

TERMS OF SERVICE

WE ARE IN THE PROCESS OF CLOSING DOWN OUR OPERATIONS, AND WE INTEND FOR CACHE TO BE WOUND UP IN DUE COURSE. WE WILL BE INSTITUTING A COMPULSORY REDEMPTION PROCESS IN CONNECTION WITH ALL REMAINING CGT TOKENS IN CIRCULATION. THE COMPULSORY REDEMPTION OF CGT TOKENS WILL ENTAIL (1) CGT TOKENS CEASING TO BE BACKED BY GOLD AND NO LONGER BEING RECOGNIZED, HONORED, OR REDEEMABLE BY CACHE, AND (2) AIRDROPPING INTO THE DIGITAL TOKEN WALLETS OF HOLDERS OF CGT TOKENS, SUBJECT TO ELIGIBILITY, AN EQUIVALENT VALUE OF PAXGOLD (PAXG) TOKENS. PLEASE READ CLAUSE 5A CAREFULLY FOR MORE INFORMATION RELATING TO THE COMPULSORY REDEMPTION PROCESS THAT WILL BE INSTITUTED. SHOULD YOU CONTINUE TO HOLD CGT TOKENS, YOU SHALL BE DEEMED TO HAVE ACCEPTED THE TERMS OF THE COMPULSORY ACQUISITION AS SET OUT IN CLAUSE 5A.

The CACHE Terms and Conditions (hereinafter “Terms” or “Agreement”) govern your access and/or use of CGT, CACHE Website, CACHE Marketplace, CACHE Explorer, or any other CACHE products, services, features, technologies or functionalities provided by us (collectively, the “Services”).

You must agree to all of the terms of this Agreement. If you do not agree to or accept all of the terms of this Agreement, please immediately discontinue access to, and use of, all CACHE products and/or services including CGT. This Agreement applies to all users of CGT, whether as a Token Holder or a Verified User.

If you are under the age of eighteen (18) and the legal age for entering legally binding contracts under applicable laws, you are not permitted to use any CACHE products and/or services including CGT. By continuing to access or use any of the CACHE products and/or services including CGT, you indicate that you are 18 years of age or older or have the legal capacity to enter legally binding contracts under applicable laws. Misrepresentation of your age to gain access to any of the CACHE products and/or services including CGT is a breach of this Agreement. As used in this Agreement, “we,” “us,” “our,” and “Cache” means Cache Private Limited, and “you,” “your,” “Verified User,” and “Token Holder” means someone who accesses the CACHE Website and/or uses the Services, in any way. Words importing the singular shall, where the context permits or requires, include the plural and vice versa. Words importing gender or the neuter shall include both genders and the neuter. Words importing persons shall, where the context permits or requires, include natural persons, any public bodies and anybody of persons, corporate or unincorporated.

1. THE TOKEN

1.1. CACHE Gold Token (CGT)

1.1.1. CGT is an ERC-20 token on the Ethereum blockchain, representing the beneficial ownership of one (1) pure gram of Allocated Gold stored in an Approved Vault. A Token Holder therefore holds the economic

value of the gold a CGT represents. Additional information regarding the CGT token is available at <https://cache.gold/whitepaper>.

1.1.2. CGT may be exchanged for Gold under these Terms, but is not a legal tender issued by any central bank, or a monetary instrument and should not be construed as such. CGT is also not a security token, a digital payment token, derivative, commodity, a share or security, an interest in a managed investment scheme, or any kind of financial instrument or product under applicable laws. CGT is not covered by any national deposit insurance scheme.

1.1.3. CGT tokens have 8 decimal points of precision, 0.00000001 is the smallest possible unit of CGT.

1.1.4. As an ERC-20 token on the Ethereum blockchain, CGT may be compatible with existing third-party wallets and/or software that supports ERC-20 tokens.

1.1.5. CGT uses the GramChain® asset tracking system to provide a reliable Proof of Reserve (PoR) which guarantees 100% gold backing and facilitates physical redemption on demand. You will be able to view the Gold represented by your CGT tokens, including event history, on the CACHE Website.

1.1.6. CGT may not to be sold, purchased, offered for sale, or traded in any jurisdiction where they are prohibited by applicable laws or require further registration with any applicable governmental authorities.

1.2. Token Holder

1.2.1. You become a CGT Token Holder by controlling the private key of an address holding CGT.

1.2.2. You may acquire, transfer or sell CGT using the Ethereum blockchain at your own risk. You are responsible for any expenses for such sale or transfer, including gas cost, transfer fees, or storage fees accrued at the time of the sale or transfer.

1.2.3. A Token Holder shall not have any other rights in relation to CACHE other than the economic value of 1 gram of Gold per CGT. CGT does not represent or confer any ownership right or governance right or stake, share or security or equivalent right, or any right to receive any dividend, share in revenue or any form of voting right or participation right in CACHE.

2. CACHE MARKETPLACE

2.1. Account Registration

2.1.1. In order to use the Services and gain access to the CACHE Marketplace, you must register for a CACHE Marketplace Account. When you register for a CACHE Marketplace Account, we will ask you for contact information such as your name, corporate information (on shareholders and beneficial owners, directors), email address, phone number, and residential address.

2.1.2. To complete your account verification, we will require additional information and documents from you, to help us verify your identity and assess your business risk, such as your date of birth or incorporation, incorporation and constitutional documents, government-issued identification, and proof of address. In certain circumstances, we may ask for source of funds or source of wealth. We have the right to reject your account registration or to later close your CACHE Marketplace Account, if you do not provide us with accurate, complete, or satisfactory information, or if you are deemed a business or compliance risk.

