

## Corporate Account Application

### Corporate Information

Company Name \_\_\_\_\_  
 Company Registration No. \_\_\_\_\_ Nature of Business \_\_\_\_\_  
 Date of Incorporate \_\_\_\_\_ Country of Incorporate \_\_\_\_\_  
 Address \_\_\_\_\_

### Contact Person Details

Full Name \_\_\_\_\_ Position and Title \_\_\_\_\_  
 Phone No. \_\_\_\_\_ email \_\_\_\_\_

### Financial Details

	under \$1,000,000	\$1,000,000 - \$3,000,000	\$3,000,001 – \$10,000,000	over \$10,000,000
Approximate Annual Income:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Approximate Net Worth of Corporation:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Directors

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Nationality \_\_\_\_\_  
 ID No. \_\_\_\_\_ Phone No. \_\_\_\_\_ email \_\_\_\_\_  
 Address \_\_\_\_\_

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Nationality \_\_\_\_\_  
 ID No. \_\_\_\_\_ Phone No. \_\_\_\_\_ email \_\_\_\_\_  
 Address \_\_\_\_\_

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Nationality \_\_\_\_\_  
 ID No. \_\_\_\_\_ Phone No. \_\_\_\_\_ email \_\_\_\_\_  
 Address \_\_\_\_\_

### Beneficiary

(Individual or company who ultimately own all the assets or undertakings of the client or ultimately control the business entity or having executive authority)

Full Name of Individual or Company \_\_\_\_\_  
 Date of Birth or Incorporate \_\_\_\_\_ Nationality or Country of Incorporate \_\_\_\_\_  
 Shareholding Percent \_\_\_\_\_ ID or Company no. \_\_\_\_\_  
 Phone no. \_\_\_\_\_ email \_\_\_\_\_  
 Address \_\_\_\_\_

### Disclaimer and Signature

*If this application leads to permission, I understand that false or misleading information in my application or interview may result in my release.*

#### Authorised Signature 1

Print Name: \_\_\_\_\_  
 Date:    /    /

#### Authorised Signature 2

Print Name: \_\_\_\_\_  
 Date:    /    /

#### Authorised Signature 3

Print Name: \_\_\_\_\_  
 Date:    /    /

#### Authorised Signature 4

Print Name: \_\_\_\_\_  
 Date:    /    /

## Know Your Customer (KYC) Form

The purpose of this KYC Form is to assist Aurora Precious Metal Pte., Ltd. in complying with its obligations under applicable anti-money laundering (AML) and counterterrorism financing laws and regulations. This Information Request Form must be completed by the potential customer ("Customer") in English and submitted to Aurora Precious Metal Pte., Ltd. Aurora Precious Metal Pte., Ltd. reserves the right to require additional information or seek clarification on information provided. A KYC Form when incomplete in any respect or not submitted with the required documents will be rejected. Any agreement entered into between Aurora Precious Metal Pte., Ltd. and Customer, or any obligation to provide any services there under, is conditioned upon the submission of an Information Request Form which has been completed to the satisfaction of Aurora Precious Metal Pte., Ltd. and to Aurora Precious Metal Pte., Ltd.'s approval of the Customer at its sole discretion. Aurora Precious Metal Pte., Ltd. is under no obligation to provide reasons for the rejection of a Customer.

### **Part I: Customer Information**

Company Name \_\_\_\_\_ Date of Incorporate \_\_\_\_\_  
Entity Type     Publicly Listed Company     Sole Proprietorship     Limited Company     Trust  
                   Protect Cell Company     Other (please specify): \_\_\_\_\_  
Nature of Business \_\_\_\_\_ Country of Incorporate \_\_\_\_\_  
Address \_\_\_\_\_  
Others Countries in which business is transacted \_\_\_\_\_

**Shareholder** - Please refer to any person, company, or institution that owns at least 25% of the shares.

Name \_\_\_\_\_ Ownership % \_\_\_\_\_ Nationality \_\_\_\_\_  
Name \_\_\_\_\_ Ownership % \_\_\_\_\_ Nationality \_\_\_\_\_  
Name \_\_\_\_\_ Ownership % \_\_\_\_\_ Nationality \_\_\_\_\_  
Name \_\_\_\_\_ Ownership % \_\_\_\_\_ Nationality \_\_\_\_\_

