

SAFE DEPOSIT BOX / MAILBOX AGREEMENT

This Agreement (“**Agreement**”, “**Safe Deposit Box Agreement**” or “**Mailbox Agreement**”) is made between:

- 1) SINGAPORE PRECIOUS METALS EX. PTE LIMITED (the “**Service Provider**”); and
- 2) You (the “**Customer**”).

Whereas:

The Customer wishes to engage the Service Provider, and the Service Provider agrees, to provide the Services (as defined below) on the terms and conditions set out in this Agreement. It is agreed as follows:

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1. DEFINITIONS AND INTERPRETATION

1.1 Whenever the following terms appear in this Agreement, they shall have the respective meanings specified below unless the context otherwise requires:

- | | | |
|--------|----------------------------|---|
| 1.1.1 | Agreement | means this Agreement and any and all Schedules hereto as may be amended, modified or supplemented from time to time in accordance with the terms hereof. |
| 1.1.2 | Business Day | means a day other than a Saturday, Sunday or public holiday in Hong Kong. |
| 1.1.3 | Business Hours | means, in relation to a Business Day, [9.00 a.m.] to [5.00 p.m.]. |
| 1.1.4 | Collection Notice | shall have the meaning ascribed to it in Clause 5. |
| 1.1.5 | Commencement Date | means the date the customer signature was opposed to this agreement, or such other date as the Parties may agree to in writing. |
| 1.1.6 | Fees | means the fees payable for the storage of the Goods at the Freeport by the Service Provider on behalf of the Customer, as set out more specifically in Schedule 1. |
| 1.1.7 | Force Majeure Event | means any event or circumstance, the occurrence and effect of which is outside the reasonable control of the Service Provider. |
| 1.1.8 | Freeport | means the storage facility for high value collectibles located at 32 Changi North Crescent, Singapore 499643. |
| 1.1.9 | Goods | means the goods to be stored in the Freeport pursuant to a Storage Notice. |
| 1.1.10 | Liabilities | means any actions, claims, liabilities, expenses, costs, loss or damage of whatever nature (whether arising in contract, tort, common law or by statute) brought against, suffered or incurred by or caused to the Customer or any other person whosoever due to or arising out of or in connection with the Services and/or any loss of or damage to any Goods howsoever caused. |
| 1.1.11 | Packaging | means any letters, boxes, cartons, cases or other packing materials containing one or more units of the Goods. |

- 1.1.12 **Parties** means the Service Provider and the Customer, and "**Party**" means either of them.
- 1.1.13 **Premises** means the premises managed and operated by the Service Provider located at The Singapore Freeport.
- 1.1.14 **Quarter** means a period commencing on the first day of January, April, July and October, and ending on the last day of March, June, September and December respectively, except that the first Quarter of this Agreement shall commence on the Commencement Date, and the last Quarter of this Agreement shall end on the last day of the Term, and "**Quarterly**" shall be construed accordingly.
- 1.1.15 **"Storage Notice"** shall have the meaning ascribed to it in Clause 2.1.
- 1.1.16 **"Storage Space"** shall have the meaning ascribed to it in Clause 3.1.
- 1.1.17 **"Term"** means the period commencing on the Commencement Date and ending on the [third] anniversary of the Commencement Date, unless extended by the Parties in writing or earlier terminated.
- 1.1.18 **"United States Dollars" or "\$"** means the lawful currency of the United States of America.
- 1.2 The headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement.
- 1.3 Any word or expression defined in this Agreement shall, unless the context otherwise requires, have the same meaning in the Schedules to this Agreement.
- 1.4 Unless the context otherwise requires, in this Agreement:
- 1.4.1 words using the singular or plural number also include the plural or singular number, respectively; words denoting any gender shall include all genders and words denoting persons shall include firms and corporations and vice versa;
- 1.4.2 the terms "**hereof**", "**herein**", "**hereby**", "**hereto**" and similar words refer to this entire Agreement and not any particular Clause, Schedule, or any other subdivision of this Agreement;
- 1.4.3 references to any "**person**" include any natural person, corporation, judicial entity, association, statutory body, partnership, limited liability company, joint venture, trust, estate, unincorporated organisation or government, state or any political subdivision, instrumentality, agency or authority;

- 1.4.4 the words "**include**" or "**including**" shall be deemed to be followed by "**without limitation**" or "**but not limited to**" whether or not they are followed by such phrases or words of like import;
- 1.4.5 references to "**Clauses**" and "**Schedules**" shall be construed as references to the clauses of and the schedules to this Agreement, and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms; and
- 1.4.6 any reference to any Party shall be construed as a reference to such Party's successors and permitted assigns.

