

## SECURED PEER-TO-PEER LOANS TERMS

The following terms and conditions (the "Secured Peer-to-Peer Loans Terms") must be read in conjunction with any other applicable supplementary terms imposed by us including but not limited to the Account Terms and Funding and Payment Terms, as may be amended from time to time, (collectively the "Terms of Service") which, together with these terms, constitute the terms and conditions that will govern your use and participation in the Platform.

### 1. ELIGIBILITY

1.1. The Platform is intended solely for S.T.A.R. Storage Account holders who meet the eligibility criteria outlined in these terms, are at least 21 years of age, and are not otherwise restricted from participating in the Secured Peer-to-Peer Loans.

1.2. Representation and Warranties of Participants

You represent and warrant that:

- a) you are solely responsible for ensuring that your use of the Platform or making a lending commitment under these terms does not violate any laws or regulations applicable in your country of residence.
- b) you have carefully considered the risks involved in using the Platform and understand that we do not provide any investment advice or other forms of advice, nor do we make any recommendations to you. We solely perform, on an "execution only" basis, the matching, processing, and administration of the Secured Peer-to-Peer Loans.
- c) you have the power and authority to execute, deliver and perform your obligations under the Loan Contract. No limit on your powers will be exceeded as a result of the borrowing or the grant of the security under the Loan Contract.
- d) your execution, delivery, and performance of the obligations in and transactions contemplated under the Loan Contract do not and will not contravene or conflict with:
  - Any of your by-laws or constitutional document;
  - Any agreement or instrument binding on it or its assets or constitute a default or termination event (however described) under any such agreement or instrument; or
  - Any law or regulation or judicial or official order applicable to it.

1.3. When participating as a Borrower and in addition to any of your other representations and warranties under the Terms of Service, you further represent and warrant that:

- a) all Parcel(s) and/or S.T.A.R. Gram holdings being held as security hereunder are solely owned by you, do not represent proceeds of any criminal activity or tax crimes, are free and clear of any and all encumbrances, security interests, liens, and rights, and claims of third parties, including, without limitation, tax liens or claims and litigation affecting such asset, except those arising from the Loan Contract.
- b) if you are not a natural person, you validly exist under the laws of your jurisdiction of incorporation/registration and are not prohibited from borrowing under the Platform.

1.4. When participating as a Lender and in addition to any of your other representations and warranties under the Terms of Service, you further represent and warrant that:

- a) you are not carrying on money lending as a business and that you are not engaged in any activity that, in conjunction with your participation in the Platform, might be construed as carrying on the business of money lending.
- b) if you are carrying on money lending as a business, you have obtained the proper license and/or permit from the relevant authorities in Singapore, and you have taken all the steps necessary for you to legally enter into a Loan Contract.

### 1.5. Restricted Accounts and Users

We may, from time to time at our sole discretion and without notice or liability to you, restrict certain accounts, account types, or users from participating in the Platform either as a Borrower, Lender, or both as a result of a breach of any warranties or representations and in accordance with various risk factors, internal policies, laws, and regulations.

## 2. OUR ROLE IN THE PEER-TO-PEER LOANS PROGRAM

2.1. Any transaction under the Platform is done directly between the Lender and Borrower, and at no time shall you, as a Lender, be lending money to us. We only carry out specific roles in the Platform, which are described below:

- a) providing an online platform for the matching of Borrowing Requests of Borrowers and Lending Offers of Lenders and the creation of loan contracts between the parties;
- b) managing documentation;
- c) facilitating settlement including Events of Default;
- d) facilitating custody of Collaterals; and
- e) administration of the loan settlement.