**Principle Officers** – e.g. Director; CEO; CFO; etc,

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Nationality \_\_\_\_\_  
ID No. \_\_\_\_\_ Phone No. \_\_\_\_\_ Email \_\_\_\_\_  
Address \_\_\_\_\_

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Nationality \_\_\_\_\_  
ID No. \_\_\_\_\_ Phone No. \_\_\_\_\_ Email \_\_\_\_\_  
Address \_\_\_\_\_

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Nationality \_\_\_\_\_  
ID No. \_\_\_\_\_ Phone No. \_\_\_\_\_ Email \_\_\_\_\_  
Address \_\_\_\_\_

### **Part II: Primary Contact Person**

Name \_\_\_\_\_ Position \_\_\_\_\_ Contact No. \_\_\_\_\_

### **Part III: Key Politically Exposed Persons\***

\*A Politically Exposed Person is an individual who is or has been with prominent public functions, for example heads of state or of government, senior politicians, senior government, judicial or military officials, senior executives of state-owned corporations, important political party officials.

If any of your family, partners or officers is a politically Exposed Person, please provide the following:

1. Source of wealth or funds of relevant Politically Exposed Person.
2. Bank statement of relevant Politically Exposed Person.

If you are unsure, please take the questionnaire below to determine whether you have a connected person as a politically exposed person (PEP).

**Part IV: Company Structure and Internal Compliance**

- Do you have written Know Your Customer (KYC) procedures?  Yes  No
- Do you have written anti-money laundering (AML) procedures?  Yes  No

**Part V: Supporting Documentation**

Please attach all specified documents:

- Certificate of Incorporate
- Memorandum and Articles of Association
- List of Directors and Shareholders or Statutory filling documents showing all the current Directors and Shareholders
- Copy of valid passport for all shareholders with at least 25% stake
- Copy of valid passport of Primary Contact Person
- Copy of valid passport of Principle Officer

**Part VI: Politically Exposed Person (PEP) Questionnaire**

Do you, an immediate family member or business/close associate, currently or formally qualify as one of the PEP categories below?

- An immediate family member is defined as a parent, sibling, spouse, child or in-law.
- A business/close associate of a senior foreign political figure is defined as a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

Category	N/A	Self	Family member	Associate (official title/ job description)	Detail required
Elected government official	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Appointed government official	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Senior official of a major political party	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Senior official of a legislative body	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Senior official of a military branch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Senior official of a judicial branch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Senior official of an administrative government branch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Senior executive of a foreign government owned entity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Senior executive of an entity owned by, formed by or for the benefit of a senior foreign political figure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Member of a royal or ruling family	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**Part VII: Declaration**

Customer, hereby irrevocably and unconditionally represents that the information provided in this information Request Form is true, accurate and complete. Customer also agrees that if requested to do so by Aurora Precious Metal Pte., Ltd. it will provide such further information and/or documents as Aurora Precious Metal Pte., Ltd. may need to verify the above information.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

# Terms and Conditions

## for Aurora SG Online Trading Services Agreement

(1) These terms and conditions govern the terms upon which we, Aurora Precious Metal International Pte. Ltd. (hereinafter Aurora SG), a company registered under the law of Singapore with a registered business address at 1003 Bukit Merah Central #06-39, Singapore 159836, shall transact with you, the customer (hereinafter referred to as "you" or the "Customer") in relation to the sale, purchase, and any other aspect of trade or the range of services Aurora SG provides (the "Services").