2. RECEIPT OF GOODS

- 2.1 During the Term, the Customer may from time to time serve a written notice ("**Storage Notice**") on the Service Provider specifying the following information:
 - 2.1.1 a complete description of the Goods proposed to be stored at the Freeport and the quantity of such Goods;
 - 2.1.2 the date and time at which the Goods are scheduled to be delivered to the Freeport; and
 - 2.1.3 any special receiving, handling or storage instructions with respect to the Goods, such Storage Notice to be given to the Service Provider at least (3) three Business Days prior to the date specified in Clause 2.1.2.
- 2.2 If the Service Provider is unable for any reason whatsoever to accept and store the Goods pursuant to any Storage Notice, the Service Provider shall notify the Customer accordingly within 24 hours after the Service Provider's receipt of the Storage Notice. In the absence of any such notification, the Customer shall arrange for the Goods described in the Service Notice to be delivered to the Service Provider in accordance with such Storage Notice.
- 2.3 The Customer shall ensure that the Goods delivered to the Service Provider at the Freeport are properly packed.
- 2.4 Subject to the foregoing provisions, the Service Provider shall take delivery and accept for storage at the Freeport the Goods delivered at the Freeport by or on behalf of the Customer in accordance with a Storage Notice.

3. STORAGE OF GOODS / MAILBOX SERVICES

3.1 During the Term, the Service Provider shall allocate to the Customer space within the Freeport for the storage of Goods ("Storage Space") as follows:

3.1.1 The storage space will be:

Type	Mailbox Size	Safe Box Size	Maximum Safe Box Load
1	36 x 30 x 44 cm	26.5 x 41.3 x 74.85 cm	24 kg
2	36 x 30 x 33 cm	26.5 x 41.3 x 19.85 cm	12 kg
3	36 x 30 x 22 cm	26.5 x 41.3 x 9.85 cm	12 kg

3.1.2 the Storage Space shall be located at such areas within the Freeport as may be designated by the Service Provider from time to time; and

3.1.3 the Service Provider will not use the Storage Space for the storage of any goods or materials other than the Goods delivered by or on behalf of the Customer pursuant to a Storage Notice.

3.2 The Customer may from time to time request to be allotted additional storage space within the Freeport by written notice to the Service Provider. The allocation of any additional storage space shall be at the Service Provider's discretion and on such terms as may be agreed.

3.3 Goods may be stored at the Storage Space for such period until required to be redelivered pursuant to a Collection Notice, or the expiry or termination of the Term, whichever is the earlier to occur.

3.4 Subject to Clause 2.1.3, the Service Provider shall be entitled to organise the storage of the Goods at the Freeport and determine the manner and means by which such Goods shall be stored at the Freeport, and may adopt or utilise such storage techniques and systems as the Service Provider considers appropriate.

3.5 Where any Goods delivered to the Freeport are contained or enclosed in any Packaging, the Service Provider shall not be required to break open, unpack or unwrap such Packaging when the same is delivered to the Freeport and may proceed to store such Packaging at the Freeport in the same condition it is received without being obliged to take any steps whatsoever to verify whether the contents of such Packaging correspond with any information or specifications stated on the Packaging or ascertain the condition of the contents thereof.

3.6 The Service Provider shall not be responsible in any way for any loss or damage suffered or incurred by the Customer howsoever arising in the event that:

3.6.1 any Packaging is found not to contain the Goods (or any part thereof) or the quantity which it is stated to contain; or

3.6.2 the Goods contained in any Packaging are damaged, defective or otherwise not of satisfactory quality.

