

STANDARD TERMS AND CONDITIONS OF PURCHASE – ISTOP GOLD SDN BHD

(Formerly known as PAMP PGM ASIA SDN BHD)

1. Interpretation

1.1 In this Purchase Order Form the following words shall represent the meaning attached herewith:

Precious Metal	means any gold bar in the form and having the minimum fineness of 999.9 and/or any articles containing gold which may take the form of nuggets, grains, consolidated gold matter in solid form thereof or any silver bar or of other form transacted under this Agreement which the Company has agreed to purchase from the Seller as per the Quotation
'Contract'	means an agreement between parties for the purchase and sale of the Precious Metal and includes the standard terms and conditions set out herein in the Purchase Order Form herein.
'Company'	means IStop Gold Sdn Bhd (Formerly known as PAMP PGM Asia Sdn Bhd) Registered Number 527958-T
“Quotation”	means any written or verbal communication issued to the Seller by the Company’s Authorized Representative with regard to the purchase price of Precious Metal, upon receipt by the Company, of information pertaining to the Precious Metal, confirmed quantity and quality of Precious Metal to be purchased from the Seller and delivery and payment terms for the Precious Metal contemplated therein which shall be legally binding, upon the Seller expressing acceptance thereof either verbally or by written communication to the Company whether on the same working day the Seller makes the representation for the Precious Metal for purchase, or within a certain time period specified by the Company.
'Seller'	means any individual, corporation, partnership or association that has agreed to accepts the Quotation from the Company to enter into a sale transaction for Precious Metal with the Company.
'Writing'	includes any telex, cable, facsimile, transmission via electronic data interface and comparable means of communication.

1.2 Any reference in these terms and conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these terms and conditions are for convenience only and shall not affect their interpretation.

2. Seller’s Obligation to Open an Account

2.1 A Seller interested to enter into a Contract with the Company, must firstly lodge with the Company the following documents:-

(i) For Companies

The Memorandum & Article of Association, Directors Resolution authorizing the Company to enter into this Contract and the named officers to act for and on behalf of the Company, Form 9, 13 (if applicable) 24, 44, 49 and the Latest Annual Return as well as copies of the Directors’ and/or named officer’s Identity Cards.

(ii) For Sole Proprietor/Partnership

Business Registration Certificate cum with business and sole proprietor/partners information, copy of the Identity card of the sole proprietor/partners.

(iii) For Individual

A copy of the Identity Card and other permissible legal document giving true identity of the individual.

- 2.2 The Company shall stamp the wordings “For Opening A/C with IStop Gold Sdn Bhd only” on the photocopy of the Seller’s identity card or passport (where applicable). The Company accepts that the identity card shall only be used for the purpose of verification for the opening of the account and shall not be released or disclosed to any third party, save and unless required by any provision of the law, regulation and/or guidelines.
- 2.3 Only the named officers of the Seller (applicable for Company and Partnership) may transact with the Company under this Contract. Any dealings by a third party for and behalf of the Seller is strictly not permitted unless authorised in Writing by the Seller’s named officer.

3. Basis of the Purchase

- 3.1 Subject to the terms and conditions of this Contract, the Company agrees to enter into a transaction involving the purchase of Precious Metal from the Seller wherein the Seller agrees to sell the Precious Metal in accordance with the Quotation given by the Company which is accepted or purported to be accepted by the Seller. The Company will then issue a purchase confirmation to demarcate the purchase stipulated herein, together with a purchase invoice in specification of the Precious Metal.
- 3.2 The quantity, quality, description and specification for the Precious Metal transacted, shall be based on the Quotation issued by the Company which has been accepted by the Seller provided always that no offer submitted by the Seller shall be deemed to be accepted by the Company unless and until confirmed in Writing via Quotation by the Company’s authorized representative. Once the Precious Metal has been delivered to the Company, the Company will issue a Goods Received Note.
- 3.3 No offer which has been accepted by the Company may be cancelled by the Seller except with the agreement in Writing of the Company and on terms that the Seller shall fully indemnify the Company against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation thereof.
- 3.4 At all times, the Seller is to ensure that the Seller has verified and checked that the Precious Metal transacted is as described in the Goods Received Note and the Company will not be liable for any discrepancy or incorrect valuation, unless informed to the Company at the time of acceptance of the Goods Received Note thereof. All sales are final and Precious Metal received by the Buyer is not returnable.

