

AME Terms & Conditions for Digital Gold

1. INTERPRETATION

1.1 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 ASTONM ENTERPRISE Digital Gold Account) and any other documents, terms and conditions, or policies which are expressly stated by ASTONM ENTERPRISE to form any part of the agreement between us and you;

“**AME Digital Gold 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, withdrawals of gold and any other transaction between you and us under this Agreement;
- c. the fees levied by us for services provided to you.

“**ASTONM**”, “**AME**”, “**we**”, “**us**”, or “**our**” means ASTONM ENTERPRISE, a company incorporated in Malaysia with its registered address at A-13A-5, DC RESIDENSI, Damansara City, 6 Jalan Damanlela, Bukit Damansara, 50490, Kuala Lumpur, Malaysia;

“**AME Platform**” means AME website accessible at astonm.com.my amended from time to time (the “**Website**”) and any associated AME-hosted websites or mobile applications (“**Mobile App**”) (collectively the “**AME Platform**”);

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

“Privacy Policy” means the policies governing the disclosure, safety, and usage of user information on the platform. The Privacy Policy of AME is available on the AME platform (as amended from time to time);

“Promotional Balances” means the balance in your AME Digital Gold Account resulting from your participation in any AME promotions including lucky draws, festive campaigns, and the use of promotional codes;

“Customer”, “you”, or “your” means a person who has registered and has been accepted by us for a AME Digital Gold Account on the AME Platform including satisfactorily completing the applicable verification requirements in accordance with this Agreement;

“Password” means the string of at least six (6) characters that you may use to access your AME Digital Gold Account;

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

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

“Subscription Saver Program” means a series of gold saving programs offered by AME to Customers.

“Redemption” means that Customers enrolled in the Subscription Saver Program are entitled to a reward at the end of the program’s tenure. The products and services offered by AME are available on the AME Platform. From time to time, AME will offer new products and services via the AME Platform;

“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 Services (DOS) attack, deliberate market distortion or manipulation, and disruption 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).

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 AME or AME website. The relationship between AME and the Customer arising from or in connection with the Customer's AME Digital Gold Account shall be defined and governed by this Agreement.

2.2 This Agreement applies to your AME Digital Gold Account and your use of: -

- a. the AME Platform; and

- b. any of the services provided to you by AME together with the AME Platform (the “Services”).

2.3 By signing up to use the AME Platform through the AME Website or AME 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 AME Platform, the laws of countries in which the Vaults are located (where applicable), and including, without limitation, the laws of Malaysia, and;
- d. to authorise and allow AME 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 AME Digital Gold Account is held by AME as bailee and is stored in a Vault;
- b. you may only withdraw funds to your personal bank account or by cash. If you have registered for a company account, withdrawal of funds will be conducted through the company bank account. However, cash withdrawals are subjected to a daily withdrawal limit of RM 24,000;
- c. you are entitled to use a promotion code only once in your lifetime as a Customer. For the avoidance of doubt, if you have used a promotion code to claim a reward, you are not eligible to use any other code to claim another reward;

- d. any money credited to your AME Digital Gold Account is not a deposit with or loan to us and your AME Digital Gold Account is not a bank account under the Financial Services Act 2013 (amended);
- e. any money or gold balance incorrectly credited to any of your AME Digital Gold Accounts shall be subject to clawback or recoupment policy currently in effect or as may be adopted by AME. Such a decision is at the sole discretion of AME;
- f. any money standing to the credit of your AME Digital Gold Account represents payment for gold that you intend to purchase under this Agreement and AME is authorised without any further action required from you and without prior notice to you to convert such money to gold, at a price and subject to fees determined under clauses 6 and 8, at any time and from time to time;
- g. any money unutilised 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;
- h. there is no interest payable to you on any amount in your AME Digital Gold Account.
- i. the gold in your AME Digital Gold Account is insured under insurance policies arranged by the Vault Operators and are not insured by the Perbadanan Insurans Deposit Malaysia;
- j. each Customer is only allowed one AME Digital Gold Account and it is the Customer's responsibility to retain control of all personal details required by AME indicated in clause 4.2. It is your duty and obligation to inform us on changes in your personal details. AME reserves the right to close the account(s) where there is duplication of transactions on different accounts. AME reserves the right to close accounts which are dormant and/or lock accounts whenever necessary;

- k. it is your responsibility to verify the email address and details of the person you are sending gold to, and also to approve yourself as a gift contact via email;
- l. except as required by law, no person shall be recognised by AME as holding gold under this Agreement upon any trust, whether, express, implied or constructive, and AME shall not be bound by or compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future, or partial interest in your AME Digital Gold Account except an absolute right to the entirety of the AME Digital Gold Account.