2.2. Access to the CACHE Marketplace

2.2.1. CACHE Marketplace is an online platform within which, a Verified User may use CGT Tokenization and redemption services.

2.2.2. Verified Users are granted a non-exclusive, non-transferable, revocable license to access the CACHE Marketplace (including the utilization of any hardware, software, GramChain® Explorer, APIs, systems, services and/or communications links furnished by CACHE at any time as part of the CACHE Marketplace) subject to these Terms.

2.2.3. For the avoidance of doubt, CACHE Marketplace and your CACHE Marketplace Account are neither a digital token wallet nor an ERC-20 wallet and should not be construed as such. CACHE and your CACHE Marketplace Account will never require or store your Ethereum private key(s).

2.2.4. However, as noted at the forefront of this Agreement, we will be closing down our operations and the CACHE Marketplace will be discontinued in due course.

2.2.5. You acknowledge that, to the maximum extent permitted by law, we shall not be liable under any circumstances whatsoever, under any legal theory whatsoever, for any damages whatsoever for any direct, indirect, incidental, consequential or other loss or damage suffered by you howsoever, through the use and/or implementation of CACHE Marketplace and/or the adaptation, implementation or otherwise of CACHE Marketplace and any associated documentation. Loss or damage shall herein include but not be limited to damage to your good-will and/or other intangible losses, revenue or profits, legal claims, actions or judgements, delay or any loss or damage connected with the aforementioned.

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5. REDEMPTION

5.1. You may, at any time, subject to clause 5A, redeem your CGT tokens in exchange for Gold through your CACHE Marketplace Account, subject to applicable minimum redemption amounts, processing fees and these Terms.

5.2. You will be given an option to choose any of the following to redeem your CGT:

- a) A Collection Request to collect the Redeemed Gold from an Approved Vault at the confirmed date;
- b) A Shipping Request for an insured shipping/delivery of the Redeemed Gold, to your Linked Residential Address via a Shipping Provider; or
- c) A Sell Request to sell the Redeemed Gold in exchange for fiat to a Participating Gold Dealer within the CACHE Marketplace.

5.3. You must ensure that the full Redemption CGT Amount is sent to the Redemption Address and that the transaction is received within 10 minutes of submitting your Redemption Order to realize your locked-in price. CGT payments that are received after 10 minutes or are less than the Redemption CGT Amount will be considered as invalid payment, and will be subject to our refund policy.

5.4. You must further ensure that you are only sending the Redemption CGT Amount from your Linked Ethereum Address. CGT received from a different address will be considered as invalid payment, and will be subject to our refund policy.

5.5. Collection from an Approved Vault

5.5.1. Collection of the Redeemed Gold under this clause 5.5, must be made by you in person, at the confirmed date. You agree that the Approved Vault may, at its sole discretion, refuse to process to process your Collection Order, postpone it at a later date and/or time, or impose penalties, should you fail to collect at the confirmed date.

5.5.2. You agree that the Approved Vault will only release the Redeemed Gold to the person indicated in the Collection Order. You must present a valid passport or a government issued identity card to verify your identity at the time of collection.

5.5.3. In some jurisdictions, gold might be taxable (e.g. VAT, GST) and a release from a tax-free vault might require the collection of such taxes and fees by the Approved Vault before the Redeemed Gold is released to the you. You agree to pay such taxes, duties and/or fees, if any.

5.6. Insured Shipping/Delivery

5.6.1. A Shipping Request initiated by you under 5.2 (b), shall be an instruction to us to engage the Shipping Provider on your behalf, for the shipment/delivery of the Redeemed Gold, to the Linked Residential Address indicated in the Shipping Order.

5.6.2. The Shipping Provider shall insure the Redeemed Gold during shipment/delivery to cover its value, in the event the package is lost, stolen or damaged while in transit. You understand, acknowledge and agree that the services provided by the Shipping Provider to you under this clause 6.6, shall be further subject to a Shipping Provider's terms, conditions, and limitations.

5.6.3. In some jurisdictions, importation of gold or its release from a tax-free vault might be taxable (e.g. VAT, GST) or incur processing or release fees by customs authorities. In any such case, you agree to pay such taxes, duties and fees, if any, before the delivery of the Redeemed Gold.

5.6.4. You may not cancel a confirmed Shipping Order executed using your CACHE Marketplace Account. However, the Shipping Provider may refuse or cancel any confirmed Shipping Order to refuse a shipment if that shipment is likely to cause delay or damage to other shipments, equipment or personnel or if the shipment is prohibited by law, or if the shipment would violate any of their and/or their carriers' policies and procedures.

5.6.5. Should a Shipping Provider refuse or cancel your Shipping Order under 5.6.4, we may provide you with an alternative Shipping Provider(s) that may accept your Shipping Order. Such offer(s), will be communicated by us to you as email or through your CACHE Marketplace Account.

5.7. Selling to Participating Gold Dealer

5.7.1. If you proceed to make a Sell Request under 5.2 (c), you acknowledge and accept that the sale of the Redeemed Gold, is a sale entered into by you and the Participating Gold Dealer.

5.7.2. The total locked in selling price expressed in the relevant fiat currency (the "Transaction Value") shall be the amount paid by the Participating Gold Dealer to you after deduction of any applicable bank charges.

5.7.3. Depending on the amount, payments for Sell Order shall be made within 2-5 business days, subject to any client onboarding procedures of the Participating Gold Dealer for the Sell Order. The issuance of payments shall and will only be made to your Linked Bank Account.