4. Price of the Precious Metal

- 4.1 The price of the Precious Metal shall be the price specified in the Quotation or in the Company’s written acceptance of the Seller’s offer. The price quoted shall be inclusive of any applicable good and service tax, duties and service tax, except as otherwise stated under the terms of any Quotation, or agreed in Writing between the Seller and the Company.
- 4.2 Notwithstanding the Quotation or written acceptance, the Seller is aware, agrees and accepts that the price quoted therein, maybe subject to change due to unforeseen circumstances. Hence the Company reserves the right, by giving notice to the Seller at any time before delivery to vary the price of the Precious Metal to reflect any changes in the cost to the Company which is due to any factor beyond its control (such as and without limitation to, any currency regulation, alteration of duties and taxes, significant increase in other costs) or any change in the delivery dates or quantities or any delay caused by any instructions of the Seller or failure of the Seller to give the Company adequate information or instructions.
- 4.3 Except as otherwise stated under the terms of any Quotation or otherwise agreed in Writing between parties, all prices quoted shall be based upon deliver of the Precious Metal by the Seller to the Company’s premises.

5. Terms of payment

- 5.1 Subject to any special terms agreed in Writing between the Seller and the Company, the Seller shall be entitled to payment on delivery.

- 5.2 If the Company fails to make any payment when due, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries to the Company whether under the same Contract or any other Contract between the Seller and the Company.
- 5.3 The Company shall make payment pursuant to this Contract via Ringgit Malaysia only, either via cash or directly into the Seller's designated bank account upon delivery or collection of the Precious Metal, as the case maybe.

6. Delivery

- 6.1 Unless otherwise agreed in writing the Seller shall deliver the Precious Metal to the Company's premises or such other place as maybe agreed by the Company.
- 6.2 Where the Precious Metal is to be delivered in installments, each delivery shall constitute a separate Contract and failure by the Seller to deliver any one or more of the installments, shall give the Company the right to repudiate such individual Contract or seek indemnity against the Seller for all losses, damages, costs and expenses incurred by the Company in connection thereof.
- 6.3 The Seller agrees not to hold the Company liable where the Company fails to take delivery of the Precious Metal under the Contract where it believes the transaction has or will become illegal.
- 6.4 The Seller's liability for failure to deliver the Precious Metal shall be limited to the extent of any actual loss, costs or damages incurred by the Company.

7. Default by the Seller

- 7.1 If:
- 7.1.1 the Seller makes any voluntary arrangement with its creditor or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - 7.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or
 - 7.1.3 the Seller ceases, or threatens to cease, to carry on business; or
 - 7.1.4 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly
- then without prejudice to any other right or remedy available to the Company, it shall be entitled to terminate the Contract immediately and settle all amount due and payable to the Seller immediately.

8. Risk and property

- 8.1 Risk of damage to or loss of the Precious Metal shall pass to the Company when the Company has accepted the Precious Metal at the Company's premises or such other place of delivery, as the case maybe.
- 8.2 Notwithstanding delivery and the passing of risk in the Precious Metal, or any other provision of this Contract, title and property in the Precious Metal shall not pass to the Company until the Seller has received payment in full including any interest and other costs due to it.