2.5 You acknowledge that the AME Platform and Services do not constitute a “capital market service” under the Capital Market and Services Act 2007 (as amended), 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 AME Digital Gold Account by way of: -

- a. transfer to, or from, a personal bank account, in your own name which you have linked to your AME Digital Gold Account;
- b. physical withdrawals of gold as described in clause 9.

2.7 AME reserves the right to change, modify, add, or remove portions of this Agreement at any time. Changes will be effective when posted on the Platform and the customer receives a notification via electronic communication such as mail, telephone, or fax. You are deemed to be aware of and bound by any changes to the preceding upon your use of the Platform.

2.8 To be eligible to use the AME Services, you must be at least 18 years old or the applicable age of majority or contractual capacity is above 18 years of age. By accessing

or using the AME 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 AME may be conducted by mail or by telephone, fax, online, 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 telephone calls and electronic communication 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 AME Digital Gold Account and through the AME Platform. Instructions once sent, in any form acceptable under the AME Platform in relation to your AME Digital Gold Account, are final and irrevocable. It is your responsibility to ensure that your personal information registered on the AME Platform is accurate at all times.

3.3 You agree to promptly review the transaction history and any account statements pertaining to your AME Digital Gold Account that you receive to ensure that your instructions have been carried out and that there have been no unauthorised dealings in your AME Digital Gold Account. You must inform us of any errors or omissions within seven (7) days of the disputed transaction(s).

4. CUSTOMER DUE DILIGENCE (KYC)

4.1 You agree to provide AME with such information as AME may require or request, in its discretion, in relation to this Agreement and your relationship with AME, including all information required to comply with all applicable laws and regulations, including all applicable (AML) anti-money laundering rules and regulations.

4.2 AME requires the following personal information of the Customer: -

- a. Full name as indicated in National Identification Card or Passport
- b. National Registration Identity Card (NRIC) or Passport (“ID Documentation”)
- c. Date of Birth
- d. Residential & Permanent Address
- e. Email Address
- f. Telephone number
- g. Nationality
- h. Occupation
- i. Gender
- j. Intention of AME Digital Gold Account Opening
- k. Source of Funds
- l. Profession
- m. Bank Account Name
- n. Bank Account Number

4.3 You are required to provide the information indicated in clause 4.2 or any other verifying information or documents as we determine from time to time in our discretion at a time to be determined by us, including prior to opening a AME Digital Gold Account, prior to funding your AME Digital Gold Account, prior to purchasing gold or withdrawal of any gold or money in your AME Digital Gold Account, upon your funding reaching a certain level prescribed by us, or at any other time at our discretion.

4.4 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 AME is entitled to perform a background check prior to approving your

application to open a AME Digital Gold Account or at any other time during the course of the relationship at our discretion. You further consent to AME contacting credit bureaux to obtain information about you for purposes of confirming you identify 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 AME Digital Gold Account being frozen and/or terminated without any notice to you.

4.5 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 AME Digital Gold Account and access to your account, when you open a AME Digital Gold Account, you must create a Password. Unless you enter the correct Password upon logging in to your AME Digital Gold Account, we are unable to take your instructions regarding your AME Digital Gold Account. You are responsible for, and give us your authorisation to carry out, all instructions given to us online where and when your correct Password is entered to access your AME Digital Gold Account. AME 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.

5.2 You accept that it is your responsibility to keep your Password confidential. You alone are responsible for your Password security. When you give us instructions by cellular phone, email, or other non-secure methods, 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, you must

immediately notify us in writing by email or via AME 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. In addition, to Passwords, 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 transaction. This includes signing out and closing any online electronic transaction services once all transactions have been completed regardless of your method of accessing the AME 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 safeguard to maintain security for all electronic transaction activities.

5.4 AME maintains the master copy of ownership records. Records relating to you and your AME Digital Gold Account will only be modified upon the execution of your valid instructions, in accordance with the terms of this Agreement.

5.5 On a regular and frequent basis, but no more frequently than daily, AME will publish reconciled and anonymised customer-by-customer records of ownership of all the bullion in the vaults held by customers to both internal and independent external sources.

6. PRICE

6.1 You agree that the price for any purchase or sale of gold for any transaction within your AME Digital Gold 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 AME transacts with. You accept that the BBO is determined at AME'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, the exchange rate between United States Dollar (or any other foreign currency adopted) and Ringgit Malaysia and gold fineness. Every gold transaction in your AME Digital Gold Account is executed at BBO plus the current prevailing fee published on the AME Platform.

