5 GOLDX maintains the master copy of ownership records. Records relating to you and your GOLDX Account will only be modified upon the execution of your valid instructions, in accordance with the terms of this Agreement.
- 5.6 On a regular and frequent basis, but no more frequently than daily, GOLDX will publish reconciled and anonymized customer-by-customer records of ownership of all the bullion in the vaults held by customers to both internal and independent external sources.
- 5.7 GOLDX ensures that at least two widely separated data storage sites receive duplicates of the full GOLDX database.

## 6. PRICE

- 6.1 You agree that the price for any purchase or sale of gold for any transaction within your GOLDX Account will be based on the Best Bid or Offer ("BBO") as calculated by our pricing engine. The pricing engine, among other things, collects and distributes real-time gold prices from its bullion counterparties quoting bids and offers for the purchase or sale of physical gold bullion from each respective Bullion Provider GOLDX transacts with. You accept that the BBO is determined at GOLDX's sole and absolute discretion taking into account all factors it deems relevant, including without being limited to the prevailing world and local market conditions for gold, and the gold fineness. Every gold transaction in your GOLDX Account is executed at the BBO plus the current prevailing fee published on the GOLDX Website.
- 6.2 Redemption of gold in the form of GOLDX Token can be done at no extra cost to the user. Limits upon the numbers of redemption per day per user and upon the maximum quantity to be redeemed per customer per day will be fixed at the discretion of GOLDX, as expressed in clause 9.2
- 6.3 Storage fees will apply for gold stored with the Vault Operators, at rates prescribed by GOLDX from time to time.

6.4 You are entitled to refund of any purchase made within seven (7) days but shall remain liable for any fluctuation in gold prices and administrative fees.

## 7. GOLD QUALITY, PURITY, AND AUDITING

7.1 GOLDX takes only assayed bullion bars as good delivery from recognized counterparties, bullion-dealers, and bullion-banks according to best industry-practices which exist in the market.

7.2 All gold purchased by you will be stored at a Vault Operator upon purchasing the metal in your GOLDX Account.

7.3 GOLDX deals exclusively in investment gold bullion being not less than 99.5% purity and of a weight and manufacturer accepted by the global bullion markets such as LBMA, COMEX or other globally recognized bullion markets.

7.4 GOLDX accounting units of gold, in accordance with standard bullion-market practice, are expressed in fine gold content. The fine gold content of each bar is its weight multiplied by its purity. The resulting units of gold applied on your GOLDX Account are 99.99% pure gold content (fine gold) of a 99.5% (or greater) assayed bullion bar denominated in grams.

7.5 GOLDX confirms that it has obtained a representation from its gold bullion counterparties that every gram of gold purchased by GOLDX for GOLDX Accounts is a gram of the 99.99% pure gold content (fine gold) of a 99.5% (or greater) assayed bullion bar held in the relevant Vault.

## 8. STORAGE AND INSURANCE

8.1 You authorize us to arrange for the storage, transportation, and insurance of your gold. We will hold your gold as bailee and appoint HelloGold Foundation Limited, or any of its affiliates ("HGF"), as our agent, to enter into storage agreements with gold vault operators selected by GOLDX in its sole discretion (a "Vault Operator").

8.2 All storage agreements with Vault Operators are entered into by HGF.

8.3 Any storage agreement entered into by HGF with a Vault Operator provides that gold allocated under the storage agreement will be specifically identified and physically segregated at all times.

8.4 You authorize us to act as bailee and to provide instructions to the Vault Operator and insurance company in such capacity under the terms of the bailment.



- 8.5 Notwithstanding any other term, neither GOLDX nor HGF is responsible for the physical storage and safekeeping of your gold bullion. That responsibility lies with the Vault Operator. Beyond committing to ensure adequate insurance is in place in relation thereto, as set forth in clause 8.6 below, neither GOLDX nor HGF has any responsibility or liability relating to the storage of gold.
- 8.6 GOLDX will ensure your bullion is insured against theft and damage according to the accepted insurance standards of the bullion industry, and at a cost which is included in the charge you pay to GOLDX in respect of custody of your bullion.
- 8.7 GOLDX confirms to you that, in each storage agreement, the Vault Operator agrees to provide GOLDX with documentary evidence of insurance.
- 8.8 You can request evidence of insurance for your bullion by contacting us at [hellog@hgfoundation.io](mailto:hellog@hgfoundation.io).

