CIMB BANK GOLD ACCOUNT AGREEMENT

Please take time to read and understand these terms.

Version 2.0 effective on 3 October 2026

In consideration of CIMB Bank Berhad, Singapore Branch 197201001799 (13491-P) ("Bank") opening a CIMB Bank Gold Account ("Gold Account") in my name, I agree to be bound by the following terms and conditions contained in this agreement ("Agreement").

1. PURPOSE OF GOLD ACCOUNT

1.1. I may purchase from and/or sell to the Bank, gold measured in Fine Troy Ounces (i.e. troy ounces of fine gold content), being the unit of account customarily associated with XAU transactions ("**Gold**") which will be credited to, or debited from, my Gold Account. Any Gold purchased but not yet sold back to the Bank will be recorded in the Gold Account balance, and may be held or dealt with in accordance with this Agreement.

1.2. For the purposes of this Agreement, I acknowledge and agree that:

1.2.1. any successful purchase of a quantity of Gold by me will result in a crediting of such quantity of Gold in my Gold Account balance, and a corresponding payment by me to the Bank of the purchase price of such quantity of Gold as quoted by the Bank. No physical gold will be purchased by, or delivered to, me in this process. Accordingly, I shall have no right, interest, ownership and/or possession of any physical gold, nor any right to request for any physical gold to be held for, or delivered to, me by the Bank;

1.2.2. any successful sale of a quantity of Gold by me will result in a debiting of such quantity of Gold in my Gold Account balance, and a corresponding payment by the Bank to me of the sale price of such quantity of Gold as quoted by the Bank. No physical gold will be sold by, or delivered from, me in this process; and

1.2.3. the quantity of Gold reflected in my Gold Account balance does not mean I have any right, interest, ownership and/or possession of physical gold. My Gold Account balance is notional and is meant solely to determine the quantity and value of my Gold investment.

2. ACCOUNT OPENING

2.1. I agree that:

2.1.1. An application to open a Gold Account must be made via the Bank's application form(s) or in accordance with such other procedures as the Bank may prescribe or make available from time to time, including without limitation via the Electronic Channels (as defined in the Electronic Banking Services T&Cs).

2.1.2. The acceptance and continuance of the Gold Account will be based on various factors including the Bank's credit assessment on me.

2.2. I must comply with all the Bank's requirements, as may be informed to me, to open the Gold Account. By opening a Gold Account, I represent and warrant that I am at least 18 years old.

2.3. To make payments for the Gold purchased by me under this Agreement, I must maintain an eligible savings account, current account or any other deposit account with, and as permitted by, the Bank for the purposes of the Gold Account ("**Customer Deposit Account(s)**"). I authorise the Bank to (a) debit the Customer Deposit Account(s) for any payment for Gold purchased by me, as well as (where applicable) any annual service fee, stamp duty, penalties, taxes, and any other fees or charges incurred under this Agreement and/or the Gold Account and (b) credit the Customer Deposit Account(s) with any sale proceeds that I receive for Gold sold by me, and any other sums payable to me under this Agreement and/or the Gold Account. The prevailing fees and charges (if any) imposed are displayed at the Bank's premises and/or on its website. I further acknowledge and agree that the Bank may reject my application to open a Gold Account if I fail or refuse to open and/or maintain the Customer Deposit Account(s). I acknowledge and agree that clauses 3, 15, 23, 31 and 32, other representations and declarations made by me, and the Bank's rights under this Agreement, shall remain in full force and effect regardless of any such rejection.