6.2 Physical deliveries of gold are subject to a processing fee payable from your AME Digital Gold Account. Taking possession of physical gold will incur shipping and insurance surcharges which will be confirmed with you in advance. It is your responsibility to ensure that sufficient funds are available in your AME Digital Gold Account at the effective time of any funds transfer or payment to satisfy in full any such funds transfer or payment. Requested transactions may not be processed if you do not have sufficient funds in your AME Digital Gold Account.

6.3 Store fees will apply for gold stored with Vault Operators, at rates prescribed by AME from time to time.

6.4 You are entitled to refund of any purchase made within two (2) working days but shall remain liable for any fluctuation in gold prices and administrative fees.

7. GOLD QUALITY, PURITY AND AUDITING

7.1 AME takes only assayed bullion bars as "Good Delivery" from recognised counterparties, bullion-dealers, and bullion-banks according to best industry-practices which exist in the market.

7.2 All physical gold purchased by you will be stored at a Vault Operator upon purchasing the metal in AME Digital Gold Account.

- 7.3 AME 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) London Bullion Market Association, (COMEX) Commodity Exchange or other globally recognised bullion markets.
- 7.4 AME 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 AME Digital Gold account are 99.99% pure gold content (fine gold) of a 99.5% (or greater) assayed bullion bar denominated in grams.
- 7.5 AME confirms that it has obtained representation from its gold bullion counterparties that every gram of gold purchased by AME for AME Digital Gold Accounts is a gram of 99.99% pure gold content (fine gold) of a 99.5% (or greater) assayed bullion bar held in the relevant Vault.

8. STORAGE

- 8.1 You authorise us to arrange the storage, transportation, and insurance of your gold. We will hold your gold as bailee and appoint our partner HelloGold, or any of its affiliates, as our agent, to enter into storage agreements with gold vault operators selected by AME in its sole discretion (a “Vault Operator”).
- 8.2 All storage agreement with Vault Operators is entered into by HelloGold.
- 8.3 Any storage agreement entered into by HelloGold with a Vault Operator provides gold allocated under the storage agreement will be specifically identified and physically segregated at all times.
- 8.4 You authorise 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 AME nor HelloGold is responsible for 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 AME nor HelloGold has any responsibility or liability relating to the storage of gold.

8.6 AME 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 AME in respect of custody of your bullion.

9. FEES AND LIMITS

9.1 You may, by initiating a withdrawal request via AME Platform or AME, together with such identifying information as requested by AME and on behalf of the Vault Operator, at any time request physical delivery of your gold to you, provided that you hold sufficient gold (as specified in clause 9.2) and subject to withdrawal limits.

9.2 Physical withdrawals of gold are subject to a minimum quantity in the form of whole grammes when making a physical withdrawal request through AME. Physical withdrawals of gold may be subject to daily maximum withdrawal limits. You are responsible for payment of any insurance, delivery, and transportation fees, which will be advised to you and agreed with you in advance.

9.3 AME offers redemption to customers that have enrolled in the Subscription Saver Program. Under the Subscription Saver Program, Customers are entitled to redemption provided they have: -

- a. maintained a minimum balance of 5 grams of gold in the AME Digital Gold Account; or
- b. if the Customer is in the final month of payment for the chosen tenure of the Subscription Saver Program.

9.4 . You are responsible for ensuring that you have sufficient gold in your AME Digital Gold Account for a redemption and for the payment of any insurance, delivery, and transportation fees, which will be advised to you and agreed with you in advance.

9.5 You may sell the gold in your AME Digital Gold account by contacting AME. AME will confirm several personal information (clause 4.2) with you before processing the request to withdraw your funds. The gold in your AME Digital Gold Account will be then sold at the prevailing market price at the time of the withdrawal pursuant to clause 6. The transfer of funds between your AME Digital Gold Account and your personal bank account or company account may be subject to spending limits based on your gold balance and maximum daily allowance that is prescribed by our third-party banking operator.

9.6 AME reserves the right to reject an incoming or outgoing wire. Outgoing wire instructions may be rejected if the details provided are insufficient, the receiving institution cannot be identified, it is uneconomical do so, the currency is not one of the currencies accepted by AME from time to time or if there are insufficient net funds in the AME Digital Gold Account. Incoming wire transfers will be rejected if they are sent from a third party or from a bank in a country which AME deems to pose a high risk.