5.7.4. You may not cancel a confirmed Sell Order executed using your CACHE Marketplace Account. However, the Participating Gold Dealer may refuse or cancel any confirmed Sell Order of any kind without prior notice in the event that:

- a) Participating Gold Dealer is unable to onboard you as their client in accordance with their own Client Acceptance Policy;
- b) Participating Gold Dealer is unable to accept a gold delivery at the Approved Vault where the Redeemed Gold is located;
- c) the price is incorrect, for whatever reasons, including but not limited to computer-related or technical problems or otherwise, pricing error, incorrect item descriptions; and/or
- d) the Sell Order is deemed questionable, suspicious or of significant risk. Any such decision made by us is final and we are not obliged to disclose the grounds of our decisions.

5.7.5. Should a Participating Gold Dealer refuse or cancel your Sell Order under 5.7.4 (a) or 5.7.4 (b), we may provide you with an alternative Participating Gold Dealer(s) that may accept your Sell Order at the same locked-in price. Such offer(s), will be communicated by us to you as email or through your CACHE Marketplace Account.

5A. COMPULSORY REDEMPTION

5A.1. We will be implementing a compulsory redemption of your CGT tokens in accordance with this clause 5A at such time to be determined at our absolute discretion.

5A.2. We will initiate the compulsory redemption process of your CGT tokens by providing you at least three (3) months' notice (the "**Compulsory Redemption Notice**") of such compulsory redemption. The Compulsory Redemption Notice shall be issued by way of public notification through the CACHE Website, the CACHE Marketplace (upon login), and via email to Verified Users with registered email addresses. In addition, CACHE will use reasonable efforts to publish the Compulsory Redemption Notice through public blockchain channels, including but not limited to the CGT token page on Etherscan, and CACHE's official social media channels to reach Token Holders who do not have a CACHE Marketplace Account. Verified Users agree that it is their sole responsibility to monitor the CACHE Website and their registered email address for such notice. All other Token Holders acknowledge that CGT is a public bearer token and agree that publication through the above-mentioned public channels shall constitute valid and sufficient notice of the compulsory redemption process. The Compulsory Redemption Notice shall state the intended date on which the compulsory redemption of your CGT tokens will take place (the "**Compulsory Redemption Date**").

5A.3. Upon commencement of the compulsory redemption process of your CGT Tokens (i.e., from the publication of the Compulsory Redemption Notice), you shall be entitled to initiate the redemption of your CGT tokens in accordance with clause 5 no later than three (3) Business Days prior to the Compulsory Redemption Date, and redeem your CGT tokens in accordance therewith.

5A.4. On the Compulsory Redemption Date, (A) your CGT tokens will cease to be backed by gold and will no longer be recognized, honored, or redeemable by CACHE (despite the CGT tokens continuing to exist on the Ethereum blockchain), and therefore shall have no further utility, value, or backing, and (B) subject to your eligibility as set out in clause 5A.5 below, we will airdrop into the Ethereum Wallet which holds/held your CGT tokens as at the Snapshot Time such number of PAXG tokens (the “**Compulsory Redemption Tokens**”) equivalent to the number of CGT tokens in such Ethereum Wallet divided by 31.1034768, rounded down to the nearest 0.00000001 PAXG (8 decimal places). The computation determining the number of PAXG tokens to be airdropped is derived from the fine gold weight each type of token represents, whereby each CGT Token represents one (1) gram of fine gold while each PAXG token represents one (1) troy ounce of fine gold (based on a fixed gold-weight conversion ratio of **1 troy ounce to 31.1034768 grams**). No fiat or market price valuation will apply. This conversion formula shall apply equally to all Token Holders as of the Compulsory Redemption Date.

5A.5 You shall only be eligible to be airdropped PAXG tokens in accordance with clause 5A.4 if your CGT Tokens are held in an Ethereum Wallet as at the Snapshot Time (not after). Tokens Holders who are not eligible to be airdropped PAXG tokens on the Compulsory Redemption Date in accordance with clauses 5A.4 and 5A.5 agree to waive any right to further redemption, refund, or legal claim against CACHE following the Compulsory Redemption Date. For the avoidance of doubt, this waiver shall apply to all Token Holders, including those who do not have a CACHE Marketplace Account.

5A.6. You agree that upon the compulsory redemption of your CGT tokens on the Compulsory Redemption Date in accordance with clause 5A.4 (including where you are not airdropped PAXG token due to your ineligibility per clause 5A.5), all rights in connection with the CGT tokens held by you shall be extinguished. Where eligible, in accordance with clause 5A.5, you further agree that the Compulsory Redemption Tokens airdropped into your digital token wallet shall be in full and final settlement of your CGT tokens compulsorily redeemed.

5A.7 By continuing to hold CGT tokens, Token Holders (including Tokens Holders who are not eligible to be airdropped PAXG tokens on the Compulsory Redemption Date in accordance with clauses 5A.4 and 5A.5) expressly agree to this compulsory redemption mechanism as set out in this clause 5A and waive any right to further redemption, refund, or legal claim against CACHE following the Compulsory Redemption Date. For the avoidance of doubt, this waiver shall apply to all Token Holders, including those who do not have a CACHE Marketplace Account.

6. FEES

6.1. Transfer Fees

6.1.1. A transfer fee of up to 0.10% of the CGT token transferred is collected for any CGT transfer from one address to another on the Ethereum blockchain. This transfer fee is collected automatically when a CGT transfer is initiated by a Token Holder.

6.1.2. The transfer fees are an obligation of all Token Holders, regardless of whether such Token Holder is a Verified User of CACHE Marketplace. By acquiring CGT tokens, Token Holder agrees to assign the obligation to pay such fees to subsequent Token Holders of such CGT tokens. Likewise, by receiving transfers of CGT tokens, Token Holders agree to accept the assignment of such obligation.