2.4. I acknowledge that the Gold Account shall be governed by and subject to the following terms and conditions which are deemed binding on me: (a) the terms and conditions set out in this Agreement, (b) the terms and conditions in the Bank's application form(s) for Gold Account, (c) the Bank's Terms and Conditions Governing the Operations of Deposits Accounts (the "**Deposits T&Cs**") available at https://www.cimb.com.sg/content/dam/cimbsg/personal/document/accounts/others/governing-the-ops-deposits-account/governing-the-operations-of-deposits-accounts-oct-2025.pdf and/or via such other means as the Bank may prescribe from time to time, (d) the Terms and Conditions Governing Electronic Banking Services available at https://www.cimb.com.sg/content/dam/cimbsg/personal/document/tnc/digital-services/electronic-banking-services.pdf and/or via such other means as the Bank may prescribe from time to time (the "**Electronic Banking Services T&Cs**"), (e) the CIMB Terms and Conditions Governing Personal Data Protection Act (PDPA) 2012 available at https://www.cimb.com.sg/content/dam/cimbsg/personal/document/tnc/regulations-policies/pdpa.pdf and/or via such other means as the Bank may prescribe from time to time (the "**Data Protection Terms**"), (f) the Terms and Conditions Governing E-Statements available at https://www.cimb.com.sg/content/dam/cimbsg/personal/document/tnc/digital-services/e-statements.pdf and/or via such other means as the Bank may prescribe from time to time (the "**E-Statement T&Cs**"), and (g) the Terms and Conditions Governing E-Alerts https://www.cimb.com.sg/content/dam/cimbsg/personal/document/tnc/digital-services/e-alerts.pdf and/or via such other means as the Bank may prescribe from time to time (the "**E-Alert T&Cs**") ((a) to (g) collectively the "**Terms and Conditions**") where such Terms and Conditions may be amended, varied and/or reviewed from time to time by the Bank. Capitalised terms not expressly defined in this Agreement have the meanings given to them in the Electronic Banking Services T&Cs and Data Protection Terms (as applicable). In the event of any conflict or discrepancy between any of the Terms and Conditions, (i) the Electronic Banking Services T&Cs shall prevail to the extent the conflict or discrepancy relates to my access to and use of the Electronic Channels; (ii) the Data Protection Terms will prevail to the extent the conflict or discrepancy relates to personal data; (iii) the E-Statement T&Cs will prevail to the extent the conflict or discrepancy relates to the E-Statements facility (as defined under the E-Statement T&Cs); (iv) the E-Alert T&Cs will prevail to the extent the conflict or discrepancy relates to the E-Alerts service; and (v) in all other respects, the terms and conditions in this Agreement shall prevail in respect of the Gold Account.

2.5. Customers of a joint Gold Account agree to be jointly and severally bound by the terms and conditions in this Agreement, and to be jointly and severally liable for all liabilities incurred on, or debit balance in, the Gold Account, and all instructions given and Gold transactions effected in connection with the Gold Account.

2.6. I acknowledge and agree that for the purposes of this Agreement only,

(a) the Electronic Banking Services T&Cs are deemed to be modified as follows:

(i) "Account" is deemed to include a Gold Account;

(ii) "Agreement" is deemed to include this Agreement;

(iii) "Banking Service" is deemed to include the purchase and sale of Gold through the Electronic Channels;

(iv) "instructions" are deemed to include Purchase Orders, Sale Orders, and/or any other instructions under this Agreement; and

(v) the following shall not apply: Clause 19 (*Secure Messaging Service*), Clause 20 (*ATM cards and PIN*), and Clause 21 (*Withdrawals from the ATM*).

(b) the E-Statements T&Cs are deemed to be modified as follows: "Statement" is deemed to include any statement under this Agreement; and

(c) the E-Alert T&Cs are deemed to be modified as follows:

(i) I am deemed to be the "Customer"; and

(ii) any notification sent via the E-Alerts service is deemed to be a notice under this Agreement.

2.7. I also acknowledge and agree that my access to and use of the Electronic Channels to access and operate the Gold Account and/or issue any instructions is governed by the Terms and Conditions, as supplemented by this Agreement and I agree to comply with all terms and security procedures relating to the Electronic Channels, including in respect of Security Information (as defined in the Electronic Banking Services T&Cs) enabling me to access and use the Electronic Channels and Banking Services.

3. DECLARATION

3.1. I have full legal capacity, rights, power and authority to open and maintain the Gold Account and enter into contracts (including this Agreement) for the purchase and sale of Gold.

3.2. I declare that all information provided in my Gold Account application form(s) is true, accurate and complete, and that I have not withheld any information which may affect my application and/or the Bank's decision to accept my application.

3.3. I agree that my Gold Account application form(s) remain the Bank's property regardless of whether my application is approved, and the Bank may reject my application at its absolute discretion.

3.4. I agree that the Bank shall not be liable to me for any (a) depletion or diminution in the value of the Gold purchased under the Gold Account and (b) losses, damages, claims, liabilities, penalties, taxes, duties, costs and expenses (including any legal costs) (collectively, "**Costs**") incurred by me, including the incurrence of Costs in connection with the establishment, issuance or operation of the Gold Account, or the Bank's execution of any instruction relating to the purchase or sale of Gold (including any fraudulent or unauthorised instruction), unless I can prove that these Costs are caused directly by the Bank's gross negligence or wilful default.

3.5. I understand and agree that the Bank may at any time suspend or refuse to carry out my instructions to purchase or sell Gold under the Gold Account, by giving notice to me and without providing any reason. I agree that such suspension or refusal will not entitle me or any other third party to any claim or compensation against the Bank for any direct or indirect losses or damages suffered by me or any other third party arising from it.

