

## SCHEDULE 1

# RULES OF THE GOLDINA PRECIOUS METALS MOBILE STORE

These Rules of the GOLDINA PRECIOUS METALS MOBILE STORE (“these Rules”) set out the terms and conditions under which a Subscriber purchases Bullions from the GOLDINA PRECIOUS METALS MOBILE STORE (“GOLDINA Mobile Store”).

By using the GOLDINA Mobile Store and/or placing an order thereon, a Subscriber is indicating his acceptance of these Rules. GOLDINA reserves the right to make changes to these Rules at any time upon written notice to the Subscribers.

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# 1. DEFINITIONS AND INTERPRETATION

## 1.1 Definitions.

Unless the context otherwise requires, terms defined in the Subscription Agreement and not otherwise defined herein bear the same meanings where used in these Rules. Unless the context otherwise requires, the following terms used in these Rules shall have the following meanings:

“Card”	means the credit or debit card, nominated by the Subscriber for any payment under these Rules (including Direct Debit);
“Card Issuer”	refers the bank, financial institution or such other entity which is the issuer of the Card;
“Custodian”	means GOLDINA and/or any person/entity appointed by GOLDINA to be the custodian(s) of the Bullion
“Subscriber”	means a Subscriber of the GOLDINA Mobile Store pursuant to a Subscription Agreement;
“Subscription Agreement”	means the agreement made between a Subscriber and GOLDINA for the subscription of the GOLDINA Mobile Store;
“Redemption”	means End Users shall have the option to redeem physical Bullion in accordance with the Redemption Denomination (Redemption Premium and Delivery Charges are chargeable).
“Redemption Premium”	means the application of a cost over the "buy" Bullion Rate as may be determined solely by GOLDINA from time to time at the date of Redemption.
“Redemption Denomination”	<p>means the Redemption of physical Bullion (through the use of GOLDINA Mobile App) which shall only be made in the following metric denominations by deducting the ozt equivalent (rounded up to three decimal places):</p> <ul style="list-style-type: none"><li>(i) 1 g (0.033 ozt);</li><li>(ii) 5 g (0.161 ozt);</li><li>(iii) 50 g (1.608 ozt);</li><li>(iv) 100 g (3.216 ozt); or</li><li>(v) 1000 g (32.151 ozt).</li></ul>

For the avoidance of doubt, each denomination will carry a different premium cost which is subject to change by the

respective refineries.

“Retail Contract”	means each contract for the purchase and sale of Bullion from the GOLDINA Mobile Store entered into by you subject to these Rules and/or other terms as may be stipulated by GOLDINA from time to time;
“Retail Purchase Order”	means an order placed by a Subscriber to purchase Bullion from the GOLDINA Mobile Store in accordance with these Rules;
“Retail Purchase Price”	means the price at which a Subscriber purchases Bullion from the GOLDINA Mobile Store;
“Retail Sale Order”	means an order placed by a Subscriber to sell Bullion to GOLDINA Mobile Store in accordance with these Rules;
“Retail Sale Price”	means the price at which a Subscriber sells Bullion to GOLDINA;
“Transaction Costs”	means any administrative or service charges, shipping and delivery charges, purchase charges, sale charges, FPX Fee, Banking Charges Profit and other fees to be paid in full to GOLDINA upon a Subscriber’s placement of a Retail Purchase Order or Retail Sale Order, in such amounts as may be determined by GOLDINA from time to time.

## 1.2 Interpretation.

Except to the extent that the context otherwise requires:

- 1.2.1 the headings to the Rules are inserted for ease of reference only and shall not affect their construction;
- 1.2.2 references to Rules are to be construed as references to these Rules and each reference to a sub-rule is to the relevant sub-rule of the Rule in which the reference appears;
- 1.2.3 if the expression “Subscriber” means two (2) or more persons, then any agreement covenant term or undertaking expressed to be made by or binding upon the Subscriber shall be deemed to be made by or binding upon such persons jointly and severally.