### (2) Interpretation

(i) The following definitions and rules of interpretation apply in these Terms and Conditions:

"Business Hours" means 9 am to 5pm (Singapore Time) during a Working Day;

"Customer Account" means the current account as defined in Section 10;

"Contract" means, as the case requires, and each contract that exists between Aurora SG and the Customer in relation to the provision of any of the Services and for the avoidance of doubt each transaction concluded with a Customer shall be regarded as giving rise to a separate Contract governed by the Terms and Conditions then in force in accordance with Section 3;

"Customer" means any person, entity, fund or corporation who becomes a customer of Aurora SG in accordance with Section 3 below;

"Aurora SG Trading Opportunity" means a point in time at which Aurora SG can enter a proprietary trade with a third party that allows the offsetting of market risk, which unless Aurora determines otherwise shall be a time during Business Hours;

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights and trade dress or get-up, rights in goodwill or to serve the passing of, unfair competition rights, rights and designs, rights on computer software, database right, typography rights, moral rights, rights on confidential information (including no hand trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all obligation for renewals or extensions of such rights and all similar equivalent rights or forms of protection in any part of the world;

"Physical Bullion" mean bullion bars and coins including numismatic coins.

"Spot Metal Price" means the live market per one troy ounce, or other denomination if stated, of the underlying metal, for immediate delivery as displayed by Aurora SG via its trading platform and website;

"Storage Provider" means a storage provider satisfying the requirements specified in Section 18;

"Unit Price" means the price per one troy ounce, or another denomination if stated, of the underlying metal at which Aurora SG will buy or sell such metal, which Unit Price shall be confirmed either in writing, on screen or verbally to Customers before any Contract for sale or purchase is completed;

"Website" means the website currently maintained by Aurora SG at "www.aurorapreciousmetal.com" or such other website as Aurora SG may from time to time maintain;

"Working Days" means a day (other than Saturday, Sunday, or public holiday) on which clearing banks are generally open for business in Singapore.

(ii) References to statutory provisions in these Terms and Conditions shall unless otherwise stated be references to statutes enacted in Singapore and shall be construed as reference to those provisions as respectively amended or re-enacted (whether before or after the date hereof) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification) and shall also include any subordinate legislation made from time to time under those provisions.

### (3) Application, Deemed Acceptance, and Prevailing Versions

(i) These Terms and Conditions shall:

a. apply to and be incorporated into the Contract; and

b. prevail over any inconsistent terms and conditions contained or referred to in your purchase order, confirmation of order, acceptance of quotation, or specification or other document supplied by you or implied by trade, customer, practice or course of dealings.

(ii) You shall become a Customer of Aurora SG by doing the following:

a. signing and returning a hard-copy application form to us for our approval;

b. placing an order or transferring the funds required to make a purchase of precious metals.

(iii) We may from time to time modify these Terms and Conditions. Terms and Conditions as modified shall take effect as regards new Customers, on the date on which such persons become a Customer of Aurora SG and as regards existing Customers, on or after the date (the "Relevant Date") falling on the earlier of:

a. the date on which the modified Terms and Conditions are deemed received by the Customer in accordance with Section 9; and

b. the date falling 30 days after the date stated as the Effective Date in the modified Terms and Conditions;

In respect of any Contract entered into between the Customer and Aurora SG on or after the Relevant Date.

### (4) The purpose of our business relationship

You have chosen to become a Customer in order to benefit from Aurora SG's terms for trading in and storing of precious metals. This service is provided as execution only. We do not give guidance on price performance. Any opinion or information given by Aurora SG concerning any market dynamic including, but not limited to price, possible investment performance or trading conditions whether posted on the Website or otherwise disclosed to a Customer shall not be construed as advice in any respect and the Customer's attention is specifically drawn to Section 5.

### (5) Investment Disclaimer

Precious metals markets are volatile and the value of precious metals may go down as well as up. Accordingly, investments in precious metals involve a degree of risk which may make them unsuitable for certain individuals. You should carefully consider the suitability of an investment in precious metals as a personal investment and, if needs be, should consider seeking independent professional advice before proceeding.

### (6) Know Our Customers

All Customers are required to read and comply with our Know Your Customer and Customer Due Diligence (KYC/CDD) policy, under which we are obliged to carry out sufficient checks to verify the identity of our Customers.

Aurora SG reserves the right to request additional identity verification information if it believes it necessary or appropriate to do so in order to comply with our obligations under applicable Singaporean laws.