6.2. Storage Fee

6.2.1. To cover the insured and audited storage of the CGT Gold Reserves with Approved Vault(s), a 0.25% per annum storage fee shall be collected every time a transaction is initiated on the Ethereum Address holding the CGT tokens.

6.2.2. These storage fees are an obligation of all Token Holders, regardless of whether such Token Holder is a Verified User of CACHE Marketplace. By acquiring CGT tokens, Token Holder agrees to assign the obligation to pay such fees to subsequent Token Holders of such CGT tokens. Likewise, by receiving transfers of CGT tokens, Token Holders agree to accept the assignment of such obligation.

6.3. Inactivity Fee

6.3.1. An inactivity fee shall be collected in lieu of the storage fee in 6.2, for all dormant Ethereum Addresses holding CGT tokens. An Ethereum Addresses holding CGT tokens is considered dormant if no CGT transactions are initiated from such an address for 3 years.

6.3.2. The inactivity fee shall be calculated at 0.50% per annum based on the CGT balance as of the date of inactivity.

6.3.3. Inactive Ethereum Addresses become active Ethereum Addresses upon transferring any number of CGT tokens to a different Ethereum Addresses, or by initiating a pay storage fee transaction.

6.3.4. The full methodology of storage fee and inactivity fee calculation is available at <https://cache.gold/storage-fee-methodology>.

6.4. Other Fee(s)

6.4.1. Certain services within the CACHE Marketplace may have additional fees charged during the redemption process. Such fees or estimates of such fees will be available within the CACHE Marketplace.

7. REPRESENTATION AND WARRANTIES OF CACHE

7.1. CACHE represents and warrants to you, as follows:

- a) CACHE is private limited company duly registered under the laws of the Republic of Singapore having the Singapore Unique Entity Number (UEN) 201827110K;
- b) CACHE is a registered Singapore PSPM Dealer with Registration No. PS20190001508, and is qualified to buy, sell, store, and issue precious metals or precious metals backed tokens like CGT; and
- c) CACHE has the capacity and authority to execute this Agreement, to perform the Services under this Agreement and that this Agreement shall constitute a valid and legal obligation binding and enforceable against the CACHE in accordance with its terms, except where the enforceability is limited by the applicable law.

8. REPRESENTATION AND WARRANTIES OF TOKEN HOLDER

8.1. By acquiring CGT and/or using the CACHE Website or CACHE Marketplace, you represent and warrant that:

- a) you have read and understood these Terms;
- b) you are not acting in breach of any laws or regulations that are applicable to you nor any company, trust or partnership upon whose instructions you are acting;
- c) you have sufficient understanding of and experience with cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and to understand the risk and implications of acquiring CGT;
- d) you have obtained sufficient information about CGT to make an informed decision to purchase, sell, transfer, receive or hold CGT;
- e) that you are not a resident of, domiciled in, physically present, located in or registered under the laws of any jurisdiction that is the subject of sanctions, or any jurisdiction that has banned, prohibited restricted or unauthorized in any form the transfer of or transactions in asset-backed token under its laws;

f) you are in compliance with all anti-money laundering and anti-terrorism financing requirements, and that you have not engaged in any criminal activity (including tax crimes) or in any terrorism financing activity. Any and all funds, including cryptocurrency, used to purchase or acquire CGT are not derived from or related to any unlawful activities including money laundering and terrorist financing and you hereby agree that you will not use CGT to finance, engage in, or support any unlawful activities as defined by any government authority that you may be subject to;

g) you understand and acknowledge that you and not CACHE, is the custodian of your CGT tokens by virtue of your control of the private key(s);

h) you understand and acknowledge that any CGT in a given address are controlled by a private key. If your private key is compromised or lost, your CGT in that address may be stolen or lost and otherwise unrecoverable. CACHE has no way to recover CGT that are claimed to be lost or stolen.

i) you are solely responsible for maintaining the security of your private key(s) and CACHE bears no liability for lost, stolen, or compromised private key(s); and

j) your obligations under these Terms of Service are legal, valid, binding and enforceable; and

k) YOU UNDERSTAND THAT CACHE IS CLOSING DOWN ITS OPERATIONS AND WILL BE INSTITUTING A COMPULSORY REDEMPTION PROCESS WITH RESPECT TO CGT TOKENS REMAINING IN CIRCULATION (INCLUDING ANY CGT TOKENS HELD BY YOU), AND THAT YOUR CGT TOKENS WILL BE SUBJECT TO COMPULSORY REDEMPTION IN ACCORDANCE WITH CLAUSE 5A SHOULD YOU NOT REDEEM YOUR CGT TOKENS IN ACCORDANCE WITH CLAUSE 5 PRIOR TO THE DEADLINE STIPULATED IN CLAUSE 5A.

8.2. By being a Verified User, you further represent and warrant that:

a) you are over the age of 18 years, are of sound mind and have the capacity to enter into this Agreement;

b) you are not insolvent and/or bankrupt;

c) all personal information that you provide about yourself is accurate and true to the best of your knowledge;

d) your Linked Bank Account is valid, accurate, and is under your name;

e) your Linked Residential Address Account is valid, accurate, and is your residential address;

f) you have access to your Linked Ethereum Address and are in possession of its private key; and

g) you are the ultimate beneficial owner of your CACHE Marketplace Account.

8.3. Where you are not a natural person, you additionally represent and warrant that:

- a) you are duly incorporated and/or validly existing under the laws of the jurisdiction of incorporation/registration;
- b) you have the power to own your assets, including CGT, and carry on your business;
- c) you have the power and authority to execute, deliver, and perform your obligation under these Terms;
- d) your execution, delivery, and performance of your obligations herein, do not and will not contravene or conflict with your constitution, any agreement or instrument binding on your assets (including your CGT), or any law, regulation, or judicial or official order; and
- e) you have made the proper authorization to the relevant person(s) to operate your CACHE Marketplace Account and to enter into transactions on your behalf.