3.6. I will provide the Bank with any documents, materials or information (including financial statements), that it requests for the purposes of complying with any applicable laws or regulations, including any regulatory reporting obligations, or for any other reason the Bank considers reasonable or necessary.

3.7. I will perform all such acts or things, or refrain from doing all such acts or things, as may be reasonably required from me by the Bank for the purposes of complying, or facilitating the Bank's compliance, with all applicable laws and regulations.

3.8. I authorise the Bank to check, verify, and/or obtain information or confirmation at any time, with or from any source (including previous, current and future employers, any credit reference/reporting agencies, any other agencies, and any financial institutions), and to provide to such parties the information needed for the Bank to assess my Gold Account application, open or maintain my Gold Account, for any purpose related to or in connection with my Gold Account, and for any purpose required or permitted by any law, regulations, guidelines or relevant regulatory authorities.

3.9. I consent and authorise any credit reporting agency to process and disclose my credit information in their records to the Bank for the purposes of processing or considering my Gold Account application, including credit evaluations, fraud checks, credit reviews, credit monitoring and debt recovery. I further consent and authorise the credit reporting agencies to disclose my credit information to their subscribers for the purposes of fraud detection and prevention.

3.10. I will exercise due care not to allow proceeds of any unlawful activity to be channelled through my Gold Account and will provide the Bank with all relevant information and documents it requests for identification, verification of funds, or transaction purposes under the relevant "Know Your Customer" requirements.

3.11. I acknowledge that the Bank will not ordinarily accept any customer who is a Politically Exposed Person ("**PEP**")/Family Member of the PEP/Close Associates of the PEP. I will inform the Bank whether I am or am not a PEP/Family Member of the PEP/Close Associate of the PEP during my Gold Account application and undertake to update the Bank if there are any subsequent changes to my status while my Gold Account remains open.

Definitions:

(a) PEP means a person who is or has been entrusted with a prominent public function whether domestically, internationally or otherwise, including heads of state, heads of government, government ministers, senior civil or public servants, senior judicial or military officials, senior executives of state owned corporations, senior political party officials, and members of the legislature and senior management of international organisations.

(b) Family Member of the PEP means a parent, step-parent, child, step-child, adopted child, spouse, sibling, adopted sibling and relative/ extended family of the PEP.

(c) Close Associates of the PEP means people who are closely connected to the PEP, either socially or professionally.

3.12. I confirm that my Gold Account shall only be used for the purposes of my purchase and/or sale of Gold. I undertake to open, maintain or establish a separate business or non-personal account for any non-personal use (including for purposes of any business, association, or society).

4. PURCHASE OF GOLD

4.1. The Bank may allow me to place a purchase order to purchase Gold, in such format and in accordance with such requirements as the Bank may prescribe from time to time ("**Purchase Order**"):

(a) via my CIMB Personal Banker or Relationship Manager, between 9:00 a.m. and 6:00 p.m. from Monday to Friday, excluding public holidays in Singapore, excluding any Maintenance Periods (as defined in Clause 4.2 below) ("**Transaction Hours**"); or

(b) via the Electronic Channels in such format, during such hours, as the Bank may designate for online Gold trading from time to time, excluding any Maintenance Periods ("**Online Trading Hours**"). The Online Trading Hours may differ from the Transaction Hours.

4.2. The Bank may vary the Transaction Hours and/or Online Trading Hours from time to time. I agree and acknowledge that the Bank may delay or decline Purchase Orders or restrict my ability to place a Purchase Order during such periods of maintenance or unavailability as the Bank may prescribe from time to time ("**Maintenance Periods**").

4.3. I agree and acknowledge that the Bank may accept or decline any Purchase Order from me without providing any reason. The Bank has no obligation to execute my Purchase Order unless and until it has been accepted by the Bank.

4.4. Upon the acceptance of my Purchase Order, the Bank shall record the (a) quantity of Gold purchased in Fine Troy Ounces, (b) price of Gold purchased in the Purchase Currency (as defined in Clause 7.3 below) specified in the Purchase Order, and (c) balance of Gold in Fine Troy Ounces (if any) in the Gold Account at the time of my Purchase Order.

5. EXECUTION OF PURCHASE ORDER

5.1. My Purchase Order shall be conclusive evidence as to the number of Fine Troy Ounces of Gold to be purchased by me, save in the case of any fraud, manifest error or system malfunction. This Agreement and the Purchase Order made by me shall be deemed as conclusive and binding on me in respect of my purchase of Gold, save in the case of any fraud, manifest error or system malfunction.