9.7 AME reserves the right to reject, modify or cancel redemptions and refund the existing cash to the original payment source. Redemptions may be rejected, modified or cancelled if the details provided are insufficient, if the Customer's AME Digital Gold Account has violated existing (AML) Anti-Money Laundering guidelines, the products or service offered for redemption is unavailable or out of stock or if there are insufficient net funds in the AME Digital Gold Account.

10. PROMOTIONAL BALANCES

- 10.1 Promotional Balances are equal in value and redemption right to traditional AME balances in your AME Digital Gold Account.
- 10.2 AME may disqualify a AME Digital Gold Account holder from a promotion and/or claim back Promotional Balances if it believes, in its absolute discretion, that their AME Digital Gold Account or subsequent referred AME Digital Gold Accounts have been set up to abuse the promotion or if you are otherwise in breach of this Agreement or terms and conditions of the promotion. AME reserves the right to suspend, modify, or terminate a promotion at any time and without prior notice.
- 10.3 AME reserves the right to validate referred AME Digital Gold Accounts which must meet the terms outlined in clause 2 and may withhold Promotional Balances for up to sixty (60) days.
- 10.4 You agree not to send a AME invitation template to anyone with whom you do not have a personal relationship. Sending your invitation to persons who do not have a personal relationship will constitute spamming and may result in a suspension of your AME Digital Gold Account.
- 10.5 Employees of AME and family members of employees are excluded from participating in any promotional exercises.
- 10.6 Details of any promotional campaigns will be published on the AME Platform, and we reserve the right to amend the details by updating the same on the AME Platform.

11. LIMITATION OF LIABILITIES: NO WARRANTIES

- 11.1 AME, its agents, partners, employees, or officers, shall under no circumstances be liable: -

- a. 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;
- b. for any special, general, direct, indirect, incidental, or consequential damages, even if we had been advised of the possibility thereof;
- c. for any fees, duties, taxes, or loss as a result of theft or any other loss of gold after it has been removed from the Vault at your request for delivery or collection;
- d. for any damages resulting from latent defect, loss of data or loss of profits;
- e. for any damages resulting from any of your instructions not being sufficiently clear or any failure by you to provide correct or requested information;
- f. 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;
- g. 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.

11.2 AME 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.

11.3 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 questions 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 13.

11.4 In the case of market distortion, volatile markets, systems (including third party systems upon which AME is reliant) being hacked, and market disruption, AME reserves the right to adjust an order if the metal and currency quotes received from AME data source, when the order was placed, is found to be incorrect. AME 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.

11.5 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 AME Digital Gold Account at the time of the alleged claim, subject to always a maximum liability of \$10 (ten) United States dollars or equivalent.

11.6 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 AME platform. (Consider Blaance)

11.7 If you grant express permission for a third party to connect to your AME Digital Gold Account, either through the third party's product or through the Services, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relive you of any of your responsibilities under this Agreement. Further, you acknowledge and agree that you will not hold AME responsible for, and will indemnify AME from, any liability arising from the actions or omissions of this third party in connection with the permissions you grant.

11.8 AME shall not be responsible for any loss or damages resulting from any failure on your part to conduct appropriate due diligence on parties with whom you choose to deal. You accept that you may make and receive payments from other AME users and understand that AME does not accept liability for the fraudulent or misleading actions of parties to whom you make and from who you receive payments. It is your entire responsibility to conduct appropriate due diligence and your choice whether or not to make a payment or agree to receive a payment in return for goods or services.

11.9 You will not be held responsible for any fraudulent transactions on your AME Digital Gold Account directly from: -

- a. fraudulent, or grossly negligent acts committed by us; or
- b. a breach of security of the AME Platform except where such transactions resulted from the misuse of your Password.

11.10 TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AME DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO, WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

11.11 This clause 11 shall survive the termination of the Agreement or closure of any AME Digital Gold Account.

12. INDEMNITY

12.1 Subject to clause 11 above, except to the extent that it results from AME's gross negligence or wilful default or arises from any contravention or breach by AME of any applicable law, you irrevocably and unconditionally agree to indemnify and keep AME and its directors, officers, employees, partners, 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 AME or by its agents under this Agreement.

12.2 The indemnity in this clause 12 shall continue notwithstanding the termination of this Agreement or closure of any AME Digital Gold Account.