You undertake to identify yourself according to the identity verification procedures required by Aurora SG. You authorise Aurora SG to make such enquiries as it may feel necessary to satisfy ourselves about the validity of your identity.

You accept that your failure to identify yourself promptly and correctly may negate some of the protections you seek from Aurora SG. You hereby indemnify and keep indemnified Aurora SG against all losses which arise out of your failure to identify yourself promptly and correctly.

### (7) Personal Data

(i) To provide the service, Aurora SG needs to record and process information about you and you permit Aurora SG to do so. Aurora SG does not disclose data about you to third parties except where required either:

a. in the ordinary administrative course of verifying identity and sources of bank funding and completing your Aurora SG transaction(s); and/or

b. where you specifically request us to use your data for the purposes of supplying other services;

c. where required by law.

(ii) Aurora SG provides other services other than the Services. We may from time to time send you details of such additional services. However, your data will not be given to or used by employees providing such additional services unless you specifically request or instruct Aurora SG to do so.

(iii) Except as provided above, we do not share customer details or details of customer purchases with any third party nor do we currently have any general reporting requirements to any third parties including governmental agencies.

### (8) Contact details

Aurora SG will maintain the following contact details for you:

An email address;

A mobile telephone;

A home telephone; and

A home address.

You accept a duty to keep your contact details held by Aurora SG up to date and accurate, which you can do via the website or by contacting our office. Aurora is entitled to rely on the accuracy of the contact details supplied.

You agree to notify Aurora SG within 30 days of any changes to your contact details.

You accept that your failure to maintain your contact details correctly may negate some of the protections you seek from Aurora SG. You hereby indemnify and keep indemnified Aurora SG against losses which arise out of your failure to maintain your contact details correctly.

### (9) Communication between us

(i) Your primary means of communication with Aurora SG will be via email, telephone, or other electronic means as offered by Aurora SG and agreed by you. You may also submit questions and access responses and general information and carry out certain transactions using the client query tool located on the Website.

(ii) Access to and use of the Website for information purposes and to avail of any Services shall be subject to all usage terms and conditions, policies and procedures specified from time to time on the Website. When you register on the Website, you will be asked to provide a username and password which may be changed by you from time to time. You shall be responsible for protecting the confidentiality of your username and password. You shall notify Aurora SG immediately should you suspect or become aware that your username and password has become known or available to any unauthorized person. Aurora SG shall have no liability or responsibility to you for acting on instructions purporting to be given by you via the website (whether or not you in fact gave such instructions) where your username and password have been correctly input in connection with such instructions. In accessing the Website and availing of any of the Services or information available on or via the Website, you accept and are deemed to accept that electronic mail messaging and internet communication may not be free from interference by third parties and may not remain confidential. The use of the Website is at your sole risk.

### (10) Customer accounts

You acknowledge and agree that any payments, pre-payments or payment on account (collectively "Payments") made by you to Aurora SG shall be lodged in a segregated customer account maintained by us at our banks for the express purpose of pooling un-invested Customer monies. Aurora SG shall maintain separate customer accounts for each Customer in respect of monies held in the said pooled bank accounts.

Aurora SG may withdraw monies held to the credit of the Customer account on behalf of a Customer for the following purposes:

(i) to pay for purchases of precious metals and/or any of the other Services ordered by the Customer;

(ii) to transfer monies to the Customer account on behalf of such Customer for satisfying payments to Aurora SG;

(iii) to transfer monies belonging to the Customer to that Customer;

(iv) to pay Aurora SG in respect of any fees, charges, and commissions earned according to a Contract and these Conditions.

### (11) Prices and quotations

Unless stated otherwise all Unit Price quotations given by Aurora SG for the purchase and sale of bullion are indicative only and subject to movement in accordance with the Metal price of the precious metal concerned. Where quotations will hold good for a specified period, this will be stated. However, in the event of a sudden or material change in the underlying Spot Metal Price between the time such quotation is given and the order is placed, we reserve the right to withdraw the quotation. In such circumstances a new Unit Price will be quoted, prior to accepting a Customer's order for a trade.