2.2. In the performance of our role under **Clause 2.1**, we reserve the right, at our sole good faith discretion, to:

- a) determine the types of assets that may be accepted as Collateral and the specific Loan-to-Value ("LTV") assigned to those types of assets;
- b) determine the methods of calculating the interest;
- c) determine the periods, currencies, interest rate increments, minimum loan amounts, and loan amount increments available in the Platform;
- d) determine the pricing methodology for the valuation of Collaterals for the purposes of calculating the Collateral Coverage and buyback rates in a Liquidation Event;
- e) enter into agreements with subcontractors to perform any part of our obligations under these terms including the authentication, appraisal, or valuation of Collaterals;
- f) enter into agreements with third parties, for them to act as an Approved Purchaser for any part of the Collateral in a Liquidation Event; and
- g) approve third-party Agent Platform Providers to accept Borrowing Requests in the Agent Platform on behalf of its customers.

## 3. FUNDING YOUR PEER-TO-PEER ACCOUNT

- 3.1. To participate as a Lender in the Platform, you will be required to pre-fund your Peer-to-Peer Fund Balance which are held in a segregated P2P Client Bank Account. Your Peer-to-Peer Fund Balance may hold balances in Singapore Dollars, US Dollars, Euro, and any other currencies as may be added by Silver Bullion from time to time.
- 3.2. Your Peer-to-Peer Fund Balance cannot be funded by giving us cash, using debit or credit cards, or by paying using cryptocurrencies.
- 3.3. All banking charges both in Singapore and abroad shall be borne by you and shall be deducted/charged to your account. These banking charges include, but are not limited to:
  - a) all fees charged by our banks in receiving your transfer of Singapore Dollars, US Dollars, Euro, and other acceptable currencies to our account;
  - b) all wiring, handling, and other fees charged by the remitting and receiving banks;
  - c) all fees charged by an intermediary bank; and
  - d) all fees charged by any payment processing party.
- 3.4. If you hold a:
  - a) personal account, you must fund your Peer-to-Peer Fund Balance or settle an expiring Loan Contract from a personal banking facility registered in your own name.
  - b) joint account, you must fund your Peer-to-Peer Fund Balance or settle an expiring Loan Contract from a joint banking facility or from a personal banking facility registered under any of the joint account holders.
  - c) business, trust, or IRA account, you must fund your Peer-to-Peer Fund Balance or settle an expiring Loan Contract from a banking facility under their respective names.
- 3.5. Funds held in your Peer-to-Peer Fund Balance are exclusively for the purpose of participating in the Platform or for immediate withdrawal to your Linked Bank Account. We do not pay interest on balances held in your Peer-to-Peer Fund Balance. Funds deposited into your Peer-to-Peer Fund Balance but not used within ninety (90) calendar days of our receipt may be returned without notice.
- 3.6. Where your Peer-to-Peer Fund Balance holds balances in currencies where our banking partners charge negative interest, you accept that we may charge you a fee ("Currency Holding Fee") to cover the additional banking fees incurred to maintain bank accounts in those currencies.
- 3.7. We may return funds, no matter the consequences, if we are not satisfied with its source and proceed to cancel the requested transaction or settlement. In case of doubt, we may contact you to seek additional information concerning the funds' source, which you agree to provide.

#### **4. BORROWING UNDER THE SECURED PEER-TO-PEER LOANS**

- 4.1. You may borrow under the Platform by submitting a Borrowing Request based on your preferred terms or by accepting an existing Lending Offer. When a Borrowing Request is posted, all Parcel(s) and/or S.T.A.R. Gram holdings pledged as collateral will be temporarily locked and may not be sold or taken delivery of unless the unmatched Borrowing Request is cancelled.
- 4.2. Once a Borrowing Request is filled/matched, and a Loan Contract is created, you acknowledge and agree to the following terms:

- a) you are now bound to the terms of the Loan Contract and that you will fulfil your obligations as the Borrower under these terms;
- b) you will not sell, assign, lease, convey, or grant any security or any third-party interest over the Collateral until the security interest over the Collateral is released;
- c) at Loan Start Date, the Loan amount will be credited to your Peer-to-Peer Fund Balance and, upon your request, transferred to your Linked Bank Account and/or Cash Balance;
- d) you will continually monitor the Collateral Coverage of your Loan to prevent such Collateral Coverage from falling below the Liquidation Threshold; and
- e) your failure to timely settle any obligations under these terms can have material financial consequences on the other parties involved in the transaction or the settlement thereof for which you will be held liable.