- 3.7 Save as aforesaid, all Goods at the Freeport shall be stored "**as-is**", and the Service Provider shall not be required to provide or maintain any other particular storage conditions or give effect to any special handling or care for the Goods.
- 3.8 The Service Provider will not take any steps to assign, pledge, charge, mortgage, dispose of or encumber any Goods stored for the time being at the Freeport.
- 3.9 The Service Provider may at its sole discretion decline to accept for storage at the Freeport or require the Customer to promptly remove from the Freeport any Goods which the Service Provider considers:
- 3.9.1 would or may result in Clause 6.2 being contravened;
- 3.9.2 may not be safely stored at the Freeport; or
- 3.9.3 would or may result in the Service Provider contravening any agreement or instrument to which it is a party or by which it is bound in relation to the Freeport (including the rental, use and/or operation of the Freeport). Access to and Inspection of Goods The Customer shall be entitled to access the Freeport and inspect the Goods by prior appointment made with the Service Provider.

3.10 **Mailbox services**

The Service Provider will provide the Customer with a mailbox service as requested at the Premises, for which the Customer can have a mailing address: **(name of customer), Singapore Precious Metals Exchange Pte Ltd, 32, Changi North Crescent, #B4- (mailbox number), Le Freeport, Singapore 499643.**

- 3.10.1 The Customer can collect mail from the mail box during the Business hours.
- 3.10.2 The Customer may use the Mailbox Service address provided by the Service Provider as a Registered Address at Freeport, The Service Provider will receive on the Customer's behalf all pre-paid mail addressed to the Customer's mailbox address and, where applicable, will deposit the same in the Customer's mailbox.
- 3.10.3 The Service Provider will receive on the Customer's behalf items of Special, registered or recorded delivery mail provided that, if the Customer refuses to accept any such item, the Customer will pay any costs or fees associated with its refusal or return.
- 3.10.4 The Service Provider will receive items requiring cash on delivery, subject to the Customer making advance payment arrangements for their receipt and payment by the Service Provider to the satisfaction of the Service Provider.
- 3.10.5 The Service Provider may in its absolute discretion refuse to accept delivery of any item for any reason, including, without limitation, that:
- i) there is no or insufficient prepaid postage; or
 - ii) any Payment is outstanding;
 - iii) the Customer is using the Mailbox Service for the delivery of unreasonably large items of mail or an unreasonable volume of

- items of mail (large items can be accepted with prior notification subject to additional fees payable to the Service Provider); or
- iv) any item received is addressed to an individual or business name not listed as a mailing name within the Agreement; or
 - v) if the Mailbox Service is being used for the storage or delivery of items of value.
- 3.10.6 If the Customer breaches any of these Terms and Conditions, the Service Provider may terminate the Mailbox Service forthwith. The Customer following termination hereby authorises the Service Provider at the Service Provider's absolute discretion either to retain, or destroy, any items of mail addressed to the Customer or any items on the Premises which are the property of the Customer, or to return them to the sender, or to return them to the last known address of the Customer at the Customer's cost and risk.
- 3.10.7 if the Customer uses the Mailbox Service address within any advertising undertaken via third parties including but not limited to printed or online directories, search engine portals or on the Customer's own or any other websites, Payment will be required to cover the entire advertising period for which the Mailbox Service address is displayed.
- 3.10.8 The Customer undertakes:
- i) Not to use the Mailbox Service for any purpose which in the Service Provider considered opinion may be deemed to be illegal or antisocial and if it does so it acknowledges that the Service Provider may report the same to any relevant authority; and
 - ii) Not to send or deliver or permit to be sent or delivered to the Premises any illegal, defamatory, obscene, dangerous or bulky object or material.
- 3.10.9 If the Customer is in breach of these Terms and Conditions, then the Service Provider may terminate the mailbox service with immediate effect. In this instance there will be no refund of the Payment.
- 3.10.10 The Customer authorises the Service Provider and any of its representatives to sign at their discretion on the Customer's behalf for any deliveries addressed to the Customer's mailbox address.
- 3.10.11 If the Customer fails to remove any item within one month of notice to that effect being given ("the Notice Date") then the Customer hereby authorises the Service Provider in its absolute discretion, either to destroy such items or to return them either to the Customer at the Customer's last known address or to the sender at any time after the Notice Date without further notice, at the Customer's expense.
- 3.10.12 The Customer will indemnify the Service Provider against any expense, liability, loss, claim or proceedings incurred by the Service Provider arising from use by the Customer of the Mailbox Service, except to the extent that the same is caused by the negligence of the Service Provider.