9. Warranties and Liabilities

- 9.1 The Seller affirms that it has the right to sell the Precious Metal and guarantees that the Precious Metal is valid and free from encumbrances and defects.
- 9.2 The Seller acknowledges that it shall not rely on any representations which are not so confirmed in Writing by the Company and the Seller hereby waives any and all claims, rights or causes of action which the Seller has or may have against the Company or its officers, employees and agents against any representation which is not so confirmed.
- 9.3 The Seller consents to the electronic recording, at the Company's sole discretion, of any or all telephone conversations with the Seller (without automatic tone warning device) and the use of same as evidence by the Company in any action or proceeding arising out of this Contract against the Seller.
- 9.4 The Seller agrees and accepts the purchase price quoted by the Company has been mutually agreed and shall not hold the Company to be liable for any consequential loss, damage, costs, expenses or other claims which may arise as a result of acceptance by the Seller of the said Quotation or Contract.
- 9.5 The Seller warrants that the Precious Metal supplied or delivered will correspond with the specification at the time of delivery.
- 9.6 Any claim by the Company which is based on any defect in the quality or condition of the Precious Metal or the failure to correspond with the specification shall (whether or not delivery is refused by the Company) be notified to the Seller within seven (7) days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect.
- 9.7 Where the claim by the Company in respect of any of the Precious Metal being defective in the quality or condition is valid and been notified to the Seller in accordance with these conditions, the Seller shall immediately refund to the Company the price of the Precious Metal (or a proportionate part of the price thereof, as the case maybe).
- 9.8 The Seller shall be liable to the Company for any implied warranty, condition or other term for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller or its agents or otherwise) which may arise out of or in connection with the terms of this Contract.
- 9.9 The seller is aware, has full knowledge and is familiar with all risks involved in such dealings and acknowledges that the Company has made no representation, warranty or guarantee as to such risks unless confirmed in writing. Any dealing entered into herein by the Seller is at its own risk and the Company shall not be liable for such dealings.
- 9.10 The Seller acknowledges that it shall not rely on any representations which are not so confirmed in Writing by the Company and the Seller hereby waives any and all claims, rights or causes of action which the Seller has or may have against the Company or its officers, employees and agents against any advice which is not so confirmed.
- 9.11 The Seller acknowledges that the Company may collect, use and retain the Seller's personal data pursuant to the Personal Data Protection Act 2010. In such instance, the Seller agrees that the Company may process or use the personal data pursuant to its Privacy Policy for Usage of Personal Data as stated under Clause 13.6 below. Where the Seller discloses any personal data of its employees, directors or agents to the Company, the Seller covenants that it has the due authority to disclose and transfer such personal data to the Company and has obtained all the necessary consent and authorisation to permit such disclosure and transfer of personal data to the Company.

10. Force majeure

The Seller shall be entitled without liability on its part and without prejudice to its other rights, to terminate the Contract or any unfulfilled part thereof, or at its option to suspend or make partial deliveries or extend the time or times for delivery, if the performance by the Seller of any of its obligations under the Contract is hindered or delayed whether directly or indirectly by reason of war or other hostilities, civil commotion, act of God, government action or legislation, beyond the reasonable control of the Seller.

11. Anti money laundering and anti-terrorism financing Act 2001

The Seller is aware and acknowledges that in conformance with the requirements of The Anti-Money Laundering and Anti Terrorism Financing Act 2001 (Invocation of Part IV) Order 17th April 2008 for dealers in precious metals and precious stones Section 13, paragraph 14(b), subsection 16(2) and section 24 of the Act effective 1st July, 2008 all dealers of precious metals are required to report transactions that are suspicious and involving proceeds of any unlawful activity to the Financial Intelligence Unit in Bank Negara Malaysia without alerting the Seller on the matter.

In such event, the Company shall not be liable to any civil, criminal or disciplinary proceedings for the disclosure of any information in any report of suspicious transactions made in good faith. The Company further reserves the right to disclose information or produce any documents in its possession to the relevant statutory authorities when required to do so.

12. Declaration of Non Affiliation.

The Seller acknowledges and affirms that the commercial transaction between parties herein are exclusively with the Company and therefore the Seller specifically and categorically declares dis-association and non-affiliation with the Company's associate organization such as MKS Precious Metals Sdn Bhd and its affiliates (MKS Group).

The Seller agrees not to make any such claims, assertions, statements or claim rights of association and affiliation (be it express or implied) with MKS Group either in any printed materials, advertising and promotional collaterals, emails, data based platform, websites or office stationaries, signage and premises.

If in breach of the covenant herein, the Seller agrees that MKS Group shall reserves the right to take the necessary legal action without further reference and the legal costs incurred thereto (*on a solicitor client basis*) shall be fully indemnified by the Seller.

13. General

- 13.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 13.2 Any typographical, clerical or other error or omission in any quotation, pricelist, purchase order or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.
- 13.3 No variation to this Contract shall be binding unless agreed in writing between the authorized representatives of the Seller and the Company.
- 13.4 No waiver by the Company of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.5 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.
- 13.6 The Notice referred in Appendix I of this Standard Terms and Conditions of Purchase is issued pursuant to the provision of the Personal Data Protection Act 2010 and the Company shall at all times comply with its Privacy Policy for Usage of Personal Data and all applicable laws and regulations relating to the privacy, confidentiality or security of such personal data.
- 13.7 The Contract shall be governed by the laws of Malaysia.