#### 4.3. Grant of Security Interest

To secure the prompt payment to the Lender and the performance each covenant and obligations under these terms and the Loan Contract, each Borrower grants, pledges, conveys, and assigns to the Lender, a continuing security interest in and liens upon all of such Borrower's right, title and interest in the Collateral. The absence of any reference to these terms in any documents, instruments or agreements evidencing or relating to any obligation secured hereby shall not limit or be construed to limit the scope or applicability of these terms. Upon an indefeasible payment in full of the obligations secured hereby, all Collateral will be released from the security interest.

#### 4.4. Loan Advance

Loans have fixed start and end dates (i.e., Loan Start Date). To bridge the period between the Loan creation and the Loan Start Date, a Borrower may request for a Loan Advance for a sum not exceeding the amount receivable on the next Loan Start Date. A Loan Advance may also be requested to facilitate the repayment of a Loan by liquidating its Collateral.

Upon acceptance of your Loan Advance request, you acknowledge and agree to the following terms:

- a) you have entered into a legally binding agreement with the Sweeper Fund Provider, wherein you will receive the Loan Advance amount (net of fees) and pledge the proceeds of the forthcoming Loan to the Sweeper Fund Provider;
- b) as part of the Loan Advance arrangement, the Sweeper Fund Provider is entitled to levy a fee of 0.50% of the Loan Advance amount, which will be deducted from the Loan Advance proceeds; and
- c) you have granted Silver Bullion the authorization to repay the Loan Advance to the Sweeper Fund Provider on the Loan Start Date, using the funds obtained from your Loan.

### 5. LENDING UNDER THE PEER-TO-PEER LOANS PROGRAM

- 5.1. You may lend under the Platform by submitting a Lending Offer based on your preferred terms or by accepting an existing Borrowing Request. When a Lending Offer is posted, the equivalent amount will be temporarily locked as reserve funds from your Peer-to-Peer Fund Balance and may not be withdrawn until the unmatched Lending Offer is cancelled.

- 5.2. Once a Lending Offer is filled/matched and a Loan Contract is created, you acknowledge and agree to the following terms:
- a) you are bound to the terms of such Loan Contract and that you shall not be entitled to cancel the Loan or demand for early repayment, save for those provided under these terms.
  - b) you have granted Silver Bullion the authorization to (i) manage the recovery processes when the Borrower fails to make payments to you under any Loan Contract or where an Event of Default has occurred, (ii) facilitate the establishment of a security interest over the Collateral on your behalf, (iii) enforce your security interest over the Collateral on your behalf, when necessary, and (iv) enforce or procure to enforce the Loan Contract on your behalf.
- 5.3. In case of a Liquidation Event, you agree that you will immediately be paid the Loan principal plus full interest from the proceeds of the collateral liquidation, and that you will not be entitled to seize, acquire, or otherwise demand the transfer of ownership of the Collateral to you in lieu of the repayment or settlement of the Loan.

## **6. VALIDATION AND MATCHING**

- 6.1. Lending Offer(s) will only be accepted when there are sufficient funds in your Peer-to-Peer Fund Balance for the relevant currency. Borrowing Request(s) will only be accepted when there are sufficient unencumbered Parcel(s) or S.T.A.R. Gram holdings in your S.T.A.R. Storage Account to serve as Collateral.
- 6.2. Matching of Lending Offers and Borrowing Requests
- Lending Offers and Borrowing Requests are matched either (a) manually by accepting existing Lending Offer(s) or Borrowing Request(s), or (b) automatically by matching Lending Offers and Borrowing Requests. Automatic matching of Lending Offer(s) and Borrowing Request(s) happens once a request and offer are identified by our systems as an exact match based on all terms such as currency, start date, tenor, and Interest Rate. Such matching will be made on a first-in, first-out basis.
- 6.3. Cancellation of Lending Offers and Borrowing Request
- You may cancel all or part of an unmatched Lending Offer or Borrowing Request through the Website. Time-limited Lending Offers and Borrowing Requests will be automatically cancelled once their selected active time period has lapsed.
- We reserve the right to cancel the following unmatched, partially matched Lending Offers or Borrowing Requests:
- a) Lending Offer(s) that are below the minimum amount Loan amount; and
  - b) Borrowing Request(s) where the Collateral Coverage has decreased to 130%.