9. TERMS OF USE

9.1. CACHE Website and CACHE Marketplace are owned and operated by CACHE. The CACHE Explorer is owned and operated by CACHE through the license granted by Little Bit Pte Ltd. Access and use of these website(s) and/or system(s) are provided by us to you on condition that you accept these Terms of Use, and by accessing or using these website(s) and/or system(s), you agree to these Terms of Use. If you do not agree to accept and abide by these Terms of Use, you should not access or use this website(s) and/or system(s).

9.2. Acceptable Use

9.2.1. When accessing or using the Services, you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our Services. Without limiting the generality of the foregoing, you agree that you will not:

- a) Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- b) Use our Services to pay for, support or otherwise engage in any illegal gambling activities; fraud; money-laundering; or terrorist activities; or other illegal activities;
- c) Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;
- d) Use or attempt to use another user's account without authorization;

- e) Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access;
- f) Develop any third-party applications that interact with our Services without our prior written consent;
- g) Provide false, inaccurate, or misleading information; and
- h) Encourage or induce any third party to engage in any of the activities prohibited under this Agreement.

9.3. Account Security

9.3.1. Secure access to CACHE Marketplace is provided by logging-in with your username, password, and two-factor authentication (2-FA). These login credentials are unique to you.

9.3.2. You agree to exercise safe security practices when accessing and conducting electronic transactions. This includes signing out and closing any online electronic transaction services once all transactions have been completed regardless of your method of accessing the CACHE Marketplace.

9.3.3. You agree to keep your username, password, and 2-FA device or software (if applicable) secure at all times, and to not store them on a device or computer that would permit someone else to impersonate you. You are solely responsible for the safe guarding of these login credentials. If you suspect that your access to CACHE Marketplace has been compromised in any way, it is your responsibility to contact us immediately.

9.3.4. You confirm that you will not provide your username, password, or 2-FA security codes (if applicable) to any third parties. You shall be responsible for any actions performed on your CACHE Marketplace Account by the third-party.

9.3.5. You shall inform us if any information suggests unauthorized access to your records or to your CACHE Marketplace Account. In the event of any unauthorized access to your records or CACHE Marketplace Account, we are entitled to investigate and seek the assistance of the authorities in detecting crime and arresting offenders.

9.3.6. We may periodically contact you to validate our information. Failure to respond may result in your CACHE Marketplace Account being locked until we can verify your current contact information.

9.3.7. PLEASE NOTE THAT WE WILL NEVER ASK YOU, FOR ANY REASON, WHETHER BY EMAIL, REGULAR MAIL OR TELEPHONE, TO DISCLOSE YOUR ACCOUNT PASSWORD OR PRIVATE KEY(S). WE WILL NEVER SEND YOU EMBEDDED LINKS IN AN EMAIL REQUESTING THAT YOU SIGN ONTO THE CACHE WEBSITE OR CACHE MARKEPLACE BY CLICKING SUCH A LINK, OR TO PROVIDE YOUR PRIVATE KEY(S). IF YOU RECEIVE AN EMBEDDED LINK BY EMAIL CLAIMING TO BE FROM US, YOU SHOULD NOT OPEN IT OR CLICK ON THE LINK. THE EMAIL IS NOT FROM US AND IS LIKELY

FRAUDULENT. NEVER GIVE YOUR ACCOUNT PASSWORD AND PRIVATE KEY(S) TO ANYONE WHOM YOU DO NOT INTEND TO AUTHORIZE TO USE YOUR ACCOUNT.

9.4. Account Termination

9.4.1. You may close your CACHE Marketplace Account at any time.

9.4.2. We may terminate your CACHE Marketplace Account, at our discretion, upon notice to you via email or telephone. We may also suspend your CACHE Marketplace Account if we suspect that you have failed to comply with these Terms, pose an unacceptable fraud risk to us, or if you provide any false, incomplete, inaccurate or misleading information. We will not be liable to you for any losses that you incur in connection with our closure or suspension of your CACHE Marketplace Account.

9.5. Intellectual Property

9.5.1. You agree that any and all of the intellectual property rights of CACHE and all of its associated companies including, without limitation, the CACHE trademark, trade names, CACHE Marketplace name and logo, CACHE, CACHE Explorer and CACHE Gold Token (CGT) logo, emblem, website information, copyright and any other rights used by or embodied within the CACHE website and CACHE Marketplace Website and documents, are and will remain as CACHE's sole property. You may not copy, imitate or use them in any of your documents, website(s) or other advertising materials/literature, be it in printed or in electronic form, without the express written consent of CACHE.

9.5.2. You agree that any and all of the intellectual property rights related to GramChain®, GramChain® Explorer are the sole property of Little Bit Pte Ltd. You may not copy, imitate or use them in any of your document, website(s) or other advertising materials/literature, be it in printed or in electronic form, without the express written consent of Little Bit Pte Ltd.

9.5.3. You are granted a personal, limited, revocable and non-transferable license to use these intellectual property rights, without the right to sublicense. You shall not rent, lease, sublicense, distribute, transfer, copy, reproduce, download, display, modify or timeshare these intellectual property rights or any portion thereof, or use these intellectual property rights as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access or distribution. You shall not prepare any derivative work based on these intellectual property rights, nor shall you translate, reverse engineer, decompile or disassemble these intellectual property rights.

9.6. Confidentiality

9.6.1. Each Party undertakes to apply to all Confidential Information disclosed in accordance with the provisions of this Agreement the same degree of care with which it treats and protects its own proprietary

information against public disclosure and not to disclose any Confidential Information to any other party without the written consent of the other Party.