- 3.10.13 The Customer may check by email (customerservice@sgpmx.com) to see if they have any mail or to provide any instructions or requests.
- 3.10.14 The Service Provider is not obliged to open and read mail or tell who it is from.
- 3.10.15 Packages and oversized mail received addressed to the Customer will be held for one week at no extra charge, after which a Package Holding Fee will be levied per item held, per day or fraction thereof.
- 3.10.16 Where the Customer utilises the Mailbox Service for the regular receipt of parcels or significant volumes of mail which exceed the capacity of the mailbox allocated, a Mail Handling Fee will be applied at the discretion of the Service Provider.
- 3.10.17 The Mailbox Service is not to be used for the storage or delivery of items of value. The Service Provider has no knowledge of the value of any item of mail and will not accept notification of value.
- 3.10.18 The Service Provider shall not be liable for any direct, indirect or consequential loss, including loss of profit, nor for any liabilities, costs, claims, demands or expenses arising from any event beyond its control including, but not limited to, any loss, damage, delay or misdelivery on the part of any carrier.
- 3.10.19 In order to activate the mailbox service the Customer is required to provide:
- i) The online SGPMX account registration (<https://exchange.sgpmx.com/register>) and upload all the forms of identification, or suitably certified copies, for all persons for whom mail is to be received, held or forwarded, of a type approved by the Service Provider, including a 'proof of identity' and a 'proof of address'. The Service Provider may disclose this information if requested by an appropriate authority or if required for the pursuit of legal action.
 - ii) The nature of business (if applicable) to be undertaken or reason for rental where rental is not for business purposes. A business can be defined as an activity involving the sale of goods and/or services.
 - iii) If the Customer fails to produce valid forms of identification within 30 days of the commencement of the Term, the Service Provider may at its sole discretion refuse to accept delivery of items and/or return them to sender.
 - iv) The Service Provider may at its sole discretion refuse to offer the Mailbox Service to a minor.
- 3.10.20 Additional Names
- i) Holders of a "**Personal**" mailbox service are entitled to the primary box holder's name only. A "**Personal**" mailbox may not be used for commercial purposes

- ii) Holders of a "**Business**" mailbox service are entitled to have up to (2) two names listed as recipients of mail in accordance to the online account registration.

3.10.21 The Customer may select a Mail Forwarding service at the Premises. The Service Provider will forward mail to an address nominated by the Customer on an agreed basis. For this service the Customer will pay a Mail Forwarding Fee in addition to the cost of materials and postage or courier charges each time mail is forwarded. A Mail Forwarding deposit will be payable in advance.

3.10.22 It is the responsibility of the Customer to notify the Service Provider of any change in address or contact details, or any change to named recipients of mail in writing, during the period of the Mailbox Agreement. The Customer may not assign any of its rights or benefits hereunder.

4. ACCESS TO AND INSPECTION OF GOODS

4.1 The Customer shall be entitled to access the Freeport and inspect the Goods by prior appointment made with the Service Provider.

4.2 Any such inspection shall be conducted during Business Hours, unless otherwise agreed to in writing by the Service Provider, and the Customer shall ensure that its guests, servants, agents or independent contractors shall, when on the Service Provider's premises, observe and conform to all safety and security measures prescribed by the Service Provider.

4.3 An access fee shall be charged for each access to the Freeport after the allocated days are utilised.

5. COLLECTION OF GOODS

5.1 If the Customer wishes to collect any or all of the Goods from the Freeport, the Customer shall serve a written notice ("**Collection Notice**") on the Service Provider specifying the following information:

5.1.1 the date for collection of such Goods; and

5.1.2 the description of such Goods to be collected, such Collection Notice to be provided at least three Business Days prior to the date specified in Clause 5.1.1.

5.2 Unless the Service Provider agrees otherwise, the Service Provider shall not be required to redeliver any Goods (whether pursuant to a Collection Notice or otherwise) except during Business Hours.