## **7. COLLATERAL AND VALUATION**

- 7.1. Silver Bullion may, from time to time, allow different asset types under its custody to be used as Collateral under the Platform. For the purpose of determining the loanable amount, LTV, or Collateral Coverage, Silver Bullion may, at its sole discretion, use Market Based Valuation or Fixed Valuation for different asset types.

## 7.2. Market-Based Valuation

For bullion, electric vehicle metals, and S.T.A.R. Gram products, with a reliable active market, the valuation of collaterals carried out by us will generally be based on a product sum of the metal mass multiplied by the prevailing traded spot price. The Collateral Value of asset types using Market Based Valuation may change from time to time in response to the changes in the prevailing spot prices of such assets.

## 7.3. Fixed Valuation

For other asset types such as luxury watches or jewellery, the valuation of collaterals will be carried out by our Qualified Subcontractors and will be based on several factors, including the retail price, secondary market price, brand, make, year produced, mechanical condition, cosmetic condition, and accessory sets. The Collateral Value of asset types using Fixed Valuation may not change from time to time.

## 7.4. By participating as either Lender or Borrower, you agree to and accept the valuation methodology used by Silver Bullion or its Qualified Subcontractors for each asset type and assigned Collateral Value of each asset for the purpose of using such asset as security under these terms.

# 8. REPAYMENT, MATURITY, AND ROLL-OVER

## 8.1. Early Repayment

Borrowers may prepay a Loan in full upon request. Partial repayment of a Loan is not allowed. The prepayment of a Loan will become effective within one (1) business day after the full outstanding loan balance, including the full interest and any fees due, is received from a Borrower. The locked Collateral will be released with immediate effect upon the full repayment of the amount due.

## 8.2. Loan Maturity and Repayment

If any payment becomes due on a day that is not a Business Day, the Due Date of such payment will be brought forward to the last business day prior to the original Due Date.

Funds in settlement of its obligation under these terms must be received in the P2P Client Bank Account by 12:01 AM SGT on the relevant Due Date(s). Deficiencies in your Peer-to-Peer Account on the relevant Due Dates will be considered a Late Payment and subject to penalties under **Clause 9**.

## 8.3. Roll-Over

Borrowers may "roll-over" a maturing Loan by obtaining a new loan from the Platform within seven (7) to ten (10) days prior to its Due Date.

## 8.4. Repayment through Collateral Liquidation

Borrowers may request for the full repayment of a Loan through the sale of the Collateral. By requesting a Repayment through Collateral Liquidation, you accept and instructs Silver Bullion to:

- a) request for a Loan Advance (under **Clause 4.4**) to fully repay the Loan and effect the release of the security interest over the Collateral; and



- b) immediately initiate the sale of the Collateral Parcel and use the proceeds of the sale to repay the principal amount and all financing charges of the Loan Advance. The liquidation of the Collateral will be made in accordance with **Clause 10.3**.

## 9. LATE PAYMENT AND EVENT OF DEFAULT

### 9.1. Late Payment and Sweeper Fund Provider

In order to limit the knock-on effects of a Borrower's failure to fully settle any of its payment obligations when they become due, Silver Bullion may appoint a substitute party ("Sweeper Fund Provider") to temporarily finance the deficiencies in a Borrower's Peer-to-Peer Account. A Late Payment Penalty (as published on our Website) will be due from the Borrower should the temporary financing be extended by the Sweeper to cover any shortfall by the Borrower on the relevant Due Date(s).