Quotations will include provision for any Goods and Services Tax (GST) that applies and for which Aurora SG is required to account. In most cases, there should be no GST chargeable as investment gold is exempt from GST. However, in certain cases, it may be that because of the nature of the product, or the Customer's location, Aurora SG has an obligation to account for GST (or Value Added Tax - VAT), which it is not aware of at the time of giving the quotation. In such cases, Aurora SG reserves the right to revise its quoted price to include GST/VAT prior to accepting an order.

### (12) How your orders are processed

Subject to the Customer having cleared funds in the Customer account sufficient to cover the cost of the transaction, a Customer may confirm a trade online via the trading platform and website, in respect of transactions having a value not exceeding the Daily Product Limit.

Online trades will be treated as offers to trade by the Customer subject to acceptance by Aurora SG. Confirmation of acceptance shall be given by email or a confirmation letter by the end of the business day. A Customer's order will not be deemed completed or confirmed until an acceptance of the order has been sent by Aurora SG to the Customer.

From time to time, payments may be delayed due to public holidays, intermediary system outages, lost post, force majeure.

Aurora SG reserve the right (but no obligation) to set Limits and/or parameters to control your ability to place orders at our absolute discretion. Such limits and/or parameters may be amended, increased, decreased, removed or added to by us at our absolute discretion and may include (without limitation):

(i) control over maximum order amounts and maximum order size;

(ii) control over our total exposure to you;

(iii) control over prices at which orders may be submitted (to include (without limitation) controls over orders which are at a price which differs greatly from the market price at the time the order is submitted to the order book);

(iv) control over our platform and website (to include (without limitation) any verification procedures to ensure that any particular order or order has come from you); or

(v) any other limits, parameters or controls which we may be required to implement in accordance with applicable laws and regulations

In limited cases and under certain conditions that shall be announced and modified from time to time by Aurora SG, Aurora SG may allow the Customer to submit an order even though that Customer does not have a sufficient balance deposited with Aurora SG (known as margin trading). However, Aurora SG reserve a right to withhold its consent to any Customer who engages in reckless trading behavior or whose activities are deemed by Aurora SG to pose unreasonable and unsustainable risk to Aurora SG. In such a case, Aurora SG may demand that all margin trading positions initiated by the Customer be settled and paid for in full immediately or at the time frame that is deemed satisfactory by Aurora SG.

### (13) Delivery

Except as provided below, all physical bullion will be delivered to the Customer's home or business address, or authorized depository (as specified by the Customer) according to the delivery date agreed by the Customer, unless there is unexpected delay due to external factors out of Aurora SG's control such as a disruption in the banking or payment system, transport, courier service, custom and excise for instance. Delivery shall take place after (1) the goods are made available at the address specified by the Customer

and (2) the Customer completes the transaction by paying the balance owed in full. In addition, delivery shall be deemed to have occurred as soon as the possession of all physical bullion purchased has been passed on to the Customer or an agent of the Customer. If the Customer decides not to take delivery at the time of purchase, Aurora SG may agree to delay the delivery to a date agreed by both parties and will be entitled to charge a swap rate payable at 5 am of each day that the delivery is delayed.

In the event that the Customer is liable to and fails to discharge any importation taxes, payable by it, delivery shall be deemed to have occurred one working day after the date on which the customs authority in the relevant jurisdiction or the carriers, shippers or agents (as the case may be) notifies the Customer that the goods are available for the collection subject to the payment of such taxes.

It shall be the Customer's responsibility to ensure that the Customer or a trustworthy person authorised by the Customer to receive the goods (an "Authorised Person") is available at such specified address to take delivery and Aurora SG and its carriers, shippers and agents shall be entitled to assume that any person taking delivery of the goods at the address specified by the Customer is an Authorised Person.