14. Declaration

I/We (the Seller) duly acknowledge herein, to have read and understood this STANDARD TERMS AND CONDITIONS OF PURCHASE – 1STOP GOLD SDN BHD (Formerly Known as PAMP PGM Asia Sdn Bhd) and agree to be bound by these terms and conditions and unconditionally accept the standard terms and conditions thereof to form an integral part of ALL the Purchases Contracts entered into with 1Stop Gold Sdn Bhd (Formerly known as PAMP PGM Asia Sdn Bhd).

I/We (the Seller) also acknowledge herein that 1Stop Gold Sdn Bhd (Formerly known as PAMP PGM Asia Sdn Bhd) has explained and disclosed the risks to me/us on Purchase Contracts.

SIGNED BY the Seller

)

Name :

NRIC No :

In the presence of

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Name of Witness :

NRIC No :

Date :

Appendix I

PRIVACY POLICY AND NOTICE FOR USAGE OF PERSONAL DATA

1. Purpose of Policy and Notice

This Privacy Policy and Notice is issued as part of 1STOP GOLD SDN. BHD (1STOP GOLD)'s commitment to comply with the provisions of the Personal Data Protection Act 2010.

2. Consent

By virtue of you opening an account with 1STOP GOLD, you have consented to the provision, processing and disclosure of all personal data and information as set out in the relevant form(s).

3. Provision of Personal Data to 1STOP GOLD

You are required, for the purpose of opening an account and dealing with 1STOP GOLD (as the case may be), to provide 1STOP GOLD with certain personal data and information belonging to you or any other relevant person(s).

Examples of personal data include name, NRIC number, address, telephone number, e-mail address, age, gender, occupation, photographs or images etc. Personal data may also include sensitive personal information relating to religious beliefs and criminal conviction (if any).

Failure to supply such personal data and information may result in 1STOP GOLD being unable to open, establish, continue or provide services to you.

In this regard, 1STOP GOLD shall only collect personal data and information that we believe to be relevant and required, in order to conduct our business and provide you with better customer services.

4. Purpose of Use

Personal data and information that you provide will be used for the following purpose:

- for any purpose directly related to the Agreement entered into with 1STOP GOLD; and
- as part of 1STOP GOLD's record.

Personal data and information referred above may be extended to 1STOP GOLD's agents, associate companies, regulatory authorities and government agencies.

5. Limitation of Use

Personal data and information provided by you will not be processed for any other purpose contrary to what is set out in Paragraph 4.0 above.

1STOP GOLD will not disclose personal data and information obtained to any other third party without your consent unless required by law or by any regulatory bodies.

1STOP GOLD shall further ensure that the personal data and information processed shall not be kept for any longer period than required for the purpose of fulfilling its obligation under the Agreement entered into between the parties.

6. Data Security

1STOP GOLD shall strive at all times to ensure that your personal data and information will be protected against unauthorized access, processing or erasure by implementing appropriate safeguards to secure your personal data. To this end, 1STOP GOLD shall maintain strict security systems designed to protect your personal data and information.

All our staff and third parties with permitted access to your information shall also be required to observe 1STOP GOLD's confidentiality obligations.

7. Your Rights

Please note that while you are not obliged to provide personal data and information as requested, failure to do so will naturally impair the opening of your account and dealings with 1STOP GOLD (as the case may be).

You are entitled to request for a copy of any personal data and information provided and may correct any error or inaccuracy and provide further detail where such information is incomplete.

You may also be required, from time to time and where applicable, to update the personal data and information provided, to ensure that such information remains correct, complete and accurate.

8. Access and Inquiries

1STOP GOLD aims to keep your personal information on our records accurate and up-to-date. In view thereof, please do not hesitate to contact 1STOP GOLD at the following address or telephone number for any request for access, inquiry or complaint in relation to this notice or your personal data and information:

Address : 1Stop Gold Sdn Bhd
B-6-8 Megan Avenue 1,
189, Jalan Tun Razak,
50400, Kuala Lumpur, Malaysia.
Attention: Ms Wong Siew Mooi / Ms Iris Lau
Tel : 603 2172 8680
Fax : 603 2172 8690