6. CUSTOMER'S OBLIGATIONS

- 6.1 The Customer shall at its own cost arrange for or obtain all necessary import, shipping and customs clearances, documents or permits as may be required in respect of the Goods.
- 6.2 The Customer shall ensure that save as otherwise expressly approved by the Service Provider in writing, the Goods and Packaging (if any) shall not be, consist of, comprise or contain any goods, materials or substance which:
- 6.2.1 are not of a type which should or may ordinarily be brought into and/or stored at the Freeport;
 - 6.2.2 require the Service Provider to obtain any permit, licence or approval from any governmental authority or any other person for the storage or handling thereof;
 - 6.2.3 contain any corrosive chemicals;
 - 6.2.4 are inflammable, volatile, explosive or may spontaneously combust;
 - 6.2.5 would contravene any applicable law or regulation; or are inherently dangerous.
- 6.3 The Customer shall comply with all instructions, guidelines and regulations in relation to the delivery and collection of all Goods to be stored in the Freeport as may be implemented by the Service Provider from time to time and notified to the Customer. If there is any inconsistency between the provisions of this Agreement and such instructions, guidelines and regulations, such instructions, guidelines and/or regulations shall prevail.

7. RISK AND INSURANCE

- 7.1 The Customer hereby agrees and confirms that notwithstanding that custody and control of the Goods may be given over to the Service Provider for the purposes of providing the Services:
- 7.1.1 the risk of any loss of or damage to the Goods shall remain with the Customer at all times;
 - 7.1.2 the Service Provider shall not be required to effect or maintain any insurances with respect to any loss of or damage to such Goods; and
 - 7.1.3 except as expressly stated, the Service Provider shall not owe any duty or responsibility to the Customer in respect of the safety, security and/or condition of any Goods present at the Freeport.
- 7.2 The Customer shall at its own cost effect and maintain in force throughout the Term insurances against such risks (including any Liabilities) in relation to the Goods as the Customer considers appropriate. The Customer represents and warrants that all such

insurances shall provide for a waiver of the insurer's rights of subrogation against the Service Provider.

- 7.3 The Service Provider's aggregate liability for any and all Liabilities arising or caused by the breach or negligence of the Service Provider shall be limited to the aggregate of the Fees paid to the Service Provider in the immediately preceding 6 months.
- 7.4 Notwithstanding anything to the contrary in this Agreement, the Service Provider shall under no circumstances be liable for any economic, consequential or indirect loss and/or loss of revenue, profits, business and/or custom, howsoever and whenever caused or occurring.
- 7.5 Nothing in this Agreement shall be construed as limiting or excluding any liability of the Service Provider for any death or personal injury resulting from the negligence of the Service Provider.

8. PRICING, INVOICING AND PAYMENT

- 8.1 The Customer shall pay the Service Provider the Fees, which are payable in advance.
- 8.2 The Service Provider shall prepare and render on the Customer an invoice for the sum payable with respect to each year pursuant to Clause 8.1 before the start of a new contract period.
- 8.3 All sums payable by the Customer to the Service Provider shall be paid in United States Dollars within 30 days of the date of the Service Provider's invoice therefore, without any set-off or withholding whatsoever, by telegraphic transfer to such account of the Service Provider and with such bank as the Service Provider may designate from time to time for such purpose, or by such other means as the Parties may hereafter agree.
- 8.4 The Customer shall bear and pay to the Service Provider all goods and services tax, value added and/or other similar taxes imposed or levied under any applicable law in respect of the provision of the Services.
- 8.5 All payments by the Customer shall be made in full without any deduction or withholding whether in respect of any set-off, counterclaim or otherwise. Time shall be of the essence in the payment of all fees payable under this Agreement. If the Customer fails to make payment as required, interest on outstanding amounts shall accrue from the due date until full payment at a rate of 1.5% per month, without prejudice to any other rights and remedies available to the Service Provider under this Agreement.

9. INDEMNITY

- 9.1 The Customer shall indemnify the Service Provider against all claims, liabilities, expenses, costs, loss or damage of whatever nature (including legal costs on a full indemnity basis incurred by the Customer) brought against, suffered or incurred by the Service Provider arising out of or in connection with:

- 9.1.1 any breach of the terms and conditions of this Agreement by the Customer;
- 9.1.2 any Liabilities which may be suffered by, incurred by or brought against the Service Provider (other than Liabilities which are caused by the breach or negligence of the Service Provider); or
- 9.1.3 the enforcement or attempted enforcement by the Service Provider of its rights against the Customer under this Agreement.