- 1.3 Priority of documents.  
In the event of any conflict among the Subscription Agreement and any of the documents incorporated therein by reference, the priority of the documents shall be in accordance with the following sequence:  
(1) these Rules;  
(2) the Subscription Application; and  
(3) the Subscription Agreement.
- 1.4 Language.  
In the event of any inconsistency, ambiguity, conflict or discrepancy between the English version of these Rules and the translation thereof in any other language, the English version of these Rules shall prevail.

## PART I: PURCHASE AND SALE FROM GOLDINA MOBILE STORE

### 2. GOLDINA MOBILE STORE

- 2.1 Using the GOLDINA Mobile Store.  
GOLDINA shall provide the Subscribers, on a best efforts basis, with access to the GOLDINA Mobile Store to purchase Bullions subject to these Rules and other such terms and conditions as GOLDINA or the Retail Seller may determine from time to time.
- 2.2 Identity documents.  
Subscriber shall only be allowed to purchase Bullions from the GOLDINA Mobile Store after providing GOLDINA with identification and/or verification documents stipulated by the Store to the satisfaction of GOLDINA.
- 2.3 Opening hours.  
The GOLDINA Mobile Store operation will be on Monday to Saturday , 6AM to 5AM (UTC/GMT +8.00), and will be closed daily between 5AM to 6AM \*(UTC/GMT +8.00) and all day on Sundays and Public Holidays.
- 2.4 Designated currency.  
All purchases from the GOLDINA Mobile Store shall be made in Ringgit Malaysia (MYR).

### 3. PURCHASE

- 3.1 Retail Purchase Orders.  
All Retail Purchase Orders shall be made on-line through the GOLDINA Mobile Store. A Retail Purchase Order shall contain the particulars as may be required by GOLDINA Mobile Store which shall include the quantity of the Bullion ("the Commodity").
- 3.2 Immediately upon placement of the Retail Purchase Order, GOLDINA shall offer to purchase the Commodity from the Retail Seller.
- 3.3 The Retail Seller shall consequently confirm GOLDINA's purchase by the issuance of confirmation relation invoice to GOLDINA and crediting GOLDINA's account.
- 3.4 Confirmation of Retail Purchase Order.  
A confirmation of a Subscriber's Retail Purchase Order will be issued once the Commodity has been purchased by GOLDINA and the Subscriber's payment of the Retail Purchase Price and the relevant Transaction Costs has cleared. A Subscriber's receipt of an electronic or other form of confirmation of a Retail Purchase Order does not necessarily signify the GOLDINA Mobile Store's acceptance of his order, nor does it constitute confirmation that a Retail Contract has been formed. GOLDINA also may require additional verification or information in respect of and/or before accepting any Retail Purchase Order. GOLDINA and the Retail Seller cannot guarantee the availability of the Bullion and reserves the right, without liability or prior notice, to cease to make available the Bullion or decline the Retail Purchase Order or limit the quantity of the Bullion in the Retail Purchase Order for any reasons.
- 3.5 Cancellation of Retail Purchase Orders.  
A Retail Purchase Order cannot be cancelled if the Retail Contract has already been entered into before the request for cancellation

### 4. RETAIL PURCHASE PRICE AND PAYMENT

- 4.1 Quoted Retail Purchase Price.  
The Retail Purchase Prices quoted by the GOLDINA Mobile Store for Bullions are in Ringgit Malaysia and are inclusive of Storage Fee (if any) and excluding Transaction Costs pertaining to the purchase.
- 4.2 Time for payment.  
Payment of the Retail Purchase Price and the Transaction Costs shall be paid by a Subscriber in full at the time he places the Retail Purchase Order.
- 4.3 Method of payment.

Payment of the Purchase Price, Storage Fee (if any) and Transaction Costs (other than Brokerage Fee) for Bullion shall be made by a Subscriber in accordance with Rule 14. GOLDINA may require, at its option, that a Retail Purchase Order with the Retail Purchase Price exceeding MYR 250,000.00 (or such other amount as may be stipulated by GOLDINA from time to time) shall first be approved by GOLDINA before being accepted by the GOLDINA Mobile Store.

## 5. SALE

### 5.1 Retail Sale Orders.

All Retail Sale Orders shall be made on-line through the GOLDINA Mobile Store. A Retail Sale Order shall contain the particulars as may be required by the GOLDINA Mobile Store which shall include the details and quantity of the Bullion ("the Commodity").