The Customer or Authorised Person must sign for receipt of the goods and such act, without reservation, shall amount to prima facie evidence that the goods have been received in good condition. If at the time of delivery, the Customer or Authorised Person contends that the packaging has been opened or damaged or that seals have been broken or removed or that unpacked items are damaged, then the Customer or Authorised Person must record any such irregularities on the receipt from the carrier and notify Aurora SG immediately. If the Customer or Authorised Person refuses or is unavailable to take delivery of the goods or if the goods cannot be handed over for any reason not due to the negligence of the Aurora SG or its carriers, then Aurora SG may arrange for the goods to be placed in storage. All costs of this will be borne by the Customer and Aurora SG shall assume no liability whatsoever (whether for negligence, loss, non-delivery, misdelivery, theft or otherwise) to the Customer in such circumstances except if there has been willful misconduct by Aurora SG in the storage arrangements.

Risk in the goods shall pass to the Customer on delivery.

**(14) Netting and Settlement**

Subject to an express agreement by Aurora SG, Aurora SG may allow the Customer to net all undisputed amounts that are not settled such that the party owes the greater amount after net settlement shall make a single payment of the net amount to the other Party. If Aurora SG chooses to allow net settlement with the Customer, the Customer is deemed to have waived the duty of delivery in (13).

**(15) No right of cancellation**

As the price for the supply of precious metals is dependent on price movements in the financial market, which Aurora SG cannot control, you do not have any right of cancellation in respect of orders placed and Contracts formed for the purchase of precious metals.

Any purchase order that has been confirmed cannot be rescinded or modified, unless the request to rescind or modify is explicitly agreed upon by Aurora SG.

**(16) Storage services**

Aurora SG does not provide storage service after the delivery has taken place. In other words, the Customer is responsible for storage, safekeeping, administration, and transportation of precious metals, physical bullion, or coins. Aurora SG does not assume any responsibility whatsoever with regard to loss or damage that occurs subsequent to the time of delivery.

**(17) Intellectual property rights**

All intellectual property rights used or embodied by Aurora SG in or on its Website, or in its documentation or in or concerned with the sale of precious metals or supply of services herein contained are and shall remain the sole property of Aurora SG.

**(18) Force Majeure**

Aurora SG shall have no liability to a Customer under these Terms and Conditions if we are prevented from, or delayed in performing, our obligations under these Terms and Conditions, or from carrying on our business, by acts, events, omissions, or accidents beyond our reasonable control, including (but without limitation) strikes, lock-outs or other industrial dispute (whether involving the workforce of Aurora SG or any other party) or failure of a utility service or transport network, system failures, intermediary system outages, postal failure or losses (either of Aurora SG or of any other party), act of God, war, riot, civil commotion, malicious damage, compliance with any law of Governmental order, rule, regulation, or direction, accident, breakdown of equipment, plant, or machinery, fire, flood, storm or default of suppliers or sub-contractors.

**(19) Limitation of Liability**

The Customer's attention is particularly drawn to this condition. This Condition sets out the entire financial liability of Aurora SG (including any liability for the acts or omissions of its employees, agents, consultants and sub-contractors) to the Customer in respect of:

- (i) any breach of a Contract;
- (ii) any failure to supply any service or fulfill any order hereunder;
- (iii) any representation, statement or tortious act, or omission (including negligence) arising under or in connection with a Contract.

Nothing in these Terms and Conditions limits or excludes the liability of Aurora SG:

- (i) for death or personal injury resulting from negligence; or
- (ii) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by Aurora SG;

All warranties, conditions and other terms implied by statute or common law and all non-contractual obligations, are to the fullest extent, permitted by law excluded from these Terms and Conditions and any Contract.

Save as aforesaid, Aurora SG shall under no circumstances be liable for loss of profits, loss of business, depletion of goodwill or other similar losses, or any other special, indirect consequential or pure economic loss, cost damages, charges or expenses or fall in the value of any precious metal or currency which arise out of, or in connection with, any Contract or these Conditions.

Without prejudice to any other provisions of this Agreement, Aurora SG's total liability in contract, tort (including negligence or breach of statutory issue), misrepresentation, restitution or otherwise arising or in

connection with the performance of any contract or contemplated performances of any contract and/or these Conditions shall be limited to the value of the Customer's precious metal from time to time deposited with or by Aurora SG together with the value of any cash balance held to the credit of the Customer Account on behalf of such Customer.