When funds for the Late Payments are eventually credited to the designated P2P Client Bank Account, these funds will be credited to, or set-off against, any of such temporary advances made by the Sweeper, including any Late Payment Penalties.

### 9.2. Event of Default

A Loan shall be considered in default should the Borrower fail to meet its payment obligations and/or loan conditions. Default may be classified as (a) Debt Service Default, which occurs when the Borrower has not made the required payment (including any eventual Late Payment Penalties) of the principal or interest due and when such default in payment continues for the next four (4) Loan Start Dates or thirty (30) days, whichever is shorter, or (b) Technical Default, which occurs when the Borrower breaches any commitment, conditions, these terms or the terms of the Loan Contract.

A Debt Service Default shall include an event where:

- a) the Borrower fails to fully settle an Interim Interest and Loan Admin Fee (including any eventual Late Payment Penalties) that is due for a Loan, and when such default in payment continues for the next four (4) Loan Start Dates or thirty (30 days), whichever is shorter.
- b) the Borrower fails to fully settle the principal, interest, and Loan Admin Fee due and payable at Loan Maturity Date (including any eventual Late Payment Penalties) and when such default in payment continues for the next four (4) Loan Start Dates or thirty (30 days), whichever is shorter.
- c) the Borrower fails to fully settle a Loan Advance from the Sweeper Fund when it is due.

A Technical Default shall include an event where:

- a) the Collateral Coverage falls below the Liquidation Threshold.
- b) the Borrower grants any security or any third-party interest over the Collateral during the duration of the Loan.
- c) the Borrower becomes insolvent or becomes a party to any insolvency or bankruptcy proceeds or when there is an appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager, or other similar officers for its assets.
- d) any warranty, representation, or other statement made or deemed to be made by the Borrower under these terms is false or misleading in any respect.

- e) the Borrower fails to perform or observe any covenant, agreement, or duty contained in the Loan Contract or in these terms.

## 10. DEFAULT REMEDIES

### 10.1. Acceleration

Upon the occurrence and during the continuance of an Event of Default under **Clause 9.2**, Silver Bullion, acting on behalf of the Lender or Sweeper Fund Provider, shall immediately exercise any right, power or remedy permitted to the Lender or Sweeper Fund Provider, and shall have, in particular, without limiting the generality of the foregoing, the right to declare the entire principal, all interest accrued, and all other charges accruing on all obligations to be forthwith due and payable, without any presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by each Borrower.

### 10.2. Collateral Liquidation

Upon the occurrence and during the continuance of an Event of Default, Silver Bullion, acting on behalf of the Lender or Sweeper Fund Provider, shall exercise the rights and remedies of the secured party and sell the Collateral in the quantities/amounts required to recover the amount accruing from the defaulted Loan. Any excess proceeds realized from the sale shall be credited to the Borrower's Peer-to-Peer Fund Balance.

To the extent permitted by applicable laws, each Borrower waives all claims, damages, and demands against us, Silver Bullion, the Lender, or the Sweeper Fund Provider arising out of the repossession, retention, sale, or disposition of the Collateral under these terms.

### 10.3. Manner of Collateral Liquidation

Collateral Liquidation be made in the following manner:

- a) for bullion, electric vehicle metals, and S.T.A.R. Gram products, the Collateral will be sold back to Silver Bullion at the prevailing buyback prices published on its Website at the time of sale.
- b) for other asset types such as luxury watches or jewellery, the Collateral will be sold back to an Approved Purchaser at the latest Collateral Value assigned to the Collateral.