### 5.2 Immediately upon placement of the Retail Sale Order, Goldina shall extend the Retail Sale Order to the Retail Seller for the Retail Seller's agreement to purchase.

### 5.3 The Retail Seller shall indicate their agreement by making the payment for the purchase to the Retail Seller's Paying Agent.

### 5.4 Upon receipt of the payment by the Paying Agent, the Paying Agent will make the necessary payment to GOLDINA.

### 5.5 Confirmation of Retail Sale Order.

A confirmation of a Subscriber's Retail Sale Order will be issued once GOLDINA has received the necessary payment from the Paying Agent. The Retail Sale Order will immediately be executed and the Sale Price shall be credited into the Seller's account on the next working day.

## 6. RETAIL CONTRACTS

### 6.1 Retail Contracts.

If the GOLDINA Mobile Store/GOLDINA accepts a Retail Purchase Order or Retail Sale Order, then that Order is executed immediately and a Retail Contract is formed between the GOLDINA Mobile Store and the Subscriber submitting the Retail Purchase Order (the "purchaser") or Retail Sale Order (the "seller") for the sale and purchase of the Bullion. GOLDINA will acknowledge each Retail Contract and will give notice of the same to the purchaser/seller shortly after execution occurs.

### 6.2 Incorrectly quoted prices.

In addition to but without prejudice to Rule 3.3, GOLDINA shall have the right to cancel any Retail Contract made at the incorrect Retail Purchase Price due to typographical errors or like oversight errors in pricing or product information. If a Retail Contract has been cancelled and the Subscriber has already been charged for the Retail Purchase Price, GOLDINA shall give notice of the cancellation of the Retail Contract to the purchaser shortly after the cancellation and shall ensure that the Retail Purchase Price and all relevant Transaction Costs be reversed or refunded to that Subscriber in full within three (3) Business Days from the date of the cancellation.

## PART II: BULLION

### 7. BULLION

- 7.1 No recognition of trust.  
Neither GOLDINA nor the Custodian shall be affected by notice of any trust or equity attaching to the Bullion or any part thereof.
- 7.2 Lien.  
GOLDINA shall have a lien or charge on the Bullion in the Collection Centre for the Custodian's Fees and all other sums of money for which a Subscriber may become liable to GOLDINA and may at any time and from time to time sell all or any of the Bullion and apply the net proceeds in or towards satisfaction of all or part of the moneys payable to GOLDINA and the surplus proceeds of sale (if any) shall be retained by GOLDINA to the Subscriber's order without any liability on the part of GOLDINA for interest. The Subscriber shall be liable to GOLDINA for the difference between the moneys payable to GOLDINA and the net amount realised by GOLDINA pursuant to this Rule in the event such amount realised or received is less than the amount payable to GOLDINA, whether or not GOLDINA is the purchaser of the Bullion.

### 8. REDEMPTION OF BULLION

- 8.1 Redemption.  
Any Subscriber may request to redeem via GOLDINA Mobile Store, all or any in the redemption denomination of his Bullion holding.
- 8.2 Method of redemption.  
Any Subscriber may redeem the Bullion either:
- 8.2.1 by collecting the same personally or through duly authorised agent from



the Collection Centre at the time fixed by the Custodian and notified to the Subscriber (through GOLDINA) during the usual business hours of the Custodian on a Business Day; or

8.2.2 requiring the Bullion to be shipped and delivered to him at an address specified by him or if not specified, at the address specified in his Subscription Application or his last known address as may be notified to GOLDINA.

### 8.3 Risks.

Bailment to the Bullion shall terminate and all risks associated in the loss or damage to the Bullion shall pass to that Subscriber:

8.3.1 in the case of personal collection, at the time the Bullion is collected by him; or

8.3.2 in the case of shipping and delivery, at the time the Bullion is delivered to the shipping and/or courier agency.