10. TERM AND TERMINATION

- 10.1 If the Customer wishes to extend the Term beyond the anniversary of the Commencement Date, the Customer shall notify the Service Provider in writing at least (3) three months prior to such date, in which case the Term may continue for such period as the Parties may agree in writing, on the terms and conditions of this Agreement.
- 10.2 The Customer shall be entitled to terminate the Term immediately by written notice to the Service Provider in the event that the Service Provider breaches any provision of this Agreement and, in the case of such a breach which is capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.
- 10.3 The Service Provider shall be entitled to terminate the Term immediately by written notice to the Customer in the event:
 - 10.3.1 the Customer fails to pay any sum which had accrued due and payable under this Agreement by the Customer to the Service Provider within three days from the date of service of the Service Provider's notice on the Customer requesting payment of the same;
 - 10.3.2 the Customer breaches any of the provisions of this Agreement and, in the case of such a breach which is capable of remedy, fails to remedy the same within 7 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
 - 10.3.3 any mortgagee, charge or encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Customer;
 - 10.3.4 the Customer becomes insolvent or makes any voluntary arrangement with its creditors or becomes subject to an administration order;
 - 10.3.5 the Customer ceases, or threatens to cease, to carry on business;
 - 10.3.6 an order of court is made to wind up the Customer or to place it under judicial management or a resolution is passed by the members of the Customer for its winding up or liquidation; or
 - 10.3.7 any distress or execution is levied or enforced in relation to any of the assets of the Customer.

- 10.4 For the purposes of this Clause 10, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).
- 10.5 Any waiver by either Party of a breach of provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.6 Upon the expiry or termination of the Term for any reason:
- 10.6.1 the Customer shall forthwith (and in any event, no later than (2) two days from the last day of the Term) at its own cost take possession of and remove from the Freeport all Goods stored in the Storage Space;
- 10.6.2 the Service Provider may at its discretion:
- i) require the Customer to pay, and the Customer shall pay, the Service Provider the Fees for each day following the last day of the Term that any of the Goods remains at the Freeport, until such day the Customer removes all the Goods stored in the Storage Space from the Freeport; or
 - ii) if the Goods are not completely removed from the Freeport within two days after the last day of the Term, sell, deal with, destroy or otherwise dispose of any or all of the Goods in its possession in such manner and on such terms and conditions as the Service Provider deems fit without incurring any liability to the Customer or further notice to the Customer in which case:
 - a) the Customer shall promptly reimburse the Service Provider for all costs and expenses so incurred by the Service Provider; and
 - b) the Service Provider may deduct from or set-off against the proceeds of any sale of the Goods due to the Customer any amount due to the Service Provider from the Customer (if any) in connection with this Agreement, whether as damages or otherwise; and
- 10.6.3 subject as otherwise provided in this Agreement and to any rights or obligations which have accrued prior to termination of the Term, the Service Provider shall not have any further obligations to the Customer.
- 10.7 The termination of the Term shall not:
- 10.7.1 affect or release or discharge the Customer from its obligations and liabilities which accrued or were incurred prior to the date of termination; or
- 10.7.2 relieve the Customer of any obligations under this Agreement that are not expressed to be contingent upon the continuation of the Term in force.
- 10.8 Notwithstanding any other remedies and rights which may be available at law or in equity, the specific remedies set out in this Agreement in respect of any breach or

default by either Party of any of the provisions of this Agreement or the termination of the Term are exclusive of all other remedies and rights available in respect thereof.

11. FORCE MAJEURE

11.1 The Service Provider shall not be liable to the Customer or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of the Services, if the delay or failure was due to a Force Majeure Event Provided That the Service Provider shall:

11.1.1 as soon as practicable serve on the Customer written notice thereof specifying the particulars of the Force Majeure Event, the extent to which the Service Provider is unable to discharge or perform its obligations, the reasons for the inability of the Service Provider to perform or discharge its obligations and estimated period during which the Service Provider is unable to perform and discharge its obligations; and

11.1.2 take such action as is within its powers to minimise the duration and effect of the Force Majeure Event on the Service Provider.

12. CONFIDENTIALITY

12.1 All communications between the Parties and all information and other material supplied to or received by either of them from the other which is either marked "**confidential**" or is by its nature intended to be exclusively for the knowledge of the receiving Party alone and any information described in Clause 12.2 shall be kept confidential by the receiving Party except as otherwise provided herein. Each Party agrees to use and disclose such confidential information of the other Party only for or in connection with the performance of its obligations under this Agreement or in compliance with any applicable laws or regulations.