## 11. FEES AND CHARGES

11.1. We will charge fees in respect of the services provided to you under these terms in the manner and rate specified in the Schedule of Charges (as amended from time to time). Fees charged under these terms shall include (without limitation) the following:

- a) Loan Admin Fee charged to Borrowers and Lenders for each Loan;
- b) Agent Processing Fee charged to Borrowers using an Agent Platform and to be paid to the Agent Platform Provider;
- c) Loan Advance Fee charged for using the Loan Advance facility and to be paid to the Sweeper Fund Provider; and
- d) Late Payment Penalty charged when payments are not received in full on the relevant payment Due Date. Such fee will be paid to the Sweeper Fund Provider.



## 12. GENERAL PROVISIONS

### 12.1. Costs, Taxes and Expenses

Each Borrower agrees to continually pay the storage fee accruing for the Parcel(s) and/or S.T.A.R. Gram holdings used as Collateral in accordance with the Terms of Service.

Each Lender agrees to be solely responsible for any past, present, and future taxes on the interest income earned from a Loan entered under these terms.

### 12.2. Survival, Successors, and Assigns

All warranties, representations, and covenants made by any Borrower or Lender herein shall be considered to have been relied upon by us and shall survive the closing of the Loan. These terms shall inure to the benefit of and be binding upon the heirs, successors, and assigns of each of the parties.

### 12.3. Transferability

Save as provided for in these terms, rights, undertakings, agreements, duties, liabilities, and/or obligations arising from a Loan cannot be transferred to any party without the prior written consent of all parties involved, including Silver Bullion.

### 12.4. Integration

These terms, together with the Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

## 13. WHAT WE MEAN BY

The key terms that we use in this Secured Peer-to-Peer Loans Terms are in bold, including the following:

**"Approved Purchaser"** such purchaser that has been vetted and approved by us for its professionalism and qualifications to execute its tasks in a legal, timely and competent manner. Approved Purchaser may also act as a purchaser of last resort in a Liquidation Event.

**"Business Day"** means a day other than a Sunday or a public holiday in Singapore.

**"Borrower"** refers to a Silver Bullion Account that is eligible to participate in Platform and is borrowing or has borrowed in the Platform.

**"Borrowing Request"** refers to the request by a Borrower in the Platform, to borrow using precious metals or other assets under Silver Bullion's custody as Collateral.

**"Collateral"** means the Parcels and/or S.T.A.R. Gram holdings used as security against a Loan.

**"Collateral Coverage"** refers to the ratio of the Collateral Value over the amount of money borrowed (e.g., the Collateral Coverage of a \$100,000 Loan with \$200,000 of collateral is 200%).

**"Collateral Value"** means the assigned value of the Collateral, as determined by our approved subcontractors or us under these terms.

**"Due Date"** means the day on or before which something must be done to comply with the obligations under these terms. The due date is always indicated and means that payment must be received on or before the specified date. Any references in the Loan Documents to a given Due Date shall mean local Singapore time (UTC +8).

**"Event of Default"** refers to circumstances where a Borrower is in breach of the loan conditions or is in default of his obligations and has failed to remedy the default in accordance with these terms.

**"Interest Rate"** means the simple interest rate (calculated on a non-compounded per annum basis) of the Loan expressed in percentage terms.

**"Interim Interest"** means the interest on the first year of a two (2) year Loan that is due after one (1) year of the Loan Start Date.

**"Late Payment"** refers to the receipt of funds in the designated P2P Client Bank Account on a date later than the Due Date.

**"Late Payment Penalties"** refers to the fees/charges levied to the Borrower under these terms for Late Payments.

**"Lender"** refers to a Silver Bullion Account that is eligible to participate in the Platform and is lending or has lent in the Platform.

**"Lending Offer"** refers to the offer of a Lender in the Platform, to lend money to a Borrower.

**"Linked Bank Account"** has the meaning set out in the Account Terms.

**"Liquidation Event"** means any event that entitles us, on behalf of the Lender, to conduct a liquidation of the Collaterals under these terms.

**"Liquidation Threshold"** means the minimum Collateral Coverage which, when met or passed below, will trigger a liquidation of the Collaterals.