13. TERMS & TERMINATION

13.1 Subject to clause 13.6, this Agreement will remain in effect and will bind you and us until such time as your AME Digital Gold Account is closed. We may, at our absolute discretion, close your AME Digital Gold 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 AME Digital Gold Account and terminate this Agreement by giving written notice to us if your AME Digital Gold Account has a nil or zero balance.

13.2 AME reserves its right to immediately suspend or terminate your access to any or all of the AME Services and/or deactivate or cancel your AME Digital Gold Account if you are in default, including if: -

- a. AME is required to do so by valid subpoena, court order, or order from a regulatory authority, or otherwise required by law,
- b. your AME Digital Gold Account is being misused or AME suspects that it is being used in furtherance of illegal activity (with or without actual knowledge of the same),
- c. you take any action to circumvent AME's controls, including, but not limited to, opening multiple AME Digital Gold Accounts or abusing promotions which AME may offer from time to time, or
- d. if you are in breach of this Agreement.

13.3 You will be permitted to transfer the balance in your AME Digital Gold account after ninety (90) days have elapsed following AME Digital Gold Account deactivation or cancellation unless such transfer is prohibited by valid subpoena, court order, order from a regulatory authority, or otherwise prohibited by law. You are responsible for arranging the transfer by way of physical withdrawal of gold or movement of funds to a bank account after your AME Digital Gold account deactivation or cancellation.

13.4 You will not be charged for cancelling your account and will only be required to pay for those AME 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 AME.

13.5 Upon suspension or cancellation of your account, you authorise AME to cancel or suspend pending transactions and hold the funds associated with such transactions until AME is certain that funding reversal windows are complete. In the event that AME closes your account or terminates your access to the AME Services, or deactivated or cancels your account, you will remain liable for all amounts due hereunder.

13.6 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.

13.7 In the event that a technical problem causes system outage or account errors, AME may temporarily suspend your access to your AME Digital Gold Account until the problem is resolved.

14. DEATH OR INCAPACITY

14.1 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 authorise us to sell the gold in your AME Digital Gold 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 AME as having any title or legal rights to your AME Digital Gold Account.

14.2 Nothing in this Agreement shall release the estate of a deceased Customer from any liability in respect of the AME Digital Gold Account.

15. TAX

15.1 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.

16. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

16.1 You acknowledge that any and all of the intellectual property rights including, without limitation, the AME trademark, any other trademarks, trade names, copyright, and other rights used or embodied within the AME Platform are and will remain AME's sole property.

16.2 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 faults of yours. You may not reproduce, copy, or disclose such confidential and proprietary information without our prior written consent.

16.3 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 your software or the AME Platform. 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.

17. MISCELLANEOUS

17.1 **Assignment**

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

17.2 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 AME in order to justify withholding or disputing payment of any such amount in whole or in part.
- b. AME 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 AME to you.

17.3 Currency

- a. Any and all monetary amounts displayed in the AME Platform or by AME are in the local currency selected by you.
- b. Currency conversions are performed from time to time.
- c. AME itself does not charge currency conversion fees and shall not be liable for any fees, charges, or conversion rates on international transactions which may be charged by credit card issuers, financial institutions, or banks.

17.4 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 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.

17.5 **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 AME.
- 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 notice, 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 AME Digital Gold 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 17.5, you may terminate this Agreement in accordance with clause 13 and must notify us in writing without delay and, in relation to variation or amendment under clause 17.5 (c), before the expiry of the notice period.

17.6 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, unenforceable, that provision, to the extent required, shall be deemed deleted, and the remaining provisions shall remain valid and enforceable.

17.7 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.

17.8 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 part shall have authority to act as agent for, or to bind, the other party in any way.

17.9 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 17.9 shall not apply to the service of any proceedings or other documents in any legal action, which documents must be sent to AME's registered address, as published on the AME Platform from time to time.

17.10 **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.

17.11 **Governing Law**

- a. This Agreement is governed by the laws of Malaysia applicable therein. In the event of a dispute but subject to clause 17.11(b) below, you agree that the courts of Malaysia will be competent to hear such dispute, and you agree to be bound by any judgement 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 Asian International Arbitration Centre. The number of arbitrators shall be three. The place of arbitration shall be Kuala Lumpur. 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 judgement in any country of competent jurisdiction.

17.12 Void where prohibited

AME 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 AME Platform is void where prohibited. If you choose to access AME Platform outside Malaysia, you do so on your own initiative and you are solely responsible for complying with applicable local laws. AME 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 AME Platform outside Malaysia.

17.13 Language

The parties to this Agreement have requested that this Agreement and any related document be written in English. 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.

17.14 Stamp Duty

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