### 8.4 Refusal of redemption.

GOLDINA and/or the Custodian shall have the absolute and unfettered discretion to refuse redemption of the Bullion from the Collection Centre if, without limitation:

8.4.1 the identification and/or verification documents produced by the Subscriber are or cannot be verified to the satisfaction of GOLDINA or the Custodian; or

8.4.2 GOLDINA's access to the Collection Centre is denied for any reason whatsoever; or

8.4.3 the redemption of the Bullion is prohibited by any Applicable Laws.

### 8.5 Time for delivery.

If Bullion is to be shipped and delivered to any Subscriber under any of these Rules, shipping and delivery of Bullions may take up to fourteen (14) Business Days from the date the Bullion is delivered to the shipping and courier companies or agencies or such longer period as may be notified by GOLDINA. The Subscriber acknowledges that GOLDINA uses various shipping and/or courier agencies for shipment and delivery and that GOLDINA shall not be responsible for any shipping and/or delivery problems and/or delay and shall not be held liable for any

delay beyond the advertised delivery time-frames due to any reason or cause whatsoever.

8.6 Taxation.

If any Bullion is to be shipped and delivered to a Subscriber under any of these Rules, he shall be responsible for any shipping fees, goods and services tax (GST), value added tax (VAT), import duties and/or any other taxes (collectively the "Taxes") levied according to the tax laws of the country to where the Bullion is delivered. GOLDINA ships Bullion to a Subscriber free of such Taxes, does not collect the Taxes and cannot accurately ascertain what Taxes are payable and the amount of such Taxes.

8.7 Identification documents.

A Subscriber shall produce his identification documents for collection of the Bullion, failing which the shipping and/or courier agency may refuse collection. A Subscriber acknowledges that despite GOLDINA's reasonable precautions, the Bullion may be collected by any other person not authorised by him. In this circumstance, GOLDINA shall not be held liable or responsible for any loss or damages incurred or suffered by such Subscriber.

## 9. TERMINATION OF SUBSCRIPTION AGREEMENT

9.1 Treatment of Bullion.

Upon the termination of the Subscription Agreement for any reason whatsoever, the Subscriber shall be deemed to have requested for a redemption of his Bullions on the date of termination. Rule 9 shall apply mutatis mutandis save and except if the Subscriber does not collect his Bullion within fourteen (14) Business Days from the date of termination, any balance quantity after deduction of redemption denomination and/or uncollected redemption denomination after fourteen (14) Business days, will be sold and the proceeds less cost will be refunded to the subscriber.

## 10. TRANSFER ON DEATH, BANKRUPTCY ETC.

10.1 Deceased Subscribers.

10.1.1 The executors or administrators of a deceased Subscriber (not being one of several joint Subscribers) shall be the only persons recognised by GOLDINA and the Custodian as having any title to the Bullions deposited by the deceased Subscriber.

10.1.2 In the case of the death of any joint Subscriber, the survivor(s) will be the

only person recognised by GOLDINA and the Custodian as having any title to or interest in the Bullions deposited by those joint Subscribers with the Custodian. Where the surviving Subscriber is a minor, GOLDINA and the Custodian shall only recognise the estate of the deceased first named Subscriber as having any title to or interest in such Bullions.

10.2 Transmission on death, bankruptcy or insanity.

Any person becoming entitled to any Bullions in consequence of the death, bankruptcy or insanity of a Subscriber upon producing such evidence that he sustains the character in respect of which he proposes to act under this Rule or of his title as GOLDINA and the Custodian think sufficient and in the case of a legal personal representative of a deceased Subscriber (not being one of several joint Subscribers) upon making a declaration in the form as may be prescribed by GOLDINA or the Custodian, he shall be registered himself as the holder of such Bullions.

10.3 Legatees and next of kin entitled to be registered.

In the case of the death of a Subscriber (not being one of several joint Subscribers) his legal personal representatives may (whether or not they have themselves become registered as the owners of the deceased Subscriber's Bullions) at any time require GOLDINA or the Custodian to register the persons who have become entitled to the said Bullions by virtue of the Will or upon the intestacy of such deceased Subscriber and GOLDINA may upon being furnished with a declaration by the said legal personal representatives in the form as GOLDINA may prescribe and a request by the person or persons stated in the said declaration to be so entitled as aforesaid in the form register such last mentioned person or persons as the owner of the said Bullions.