## 9. FEES AND LIMITS

- 9.1 You may, by initiating a redemption request via the GOLDX Platform, together with such identifying information as requested by GOLDX, at any time request delivery of tokenised gold in the form of GOLDX Token to your Ethereum Wallet registered in the GOLDX Mobile application, provided that you hold sufficient gold (as specified in clause 9.2) and subject to the redemption limits described below.
- 9.2 Tokenised redemption of gold are subject to a minimum quantity in the form of whole grammes when making a tokenised redemption request through the GOLDX Platform. Tokenised redemption of gold in the form of GOLDX Tokens may be subject to daily maximum withdrawal limits.
- 9.3 You may sell the gold in your GOLDX Account. The gold in your GOLDX Account will then be sold at the prevailing market price at the time of the withdrawal pursuant to clause 6. We will then credit an equivalent USDC to your GOLDX Account. The transfer of funds between your GOLDX Account and your Ethereum Wallet you registered in the GOLDX Mobile application may be subject to spending limits based on your gold balance. Under normal market conditions, withdrawals will be processed within 24 hours after reception of your request through the Withdrawal feature of the GOLDX Mobile application. Processing time may vary based on the state of the Ethereum protocol supporting the transfer.

## 10. LIMITATION OF LIABILITY; NO WARRANTIES

- 10.1 GOLDX, its agents, employees, or officers, shall under no circumstances be liable:

- 10.1.1: to you, whether in contract, tort, breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement;
  - 10.1.2: for any special, general, direct, indirect, incidental or consequential damages, even if we had been advised of the possibility thereof;
  - 10.1.3: for any damages resulting from latent defect, loss of data or loss of profits;
  - 10.1.4: for any damages resulting from any of your instructions not being sufficiently clear or any failure by you to provide correct or requested information;
  - 10.1.5: for any loss as a result of risks associated with online trading, including software and hardware failure latent defect, loss of data, delays, failure, errors, omissions, or losses of transmitted information or instructions, power outages, internet failure, hackers, denial of service (DoS) attacks, viruses, or other contaminating or destructive properties;
  - 10.1.6: for any penalties, fees, interest, costs or damages imposed upon or incurred by you with respect to any transfers or payments, or for our inability to retrieve electronic payments from accounts held at financial institutions.
- 10.2 GOLDX will not be in breach of this Agreement or otherwise liable for any loss suffered or incurred as a result of any delay in performance or any non-performance of any obligations under this Agreement (and, where relevant, the time for performance will be extended accordingly) if and to the extent that the delay or non-performance is owing to:
- a. Force Majeure; or
  - b. neglect, serious fault or wilful misconduct on the part of you including any failure to keep your Password secure and any failure to comply with this Agreement or associated policies.

- 10.3 In case of Force Majeure, we will use our reasonable endeavours to mitigate the effect of the Force Majeure and to carry out our obligations under this Agreement in any other way that is reasonably practicable. We will, as soon as reasonably practicable, notify you of the nature and extent of the circumstances giving rise to Force Majeure. If the Force Majeure in question prevails for a continuous period in excess of six (6) months after the date on which the Force Majeure begins, you shall be entitled to give notice to us to terminate this Agreement in accordance with clause 12.
- 10.4 In the case of market distortion, volatile markets, systems (including third party systems upon which GOLDX is reliant) being hacked, and market disruption, GOLDX reserves the right to adjust an order if the metal and currency quotes received from GOLDX's data source, when the order was placed, is found to be incorrect. GOLDX will contact you if an order needs to be adjusted due to incorrect market data, and you may cancel the order if you do not want to trade on the corrected market rate.
- 10.5 Our total liability to you in respect of any losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the GOLDX Account at the time of the alleged claim, subject always to a maximum liability limit of \$10 (ten) United States dollars or equivalent.
- 10.6 Information sent over the Internet may not be completely secure and the Internet and related online systems may not function at all times. We are not responsible for any loss or damages you may incur if a third party obtains access to your confidential information transmitted over the Internet or if you are temporarily unable to determine your balance on the GOLDX Website.
- 10.7 If you grant express permission for a third party to connect to your GOLDX Account, either through the third party's product or through the GOLDX Services, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. Further, you acknowledge and agree that you will not hold GOLDX responsible for, and will indemnify GOLDX from, any liability arising from the actions or omissions of this third party in connection with the permissions you grant.
- 10.8 You will not be held responsible for any fraudulent transactions on your GOLDX Account directly resulting from:
- a. fraudulent, or grossly negligent acts committed by us; or
  - b. a breach of security of the GOLDX Website except where such transactions resulted from the misuse of your Password.