**"Loan"** means such sums of money that have been lent by the Lender or Sweeper Fund Provider to the Borrower under the Secured Peer-to-Peer Loan.

**"Loan Admin Fee"** refers to the fee charged by Silver Bullion to Borrowers and Lenders for the provision of its services under these terms.

**"Loan Contract"** means the agreement between the Borrower and the Lender or the Sweeper Fund Provider to borrow or lend money under the loan conditions and these terms.

**"Loan Documents"** means the documents and schedules detailing the loan agreement between the Borrower and the Lender and their respective obligation. This includes the Loan Contract and these terms.

**"Loan Start Date"** refers to the date the Loan Contract starts, and the Loan is disbursed to the Borrower's Peer-to-Peer Fund Balance and deducted from the Lender's Peer-to-Peer Fund Balance.

**"LTV"** means the loanable amount as a percentage of the Collateral Value.

**"Parcel"** has the meaning set out in the Sale, Buyback, and Storage Terms.

**"Peer-to-Peer Fund Balance"** refers to your funds that are segregated and for use exclusively within the Platform.

**"Platform"** refers to the computer and/or internet-based service provided by us through our Website, which allows users, Lenders, and Borrowers to stay informed and transact with us. This includes all secure areas of the Website in addition to any technology made available to you.

**"P2P Client Bank Account"** is a segregated bank account that holds the funds of the users of the Platform.

**"Qualified Subcontractor"** an individual or a business contracted to perform part or all of our obligations that has been approved by us for its professionalism and qualifications to execute its tasks in a legal, timely and competent manner.

**"Schedule of Charges"** refers to the page on our Website that lists the standard fees and charges for our Services.

**"Secured Peer-to-Peer Loan"** refers to the service provided by Silver Bullion to allow S.T.A.R. Storage Account holders to borrow and lend using precious metals or other assets stored with Silver Bullion as collateral.

**"Security"** means any charge (whether fixed or floating, legal, or equitable), pledge, lien, assignment, by way of security or other security interest securing any obligation of any person or any other arrangement having a similar effect.

**"S.T.A.R. Grams"** has the meaning set out in the S.T.A.R. Gram Terms.

**"S.T.A.R. Storage Account"** has the meaning set out in the Account Terms.



## Appendix A - Supplementary Terms When Borrowing Through Agent Platform

### 1. ELIGIBILITY

#### 1.1. Account Application Requirements

To participate in the Platform through an Agent Platform, you agree that you will be required to have a S.T.A.R. Storage Account and you will be subject to the same account opening requirements as specified in the Account Terms. You expressly consent and instruct the Agent Platform Provider to facilitate your S.T.A.R. Storage Account application on your behalf and to communicate and/or share to us, personal and/or corporate information (on shareholders and beneficial owners, directors) or documents to facilitate the creation of your S.T.A.R. Storage Account. These personal information and documents will include, your full name, your residential address, your Linked Bank Account, your contact information, and all other information and/or documents we may deem necessary to open and approve your S.T.A.R. Storage Account. We reserve the right to reject your application for whatever reason and without prior notice.

#### 1.2. Agreement to be Bound

By applying for a S.T.A.R. Storage Account through an Agent Platform Provider or by posting a Borrowing Request through an Agent Platform, you will be bound by all the terms and provisions set forth in the Loan Contract and the Silver Bullion Terms of Service.

### 2. BORROWING THROUGH AGENT PLATFORMS

2.1. You may borrow under the Platform by accepting a Lending Offer on a lending offer displayed on the Agent Platform based on your preferred terms, including amount, currency, and interest rate, subject always to the Secured Peer-to-Peer Loan Terms and the Loan Contract.

#### 2.2. Authentication and Acceptance of Collateral

To participate as a Borrower in the Platform, the item (e.g., luxury watches or jewellery) you wish to pledge as collateral must be submitted to the Agent Platform Provider for authentication, valuation, and acceptance as collateral. We reserve the right, at our sole discretion, to reject an item (e.g., luxury watches or jewellery) to be used as collateral.