10.4 Information on deceased's Bullion.

GOLDINA may, at its sole and absolute discretion without liability for any loss or damage, before the obtaining of a Probate or Letter of Administration, produce or release to any person claiming to be entitled to administer a Subscriber's estate, the particulars of the Bullion deposited in the Collection Centre.

## 11. CUSTODIAN'S RULES

In addition to Rules 7 to 9, the bullion, viewing and redemption of a Subscriber's Bullion shall also be subject to the rules and regulation stipulated by the Custodian from time to time.

# PART III: PAYMENT AND CHARGES

## 12. METHOD OF PAYMENT

All payments to be made to GOLDINA under the SUBSCRIPTION Agreement and these Rules shall be made on-line on the GOLDINA Mobile Store either:

- 12.1 through the payment gateway;
- 12.2 by Card;
- 12.3 by such other payment methods acceptable to GOLDINA as provided by the GOLDINA Mobile Store.

## 13. PAYMENT BY CARD

- 13.1 Payment subject to approval.  
All payments by Card shall be subject to the approval of the Card Issuer and GOLDINA shall not be liable in any way if the Card Issuer refuses to accept or honour the Card for any reason.
- 13.2 Warranties.  
The Subscriber warrants and represents and undertakes that, at the time each payment is made by the Card:
  - 13.2.1 the Subscriber is the lawful and authorised holder of the Card or where the Card belongs to a third party, he is the lawful and authorised user of the Card;
  - 13.2.2 the Card is valid and has not expired and shall remain valid and unexpired throughout the duration of the Direct Debit;
  - 13.2.3 that there are sufficient balance or credit, as the case may be, in the account of the Card to enable the payment to be made successfully; and
  - 13.2.4 the Card has not been suspended or terminated.
- 13.3 Verification.  
The Subscriber hereby expressly authorises GOLDINA to verify with the Card Issuer or any third party as may be necessary that the information provided by the Subscriber to GOLDINA are true and accurate.

13.4 Changes in particulars of Card.

The Subscriber shall promptly notify GOLDINA of any material changes to the particulars of the Card.

13.5 Right to reverse payments.

Notwithstanding that a payment has been made through a Subscriber's Card (including any payment made under the Direct Debit), GOLDINA reserves the right without prior notice to the Subscriber to reverse any such payment or debit the sum so paid to that Subscriber's account with GOLDINA in the event of any one or more of the following circumstances:

13.5.1 the payment is cancelled by the Card Issuer for any reason whatsoever;

13.5.2 the payment is found to be incomplete, illegal or carried out by fraudulent means;

13.5.3 the payment is found to be one of "declined authorisation" or a non-corresponding authorisation code;

13.5.4 the sum paid or part thereof is found to have exceeded the authorised limit of the Card;

13.5.5 the Card is found to have expired, terminated or is invalid for any reason whatsoever;

13.5.6 the payment was entered into without the authorisation of the Card Holder or the Card Holder disputes the payment or denies liability for whatever reason; or

13.5.7 the use of the Card involves a violation of the applicable Laws, notwithstanding that GOLDINA may have received notice of the same at the time when the transaction was carried out.

13.6 Risk.

Notwithstanding any of the foregoing provisions, the Subscriber agrees that the use of the Card and Direct Debit are undertaken at the Subscriber's sole risk. The Subscriber hereby assumes all risk arising from the use of the Card or the Direct Debt or incidental to the use thereof and shall not hold GOLDINA liable for any loss arising therefrom.

## 14. CHARGES

- 14.1 The transaction costs paid to GOLDINA are not refundable under any circumstance whatsoever.
- 14.2 Change in Charges.  
GOLDINA, may review and change the Custodian's Charges and Transaction Costs at any time and from time to time and notify the Subscriber of such changes and the continuous use of the Mobile Store indicates the Agreement of the Subscriber towards the review and change.

## PART IV: MISCELLANEOUS

### 15. DISCLAIMER

GOLDINA and the Custodian shall not be liable to any Subscriber by reason of any representation or any implied warranty, condition or other term or any duty at common law or under the express terms of the agreement for any direct, indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever which arise out of or in connection with these Rules unless GOLDINA and the Custodian or its respective employees, servants, and agents acted or failed to act in a manner that is grossly negligent, reckless, or fraudulent.