**(20) Representations and warranties**

The Customer to these Terms and Conditions hereby represents and warrants, provided that:

(i) it has all necessary power and authority to execute, deliver and perform its obligations under these Terms and Conditions.

(ii) these Terms and Conditions have been duly executed and delivered and (assuming the due execution and delivery of these Terms and Conditions by, and binding effect of these Terms and Conditions on the other) constitutes its legal, valid, binding and enforceable obligation, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(iii) the performance of its obligations hereunder does not violate any provision of law or any regulation applicable to it.

(iv) it has (or will have) in effect (and during the term hereof will continue to maintain in effect) all registrations, approvals, licenses, permits, authorizations and consents required by any regulatory or self-regulatory authority in order to perform its obligations hereunder.

(v) the execution and delivery of this Agreement does not, and the consummation of any transaction contemplated hereby will not, violate any of the provisions in its constituent or other governing documents or any provision in any agreement to or in which it is a party.

**(21) Assignment**

The Customer may not transfer or assign all or part of its rights or obligations under these Terms and Conditions without Aurora's prior written approval. Aurora SG may not transfer or assign any part of this Agreement without the Customer's prior written approval, except that Aurora SG may, without such prior written approval, assign its rights and obligations under these Terms and Conditions to an affiliate of Aurora SG which is either owned by Aurora SG or under common control with Aurora SG.

**(22) Successors assigns**

These Terms and Conditions shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

**(23) Severability**

If any provision of these Terms and Conditions is, or becomes, invalid, illegal or unenforceable for any reason, the relevant provision will be deemed to be modified to the extent necessary to remedy such unenforceability, illegality or invalidity. If such modification is not possible, then the relevant provision shall be severed from the remainder of these Terms and Conditions without affecting the enforceability, legality or validity of any other provision of this Agreement.

**(24) Waiver of breach**

Any delay, failure or forbearance by a party to exercise (in whole or in part) any right, power or remedy under, or in connection with these Terms and Conditions, will not operate as a waiver of such right, power or remedy. A waiver of any breach of any provision of these Terms and Conditions will not be effective unless that waiver is in writing and is signed by the party against whom that waiver is claimed. A waiver of any breach will not be, or be deemed to be, a waiver of any other, or subsequent breach.

**(25) Amendments**

Aurora SG reserves the right to amend from time to time these Terms and Conditions without prior notice to the Customer. Should an amendment be done, Aurora SG will make it best effort to inform the Customer of such an amendment as soon as possible. The Customer will then have a right to accept or decline the revised Terms and Conditions. Should the Customer decide to decline the revised Terms and Conditions, the relationship between Aurora SG and the Customer will be deemed terminated.

**(26) Jurisdiction venue**

Both Parties agree that any dispute between Aurora SG and the Customer or their respective officers, directors, members, employees and agents, arising out of or relating to this agreement, shall be litigated in a court located in Singapore, and both Parties hereby agree to submit to the jurisdiction of such court. No legal action may be commenced by either party hereto arising out of this Agreement more than two (2) years after any claim arises.

**(27) Governing law**

These Terms and Conditions are governed by, and is to be construed in accordance with, the laws of Singapore. All rights and liabilities of the Parties shall be governed by the laws of Singapore without regard to its conflict of laws principles.

**(28) Arbitration**

All controversies, causes of action, and equitable claims arising out of or relating to these Terms and Conditions, or the business dealings between the Parties, shall be resolved by binding arbitration in Singapore in accordance with its rules for resolving commercial disputes. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the Parties. The Parties authorize the arbitrator(s) to grant equitable relief, as well as monetary damages.

The prevailing Party, as determined by the arbitrator(s), shall be entitled to recover from the other Party all costs and expenses (including reasonable attorneys' fees) incurred in connection with the arbitration. All awards rendered in the arbitration shall be final, binding and non-appealable.

**(29) Language**

This Agreement will be executed in English.

**Signed by Client**

AUTHORISED SIGNATORY

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Signed on behalf of Aurora Precious Metal International Pte., Ltd.**

AUTHORISED SIGNATORY

Name: \_\_\_\_\_

Date: \_\_\_\_\_