#### 2.3. Collateral Custody

As a condition of your participation as a Borrower in the Platform, you agree that the item (e.g., luxury watches or jewellery), will be retained in the exclusive possession and custody of Silver Bullion during the duration of the Loan for purposes of perfecting the security interest of the Lender. Silver Bullion's custody of such Collateral is subject to **Clause 4** of the Sale, Buyback, and Storage Terms, these terms and the Loan Contract.

### 3. INSTRUCTIONS THROUGH AGENT PLATFORMS

#### 3.1. Validity and Legally Binding Nature of Instructions

You expressly acknowledge and agree that any instructions or directives issued by you through Agent Platforms and/or the Agent Platforms' website shall constitute valid and legally

binding instructions from you to us. These instructions include but are not limited to, the initiation of a Loan Contract, the acceptance of a Lending Offer, the execution of a Loan rollover, and the withdrawal of funds from your Peer-to-Peer Fund Balance.

### 3.2. Authority of the Agent Platform Provider

You acknowledge and authorize the Agent Platform Provider, acting as your duly appointed agent, to facilitate and transmit these instructions to us on your behalf. Such instructions may pertain to, inter alia, the terms and conditions of loan agreements, disbursement and repayment schedules, interest rates, and any amendments or adjustments thereof.

### 3.3. Reliance on Electronic Records

You understand and accept that we may rely on electronic records and communications originating from the Agent Platform as conclusive evidence of your intentions and instructions. You agree that such electronic records shall be admissible in any legal or regulatory proceedings and carry the same weight and validity as instructions made directly by you to us or through our Website.

### 3.4. Verification of Instructions

We reserve the right, at our sole discretion, to verify and authenticate instructions received through the Agent Platform before taking any actions based on such instructions. This verification process may include but is not limited to identity verification, confirmation of account details, and compliance with applicable laws and regulations.

### 3.5. Discretionary Refusal of Instructions

We retain the discretion to refuse to execute any instructions received through the Agent Platform if, in our reasonable judgment, such instructions violate the terms of the Loan Contract, the Silver Bullion Terms of Service, or any applicable laws and regulations. In such instances, we shall promptly notify you of the refusal, providing reasons for the same to the extent legally required.

### 3.6. Indemnification

You shall indemnify and hold harmless Silver Bullion and the Agent Platform Provider, their officers, directors, employees, and agents from any claims, liabilities, losses, or damages arising out of or relating to any instructions issued by you through the Agent Platform, including but not limited to any disputes arising from the execution or non-execution of said instructions.

## 4. ACCOUNT INFORMATION AND NOTICES

### 4.1. Account and Transaction Information

When participating as a Borrower through an Agent Platform, we may share specific customer information and balances to facilitate the provision of our services and the services of the Agent Platform Provider and shall include, but is not limited to, details regarding the maturity dates of Loan Contracts and Peer-to-Peer Fund Balances.

The Agent Platform Provider shall utilize the shared information solely for the purpose of facilitating the provision of Secured Peer-to-Peer Loans and associated services.

### 4.2. Notices

Notices, communications, and other relevant correspondences that are required or authorized

to be provided to you may be transmitted by the Agent Platform Provider on behalf of Silver Bullion. Such notices shall be considered duly received when dispatched by the Agent Platform Provider, and their content shall be binding upon you as if directly received from Silver Bullion.

## **5. AGENT PROCESSING FEE**

- 5.1. When participating as a Borrower through an Agent Platform, you will be separately charged with an Agent Processing Fee to cover the following services provided to you under these terms: a) collateral authentication, collateral valuation, storage and insurance protection of the collateral, and the provision of the borrower's platform.
- 5.2. By participating as a Borrower through an Agent Platform, you authorize Silver Bullion to deduct the Agent Processing Fee from the proceeds of your Loan and to remit the same to the Agent Platform Provider.