9.6.2. With respect to 9.6.1, each Party acknowledges that disclosure of Confidential Information may be required by an applicable law, regulation or court order and the other Party herein releases the receiving Party from any breach resultant of such compelled disclosure pursuant to these Terms.

9.6.3. With respect to 9.6.1, you acknowledge that we may disclose information regarding your CACHE Marketplace Account including but not limited to account history and account information to the following persons:

a) auditors, consultants and advisors contracted by us with respect to the management or operations of CACHE;

b) insurance provider; and

c) any court, tribunal or regulatory body with jurisdiction over us.

10. INDEMNIFICATION

10.1. You agree to indemnify CACHE, its affiliated and related entities, and any of its officers, directors, employees and agents from and against any claims, costs, losses, liabilities, damages, expenses and judgments of any and every kind (including, without limitation, costs, expenses, and reasonable attorneys' fees) arising out of, relating to, or incurred in connection with any claim, complaint, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms; (b) your wrongful or improper use of the Services; (c) the products or services sold by you through the Services, including but not limited to any claims for false advertising, product defects, personal injury, death or property damage; or (d) any other party's access or use of the Services with your account information.

11. NO WARRANTIES

11.1. WE PROVIDE THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE THE SERVICES WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT). WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICES (AND OUR WEBSITE): WILL OPERATE ERROR-FREE OR THAT DEFECTS OR ERRORS WILL BE CORRECTED; WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE, UNINTERRUPTED OR SECURE AT ANY PARTICULAR TIME OR LOCATION; ARE FREE FROM VIRUSES OR OTHER HARMFUL CONTENT. WE DO NOT ENDORSE, WARRANT, GUARANTEE

OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE OFFERED OR ADVERTISED BY A THIRD-PARTY THROUGH THE SERVICES OR THROUGH OUR WEBSITE, AND WE WILL NOT BE A PARTY TO NOR MONITOR ANY INTERACTIONS BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

11.2. AS AN ERC-20 TOKEN, CGT MAY BE COMPATIBLE WITH EXISTING THIRD-PARTY WALLETS, SOFTWARE OR TECHNOLOGY. CACHE DOES NOT GUARANTEE THE SECURITY AND/OR FUNCTIONALITY OF THESE THIRD-PARTY WALLETS, SOFTWARE OR TECHNOLOGY AND WILL NOT BE RESPONSIBLE FOR ANY LOSSES INCURRED DUE TO THE FAILURE OF THESE THIRD-PARTY WALLETS, SOFTWARE OR TECHNOLOGY.

12. LIMITATION OF LIABILITY

12.1. IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR ANY LOSS, THEFT, DISAPPEARANCE, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INTANGIBLE LOSSES THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT WE KNEW THAT SUCH DAMAGE MAY HAVE BEEN INCURRED. IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING, VIRUS TRANSMISSION OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES, YOUR CACHE MARKETPLACE ACCOUNT, OR ANY INFORMATION CONTAINED THEREIN. IN NO EVENT WILL OUR LIABILITY FOR ANY DAMAGES ARISING IN CONNECTION WITH THE SERVICES EXCEED THE FEES EARNED BY US IN CONNECTION WITH YOUR USE OF THE SERVICES DURING THE 6 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

12.2. FORCE MAJEURE

12.2.1. NEITHER YOU NOR WE WILL BE LIABLE FOR DELAYS IN PROCESSING OR OTHER NON-PERFORMANCE CAUSED BY SUCH EVENTS AS FIRES, TELECOMMUNICATIONS, UTILITY, OR POWER FAILURES, EQUIPMENT FAILURES, LABOR STRIFE, RIOTS, WAR, NATIONALIZATION, CONFISCATION, NONPERFORMANCE OF OUR VENDORS OR SUPPLIERS, ACTS OF GOD, OR OTHER CAUSES OVER WHICH THE RESPECTIVE PARTY HAS NO REASONABLE CONTROL; PROVIDED THAT THE PARTY HAS PROCEDURES REASONABLY SUITED TO AVOID THE EFFECTS OF SUCH ACTS.

13. BLOCKCHAIN DISRUPTION EVENT

13.1. CGT is an ERC-20 token based on the Ethereum blockchain and CACHE does not own or control the underlying software protocols or technology which governs the operation of the Ethereum blockchain.

13.2. The underlying protocol rules of the Ethereum blockchain where CGT is based, may change from time to time in such a way as to result in more than one version of Ethereum (referred to as “Fork”). If a Fork occurs, you acknowledge and agree that we shall have the right, at our sole discretion, to suspend any of the Services, evaluate all forks, and, to make a determination, based on a number of factors, to support CGT on one, and only one, of the Forks.

13.3. You understand that any failure, breakdown, or malfunction of the CGT smart contracts and/or Ethereum blockchain or any advances in cryptography or quantum computing could present risk to CGT and the CACHE Marketplace. If such a disruption event occurs, you acknowledge and agree that we shall have the right, at our sole discretion, to suspend any of the Services and initiate a one-to-one token swap of existing CGT tokens for new CGT tokens.

14. GENERAL PROVISIONS

14.1. Know-Your-Customer Framework

14.1.1. As a Singapore entity registered under the PSPM Act and also subject to the Corruption, Drug Trafficking and Other Serious Offences (Confiscation of Benefits) Act (“CDSA”) as well as the Terrorism (Suppression of Financing) Act (“TSFOA”), we take our obligations under the PSPM Act, CDSA and TSFOA seriously and we endeavor to align our operations with the purposes and provisions as promulgated by the PSPM Act, CDSA, TSFOA, its applicable rules and regulations.