10.9 TO THE FULLEST EXTENT PERMISSIBLE BY LAW, GOLDX DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

10.10 This clause shall survive termination of the Agreement or closure of any GOLDX Account.

## 11. INDEMNITY

11.1 Subject to clause 10 above, except to the extent that it results from GOLDX's gross negligence or wilful default or arises from any contravention or breach by GOLDX of any applicable law, you irrevocably and unconditionally agree to indemnify and keep GOLDX and its directors, officers, employees, and agents indemnified against any loss, claim, damage, cost, or expense or any other liability whatsoever (including, without limitation, legal fees on a full indemnity basis and all taxes and other duties payable in connection therewith) which may be suffered:

- a. in connection with any service provided to you under this Agreement;
- b. as a result of your failure to comply with its obligations under this Agreement;
- c. in the enforcement of this Agreement; or
- d. in connection with any instruction given by you, any transaction effected for you or any service provided to you, including any action properly taken by GOLDX or by its agents under this Agreement.

11.2 The indemnity in this clause 11 shall continue notwithstanding the termination of this Agreement or closure of any GOLDX Account.

## 12. TERM AND TERMINATION

12.1 Subject to clause 12.6, this Agreement will remain in effect and will bind you and us until such time as your GOLDX Account is closed. We may, at our absolute discretion, close your GOLDX Account and terminate this Agreement by notice to you with immediate effect for any reason whatsoever, including any breach of this Agreement by you or if you become a bankrupt. You may close your GOLDX Account and terminate this Agreement by giving written notice to us if your GOLDX Account has a nil or zero balance.

12.2 GOLDX reserves its right to immediately suspend or terminate your access to any or all of the GOLDX Services and/or deactivate or cancel your GOLDX Account if you are in default, including if (i) GOLDX is required to do so by a valid subpoena, court order, or order from a regulatory authority, or otherwise required by law, (ii) your GOLDX Account is being misused or GOLDX suspects that it is being used in furtherance of illegal activity (with or without actual knowledge of the same), (iii) you take any action to circumvent GOLDX's controls, including, but not limited to, opening multiple GOLDX Accounts or abusing promotions which GOLDX may offer from time to time, or (iv) if you are in breach of this Agreement.

12.3 You will be permitted to transfer the balance in your GOLDX Account after ninety (90) days have elapsed following GOLDX Account deactivation or cancellation unless such transfer is prohibited by a valid subpoena, court order, order from a regulatory authority, or otherwise prohibited by law. You are responsible for arranging movement of funds to your Ethereum Wallet after your GOLDX Account deactivation or cancellation.

12.4 You will not be charged for cancelling your account and will only be required to pay for those GOLDX Services used that are subject to charges. If any transaction is in a pending state at the time your account is cancelled or suspended, such transaction may be cancelled and/or refunded as appropriate. You may not cancel your account to evade an investigation or avoid paying any amounts otherwise due to GOLDX.

- 12.5 Upon suspension or cancellation of your account, you authorize GOLDX to cancel or suspend pending transactions and hold the funds associated with such transactions until GOLDX is certain that funding reversal windows are complete. In the event that GOLDX closes your account or terminates your access to the GOLDX Services, or deactivates or cancels your account, you will remain liable for all amounts due hereunder.
- 12.6 Any accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination. Any clauses of this Agreement which expressly or by implication have effect after termination shall continue in full force and effect.
- 12.7 In the event that a technical problem causes system outage or account errors, GOLDX may temporarily suspend access to your GOLDX Account until the problem is resolved.

## 13. DEATH OR INCAPACITY

- 13.1 If you die or otherwise become incapacitated, and evidence of such is produced to us by your legal personal representative(s), which we deem to be sufficient in our absolute discretion, you authorize us to sell the gold in your GOLDX Account at the prevailing market price and release the funds (after deducting all applicable fees and charges) to your legal personal representative. In such an event, your legal personal representative shall be the only person(s) recognised by GOLDX as having any title or legal rights to your GOLDX account.
- 13.2 Nothing in this Agreement shall release the estate of a deceased Customer from any liability in respect of the GOLDX Account.

## 14. TAX

- 14.1 You are responsible for paying all local taxes and tariffs that are or may be applicable to purchases, conversion, sale or custody of gold, and any associated charges.

## 15. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 15.1 You acknowledge that any and all of the intellectual property rights including, without limitation, the GOLDX logo, any other trademarks, trade names, copyright and other rights used or embodied within the GOLDX Website are and will remain GOLDX's sole property.

- 15.2 All information and material which we supply to you, excluding your account balances and other information specific to your account, constitutes part of our confidential and proprietary information except for any such information or material in the public domain through no fault of yours. You may not reproduce, copy, or disclose such confidential and proprietary information without our prior written consent.
- 15.3 You warrant that you will not, nor will you attempt to, tamper with, modify, reverse engineer, gain unauthorised access to, or in any way alter any of our software or the GOLDX Website. You understand that we may close your account immediately and may take legal action against you if you breach, or we reasonably suspect that you may have breached, this warranty.