### 16. TIME

Time wherever mentioned herein for a Subscriber's compliance of these Rules shall be of the essence.

### 17. MONIES PURSUANT TO A CONTRACT

Any monies, paid to and from GOLDINA shall be monies payable pursuant to a contract of sale or contract of purchase and shall not at any time be regarded as a deposit or saving as per the provisions of the Malaysian Financial Services Act 2013.

## 18. EXCLUSION OF LIABILITY

GOLDINA's total liability to the Subscribers in any event shall not exceed in aggregate the sum of RM1,000.00.

## 19. ACCOUNT INFORMATION POLICIES

It is mandatory for the Subscriber to maintain full and updated contact information with GOLDINA at all times. Any Account without full and updated contact information of the Subscriber will be suspended until such contact information is provided to the satisfaction of GOLDINA.

## 20. RESTRICTED ACTIVITIES

- 20.1 If you use, or attempt to use the Service and/or Account for purposes other than to purchase and/or sell bullion products on the GOLDINA website, your Account will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available.
- 20.2 Information relating to the Subscriber (including but not limited to identity, background, creditworthiness, source of funds, payments and receipt of payments) shall not: be false, inaccurate, misleading, fraudulent or be connected to proceeds of any illegal activities or be used for illegal and/or fraudulent purposes or violate any law statute, ordinance, contract or regulation or create liability or losses to GOLDINA, its affiliates, employees, officers, directors and owners. Violation of any of the above will result in the relevant Account being terminated.
- 20.3 Subscriber shall not permit or authorize any other person or entity to access and/or use the Services without prior written consent of GOLDINA.
- 20.4 GOLDINA participates fully in all government regulated anti money laundering policies. Suspicious transaction will be reported to appropriate government authorities. Subscriber shall comply with all procedures put in place from time to time by GOLDINA to present, detect and cause the reporting of suspected transactions. If there is any signs of suspicious activity, GOLDINA may at its sole discretion request for additional due diligence to be performed on the Subscriber. If a reasonable explanation for the suspicious activity is not determined, the suspicious activity shall be reported to the relevant authorities. Subscriber consents to GOLDINA sharing all relevant information relating to the Subscriber, the Account and activities of the Subscriber to the relevant authorities.

## 21. PERSONAL DATA PROTECTION ACT

By becoming a Subscriber, you hereby agree that GOLDINA may collect, obtain, store and process your personal data that you provide in the Subscription Application and Subscription Agreement and you hereby give your consent to the GOLDINA to:-

- a. store and process your Personal Data; and
- b. disclose your Personal Data to the relevant governmental authorities or third parties where required by law or for legal purposes.

For the avoidance of doubt, Personal Data includes all data defined within the Personal Data Protection Act 2010 including all data you had disclosed to GOLDINA.

## 22. ASSIGNMENT/TRANSFER

The Subscriber shall not purport to assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under this Agreement and shall not grant, declare, create or dispose of any right or interest in it, without the prior written consent of GOLDINA.

## 23. FORCE MAJEURE

GOLDINA shall not be responsible for the loss of or damage to the Subscriber or for any failure to fulfil its duties hereunder to the extent that such loss, damage or failure shall be caused by or indirectly due to war damage, enemy action, the act of any government or other competent authority, riot, civil commotion, rebellion, storm, tempest, accident, fire, lock-out, strike or other cause whether similar or not beyond the control of GOLDINA provided that GOLDINA shall use all reasonable efforts to minimise the effects of the same.

## 24. GOVERNING LAW AND JURISDICTION

Any and all claims or disputes relating to the Service, Account and/or this Agreement shall be governed by the laws of Malaysia. In this regards, the Subscriber and GOLDINA agrees to submit to the exclusive jurisdiction of the Malaysia courts.



## 25. TIME OF ESSENCE

Any time, date or period mentioned in any provision of this Agreement may be extended by mutual agreement between the Parties but as regards any time, date or period originally fixed and not extended or any time, date or period so extended as aforesaid time shall be of the essence.