14.1.2. We reserve the right, and you hereby grant us an absolute and irrevocable right to release any information collected by us in order to discharge ourselves of our obligations under the PSPM Act, CDSA and TSFOA to the relevant government authorities, regulatory bodies and/or other necessarily empowered organizations without notice provided the release of information is required to allow us to discharge of our obligations under the PSPM Act, CDSA and TSFOA.

14.1.3. We are entitled to request from you any additional information that is required to allow us to discharge of our obligations under the PSPM Act, CDSA and TSFOA.

14.2. Your Personal Data

14.2.1. Our practices shall remain compliant with all local laws and regulations on data protection and privacy in accordance with the Singapore PDPA. You consent to the collection of personal data by us for the sole purpose of facilitating the provision of services under these Terms.

14.2.2. By entering into a transaction with a Participating Gold Dealer or Shipping Provider under clause 4 or 5 of these Terms, you consent and expressly instruct us to communicate and/or share to the Participating Gold Dealer or Shipping Provider, as the case maybe, personal and/or corporate information (on shareholders and beneficial owners, directors) or documents to facilitate the provision and completion of such transaction. 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 necessary to onboard you as their client and/or provider you with the requested services.

14.2.3. Where we retained, collected and/or recorded information pursuant to these Terms, we reserve the right to charge an administrative fee for viewing any and all retained, collected or recorded information about you.

14.2.4. With respect to 14.2.3, only you will be permitted to access any information retained, collected and/or recorded by us unless otherwise required under these Terms or by applicable laws.

14.2.5. We undertake to take reasonable steps to ensure all retained, collected and recorded information about you are accurate and secure, and not release, disseminate or otherwise, to any other persons whosoever any information for personal gain unless necessary to for the provision of the Services or required by applicable laws.

14.3. Typographical or Pricing Errors

14.3.1. We work hard to provide accurate transaction pricing information to you. However, pricing or typographical errors may occur. In the event that a transaction entered by you in CACHE Marketplace has an incorrect pricing or with incorrect information due to an error in pricing or information, we shall have the right, at our sole discretion, to refuse or cancel such transaction entered by you in your CACHE Marketplace Account. We will either contact you for instructions or cancel your transaction and notify you of such cancellation.

14.4. Severability

14.4.1. If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

14.5. Entire Agreement

14.5.1. This Agreement comprises the entire agreement between the parties with respect to your access and/or use of CGT tokens, CACHE Website, CACHE Marketplace, the Services, and the materials contained therein. This Agreement, together with our Privacy Policy, supersedes and replaces all prior understandings or agreements, written or oral, regarding such subject matter.

14.6. Governing Law

14.6.1. This Agreement shall be construed in accordance with the laws of the Republic of Singapore.

14.7. Dispute Resolution

14.7.1. All disputes, controversies, or differences arising out of or in connection with this agreement shall first be submitted to the Singapore Mediation Centre for resolution by mediation in accordance with the Mediation Procedure for the time being in force. The parties agree to participate in the mediation in good faith and undertake to abide by the terms of any settlement reached.

14.8. Assignment

14.8.1. We may assign our rights or delegate our obligations under this Agreement to a third-party through written notice to you. You are not permitted to assign any of your rights or duties under this Agreement to any third-party without written authorization from us permitting such assignment.

14.9. Revisions; Continued Use

14.9.1. You agree that we may amend this Agreement at any time by providing notice. You are deemed to have accepted and agreed to the amendment unless you notify us of your disagreement within ten (10) Business Days of the date of said amendment notice. Each amendment notice shall be issued by way of notification through Cache Marketplace upon login or through email via your registered email address. You agree that it is your sole responsibility to monitor the release of any amendments by regularly accessing Cache Marketplace or its registered email address. If you object to the amendment, the amendment will not be binding, but your Cache Marketplace Account will be suspended and will be required to be closed as soon as is reasonably practicable. Any amendment to this Agreement will come into effect on the date specified by us which will, in most cases, be at least ten (10) Business Days after the notice of amendment has been issued. Any amended agreement will supersede any previous agreement between the Parties and shall govern any transaction entered into after or outstanding on, the date of the new agreement coming into effect.

14.9.2. If any of the Clauses of this Agreement are held to be invalid or unenforceable, said invalid or unenforceable Clause shall be read down and/or severed to the extent of its invalidity wherein the remainder of the Agreement shall continue to bind the Parties.

14.10. Suspension of Services

14.10.1. Notwithstanding anything to the contrary, we may refuse to tokenize a deposit request, redeem CGT, or perform any of the Services from a Verified User in the event of any circumstances in violation of these Terms, including, without limitation, where we believe that the issuance or redemption of CGT would be contrary to applicable law or would otherwise expose us to legal liability. Absent a reasonable justification not

to tokenize or redeem a CGT, and provided that you are a Verified User of CACHE, your CGT token(s) are freely convertible, subject to the conversion requirements described herein.

14.10.2. In the event of any Force Majeure Event (as defined in Clause 12.2), breach of this agreement, or any other event that would make provision of our Services commercially unreasonable for us, we may, in our discretion and without liability to you, with or without prior notice, suspend your access to all or a portion of our Services. We may terminate your access to the Services, in our sole discretion, immediately and without prior notice, and delete or deactivate your CACHE Marketplace Account and all related information and files in such account without liability to you, including, for instance, in the event that you breach any terms of this Agreement.

14.11. No Partnership or Joint Venture

14.11.1. Nothing in this Agreement is intended, or shall be deemed, to establish a joint venture or partnership and acquiring CGT does not create any form of partnership, joint venture or similar or other similar relationship between you and CACHE.