## 16. MISCELLANEOUS

### 16.1 Assignment

- a. GOLDX may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.
- b. You shall not, without the prior written consent of GOLDX, assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under this Agreement.

### 16.2 Right of set-off

- a. You shall be under an obligation to pay all amounts due under this Agreement in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off, or counterclaim against GOLDX in order to justify withholding or disputing payment of any such amount in whole or in part.
- b. GOLDX may, without limiting its other rights or remedies, set-off any amount owing to it (or to any of its affiliates) by you against any amount payable by GOLDX to you.

### 16.3 Currency

Unless otherwise specified in this Agreement, all references to currency, monetary values and dollars set forth herein shall mean USDC and all payments hereunder shall be made in USDC.

## 16.4 Entire agreement

- a. This Agreement constitutes the whole and only agreement between the parties relating to the subject matter of the Agreement. Each party to the Agreement acknowledges that, except in the case of fraud, in entering into this Agreement, it is not relying on any pre-contractual statement which is not repeated in this Agreement.
- b. Except in the case of fraud by either party, no party shall have any right of action against the other party arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in this Agreement.
- c. This Agreement applies to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## 16.5 Variation

- a. Except as set out in this Agreement, any variation, including the introduction of any additional terms and conditions, to the Agreement, shall only be binding when agreed in writing and signed by an authorised signatory of GOLDX.
- b. We shall have the right, by notice in writing to you, to add to, alter, vary, supplement, or modify all or any parts of the Agreement at any time as we may consider necessary or desirable in order to reflect changes in the law, to meet regulatory requirements or to reflect new industry guidance and codes of practice or changes to our notices, policies and operating procedures.
- c. We may vary or amend the terms or provisions of this Agreement (including those relating to fees), by giving you written notice of any variation or amendment, which notice, if posted to your GOLDX Account or email address, shall be deemed to have been received by you on the day it was posted.
- d. You shall be deemed to have agreed to any variation or amendment of the terms or provisions of this Agreement if you continue to use our services after the date specified in the notice as the effective date of such variation or amendment. If you do not wish to be bound by any variation or amendment notified to you in accordance with this clause 16.5, you may terminate this Agreement in accordance with clause 12.1 and must notify us in writing without delay and, in relation to variation or amendment under clause 16.5(c), before the expiry of the notice period.



## 16.6 Severability

In the event any provision (or part of any provision) of this Agreement shall for any reason be held by a court or any other competent authority to be invalid, illegal, or unenforceable, that provision, to the extent required, shall be deemed deleted and the remaining provisions shall remain valid and enforceable.

## 16.7 Rights of third parties

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

## 16.8 No agency or partnership

Except as otherwise expressly provided for in this Agreement, nothing in this Agreement is intended to, or shall be deemed to, constitute a trust, partnership or joint venture of any kind between any of the parties, nor constitute any party a fiduciary or agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

## 16.9 Notices

- a. Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be sent to the other party, such notice shall be deemed to have been duly received on the same day as it is sent.
- b. This clause 16.9 shall not apply to the service of any proceedings or other documents in any legal action, which documents must be sent to GOLDX's registered address, as published on the GOLDX Website from time to time.

## 16.10 No waiver

- a. A waiver of any right under this Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- b. Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

## 16.11 Governing law

- a. This Agreement is governed by the laws of Singapore applicable therein. In the event of a dispute but subject to clause 16.11(b) below, you agree that the courts of Singapore will be competent to hear such dispute, and you agree to be bound by any judgment of that court.
- b. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be decided by arbitration in accordance with the Rules for Arbitration of the Singapore International Arbitration Centre. The number of arbitrators shall be one. The place of arbitration shall be Singapore. The language used in the arbitration proceedings shall be English. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

## 16.12 Void where prohibited

Although the GOLDX Website is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the GOLDX Website are available to all persons or in all geographic locations, or appropriate or available for use worldwide. GOLDX reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the GOLDX Website is void where prohibited. If you choose to access the GOLDX Website, you do so on your own initiative, and you are solely responsible for complying with applicable local laws. GOLDX is not responsible or liable for any legal action, loss or damage arising from or in connection with any illegality or breach of law arising from you accessing or initiating a transaction on the GOLDX from your location.

## 16.13 Language

- a. The parties to this Agreement have requested that this Agreement and any related document be written in English.
- b. Notwithstanding any other provision of this Agreement, any translation of this Agreement is provided solely for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original language of English.

## 16.14 Stamp Duty

The stamp duty for this Agreement shall be borne by the Customer.