12.2 The information referred to in Clause 12.1 includes any and all information relating to:

12.2.1 either Party, its related companies, employees, customers, suppliers, its affairs, operations, business methods or work systems;

12.2.2 any business relationship, arrangement, contract or transaction between either Party and any person (including this Agreement and the Services); and

12.2.3 the organisation businesses, accounts, finances, budgets, transactions or affairs of either Party, their customers or suppliers.

12.3 Notwithstanding the foregoing, Clause 12.1 shall not apply to any information which:

12.3.1 is already generally known to the public and which is not released to the public domain in breach of any confidentiality obligations hereunder;

- 12.3.2 is required to be disclosed pursuant to any applicable laws or to any competent governmental or statutory authority or pursuant to rules or regulations of any relevant regulatory, administrative or supervisory body;
 - 12.3.3 is required to be disclosed pursuant to any legal process issued by any court of law in Hong Kong; and
 - 12.3.4 a Party has consented in writing to its disclosure by the other Party.
- 12.4 Each Party shall observe the above-mentioned restrictions and shall take all reasonable steps to minimise the risk of disclosure of confidential information, by ensuring that only its employees and directors whose duties will require them to possess any of such information shall have access thereto, and that they shall be instructed to treat the same as confidential.
- 12.5 The obligations contained in this Clause 12 shall endure without limit in point of time except and until the confidential information enters the public domain as set out in Clause 12.3 above.

13. NOTICES

All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post with recorded delivery, or by facsimile transmission addressed to the intended recipient thereof at its address or at its facsimile number set out hereunder (or to such other address or facsimile number as a Party may from time to time duly notify the other in writing). Any such notice, demand or communication shall be deemed to have been duly served (if delivered personally or given or made by facsimile) immediately or (if given or made by letter to an address within Hong Kong) two Business Days after posting and in proving the same it shall be sufficient to show that personal delivery was made or that the envelope containing such notice was properly addressed as a prepaid registered delivery letter or that the facsimile transmission was properly addressed and dispatched.

Service Provider

Address: Singapore Precious Metals Ex. Pte Limited
 Le Freeport,
 32 Changi North Crescent,
 Singapore 499643
 Telephone: +65 8877 8686

Customer

As per customer registered address and contact details in the Singapore Precious Metals Exchange Trading Account

14. GENERAL PROVISIONS

- 14.1 The Service Provider may from time to time amend, add or vary any one or more of the terms in this Agreement or revise the Fees (and Schedule 1) by giving not less than thirty days' prior written notice to the Customer and such amendment, addition, variation or revision shall take effect as from the date specified in such notice.

- 14.2 The Customer may not assign or transfer any of its rights, benefits or obligations under this Agreement without the prior written consent of the Service Provider.
- 14.3 No failure or delay on the part of the Service Provider to exercise any right or remedy under this Agreement shall operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies.
- 14.4 Every provision in this Agreement shall be severable and distinct from every other provision hereof and the illegality, invalidity or unenforceability of any provision under the laws of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction nor the legality, validity or enforceability of any other provision of this Agreement.
- 14.5 This Agreement contains the entire agreement between the Parties with respect to its subject matter, supersedes all previous agreements and understandings between the Parties, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 14.6 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) of Hong Kong to enforce any term of this Agreement.
- 14.7 This Agreement shall be governed by, and construed in accordance with, the laws of Hong Kong, and the Parties hereby submit to the exclusive jurisdiction of the courts of Hong Kong.

SCHEDULE 1

Fees

Storage charges:

A)

Type	Mailbox Size	Safe Box Size	Maximum Safe Box Load	Total Annual Fee
1	36 x 30 x 44 cm	26.5 x 41.3 x 74.85 cm	24 kg	\$2,100
2	36 x 30 x 33 cm	26.5 x 41.3 x 19.85 cm	12 kg	\$1,800
3	36 x 30 x 22 cm	26.5 x 41.3 x 9.85 cm	12 kg	\$1,400

B) Notification, registration, agency, USD 55.00 (United States Dollars)
Communication fee attendance

C) Deposit (Refundable) USD 1,000.00 (United States Dollars)

Annual Insurance fee 0.15% of the value of item/s stored

Eg:

- Annual Insurance fee 0.15% of the value of item/s stored
- Handling fees
- Any other fees

Tariffs/Prices subject to change with or without prior notice.