14.12. Third-party Rights

14.12.1. Nothing in these Terms is intended to confer upon any third-party any right to enforce any provision herein under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore and the parties hereto do not intend any term (whether it purports to confer a benefit on a third-party or not) of these Terms to be enforceable by any third-party.

14.13. Further Assurances

14.13.1. You shall, at your own expense, promptly execute and deliver all such documents, and do all such things, as we may reasonably require for the purpose of giving full effect to the provisions of these Terms.

15. DEFINITIONS

“Allocated Gold” means the Gold stored at Approved Vaults that is viewable through the CACHE Explorer.

“Approved Vault” any authorized vault, authorized depository or other secure facility utilized by Cache for the fulfillment of its custodian, storage and logistics obligations and undertakings wherein Cache shall use each respective vault as a trading location on Cache Marketplace.

“Business Days” means any day by reference to the Singapore Local Time, except a Saturday, Sunday or a Singapore public holiday, or a day during which trading has been suspended by Cache, or a day which Cache declares not to be a Business Day.

“CACHE” means the company incorporated under the laws of the Republic of Singapore having the Singapore Unique Entity Number (UEN) 201827110K, PSPM Dealer Registration No. PS20190001508, and whose registered business address is at 6 Changi South Street 3, Singapore 486128.

“CACHE Website” the website <https://cache.gold> or <https://cachetoken.io>.

“CGT Gold Reserves” means all Allocated Gold that fully backs all CGT tokens issued by CACHE.

“Client Acceptance Policy” means the client onboarding policy specific to CACHE or the Participating Gold Dealer.

“Collection Order” a confirmed Collection Request that allows a Verified User to collect the Redeemed Gold from the Approved Vault.

“Collection Request” a request from Verified User to physically redeem Gold from an Approved Vault.

“Compulsory Redemption Date” has the meaning ascribed to the term in 5A.

“Compulsory Redemption Notice” has the meaning ascribed to the term in 5A.

“Compulsory Redemption Tokens” has the meaning ascribed to the term in 5A.

“Confidential Information” means all information and ideas of any kind supplied by one Party to the other Party resultant of the terms of this Agreement where such information and ideas are proprietary in nature and not common knowledge or publicly available.

“Ethereum Wallet” means a blockchain address on the Ethereum mainnet capable of holding ERC-20 tokens, including both externally owned accounts (EOAs) and smart contract addresses.

“Gold” shall mean any gold bullion bars and coins produced by refineries included and updated regularly on this list <https://cache.gold/physical-gold-standards>.

“Linked Bank Account” the bank account under the name of the Verified User and registered in his/her CACHE Marketplace Account.

“Linked Ethereum Address” the Ethereum Address owned and controlled by the Verified User and registered in his/her CACHE Marketplace Account.

“Linked Residential Address” the usual place of residence of the Verified User and where a Shipping Order is delivered.

“Participating Gold Dealer” a bullion liquidity provider registered within CACHE Marketplace that can buy a Redeemed Gold from a Verified User or sell Gold to a Verified User for Tokenization.

“PAXG” means Pax Gold token, an ERC-20 digital token issued by Paxos Trust Company, LLC, where each token represents one (1) troy ounce of fine gold held in custody in LBMA-accredited vaults in London. PAXG is deployed on the Ethereum mainnet at contract address 0x45804880De22913dAFE09f4980848ECE6EcbAf78.

“Personal Data Protection Act 2012 (‘PDPA’)” establishes a data protection law in Singapore that comprises various rules governing the collection, use, disclosure and care of personal data.

“Precious Stones and Precious Metals (Prevention of Money Laundering and Terrorism Financing) Act 2019 (‘PSPM’ Act)” includes the legislative rules, regulations, obligations and procedures as promulgated by the Anti-Money Laundering / Countering the Financing of Terrorism Division (ACD) of the Ministry of Law of the Republic of Singapore.

“Purchase Order” a binding contract between a Verified User and a Participating Gold Dealer for the Verified User to buy and the Participating Gold Dealer to sell, Gold at a stated price in Fiat, for eventual Tokenization.

“Redeemed Gold” shall mean the Gold redeemed by the Verified User in exchange for CGT.

“Redemption Address” the Ethereum Address to which the CGT payment of a Redemption Order is be sent to.

“Redemption CGT Amount” the total CGT to be sent to the Redemption Address to fully settle a Redemption Order.

“Redemption Order” a transaction by a Verified User to redeem Gold in exchange for CGT. A Redemption Order can then be a Collection Order, Shipping Order, or a Sell Order.

“Sell Order” a confirmed Sell Request from a Verified User to sell the Redeemed Gold to the Participating Gold Dealer at the Transaction Value.

“Sell Request” a request from Verified User to sell the Redeemed Gold to a Participating Gold Dealer.

“Shipping Provider” an entity registered within CACHE Marketplace that provides shipping/delivery services for a Shipping Order.

“Shipping Order” a confirmed Shipping Request that to a Shipping Provider for the insured shipment/delivery of the Redeemed Gold.

“Shipping Request” a request from a Verified User to ship/deliver the Redeemed Gold to the Linked Residential Address.

“Snapshot Time” means a specific date and time, as shall be published in the Compulsory Redemption Notice, where a snapshot of all Ethereum Wallets holding CGT tokens as at such date and time is taken.

“Token Holder” means any person who has acquired CGT or is a holder of CGT.

“Tokenization” means the process of depositing Gold to CACHE’s to an Approved Vault in exchange for CACHE issuing CGT to the Verified User.

“Verified User” means any person whose account with CACHE Marketplace has been approved and allowed to transact within CACHE Marketplace.