6. MINIMUM INITIAL PURCHASE ORDER AND SUBSEQUENT PURCHASE ORDER

6.1. My initial Purchase Order ("**Initial Purchase**") must be:

(a) not less than 0.01 Fine Troy Ounce of Gold or such other minimum quantity of Gold as the Bank may determine in its absolute discretion from time to time; and

(b) quantities in multiples of 0.01 Fine Troy Ounce of Gold or such other multiples as the Bank may determine in its absolute discretion from time to time.

6.2. After the Initial Purchase, each subsequent Purchase Order must be:

(a) not less than 0.01 Fine Troy Ounce of Gold or such other minimum quantity of Gold as the Bank may determine in its absolute discretion from time to time; and

(b) quantities in multiples of 0.01 Fine Troy Ounce of Gold or such other multiples as the Bank may determine in its absolute discretion from time to time.

7. PURCHASE PRICE

7.1. For Bank Quotations (as defined in Clause 13.2 below), the purchase price for each Purchase Order shall be the price of Gold per Fine Troy Ounce as quoted by the Bank to me at the time the Purchase Order is placed.

7.2. For Limit Orders (as defined in Clause 13.3 below), the Purchase Order shall only be executed when the price of Gold per Fine Troy Ounce as quoted by the Bank reaches or falls below the limit price specified by me. Upon execution, the purchase price shall be the Bank's quoted price at the time of execution, provided that such price is at or below the price of Gold per Fine Troy Ounce I have specified in my Limit Order.

7.3. The purchase price may be denominated in any currency (the "**Purchase Currency**") that I may choose from a list of permitted currencies specified by the Bank in its absolute discretion from time to time (such permitted currencies may include Singapore Dollars (SGD), United States Dollars (USD) and/or other currency(ies)). To avoid doubt, the Purchase Currency chosen by me may be different from the Sale Currency chosen by the Bank (as defined in Clause 11.3 below). In determining the purchase price, the Bank may take into consideration such factors as it considers relevant, including prevailing international and local market conditions for Gold, market liquidity, applicable foreign exchange rates, the Bank's costs and charges and the Bank's spread (as determined by the Bank in its absolute discretion from time to time. Such spread could be calculated based on, among other things, the margin applied by the Bank to prevailing market prices). As such, please note that the Bank's quoted purchase price may differ from prevailing market prices of gold.

7.4. I shall make full payment for any purchase of Gold in the Purchase Currency chosen by me by way of direct debit of the Customer Deposit Account(s) maintained with the Bank and permitted by the Bank, or through any other method of payment as may be permitted by the Bank. Where my Customer Deposit Account(s) does not have sufficient Purchase Currency chosen by me, I acknowledge and agree that:

(a) the relevant currency in my Customer Deposit Account(s) shall be converted into the Purchase Currency chosen by me (based on an exchange rate quoted by the Bank and agreed to by me) to obtain a Purchase Currency amount that is at least equivalent to the purchase price quoted by the Bank to me (as denominated in the Purchase Currency chosen by me);

(b) The purchase price payable by me will be paid based on the purchase price denominated in the Purchase Currency chosen by me.

7.5. This Agreement together with any transaction confirmed, validated and effected by me in relation to any Purchase Order, shall be conclusive and binding in respect of the purchase, save in the case of any fraud, manifest error or system malfunction. It is expressly agreed that the Bank shall be entitled not to execute any Purchase Order if there are insufficient funds in my Customer Deposit Account(s) maintained by me with the Bank.

7.6. The Bank may, for any reason, cancel, void or adjust any Purchase Order, Sale Order, or transaction executed (whether through the Electronic Channels or otherwise), including, without limitation, where, in the Bank's sole opinion: (a) the price is manifestly erroneous or does not reflect the prevailing market price, (b) there is any system, data or transmission error, or (c) the Bank is required or it is advisable to do so for compliance with any applicable laws or regulations (including, without limitation, any anti-money laundering and/or countering the financing of terrorism regulations).

8. SALE OF GOLD

8.1. The Bank may allow me to place a sale order to sell Gold, in such format and in accordance with such requirements as the Bank may prescribe from time to time ("**Sale Order**"):

(a) via my CIMB Personal Banker or Relationship Manager during the Transaction Hours; or

(b) via the Electronic Channels in such format, during the Online Trading Hours.

8.2. Any Sale Order should be limited to the actual quantity of Gold in the Gold Account. I agree and acknowledge that if there is insufficient Gold in the Gold Account, the Bank has the right to not execute my Sale Order. I agree and acknowledge that the Bank may, accept or decline any Sale Order from me without providing any reason. The Bank has no obligation to execute my Sale Order unless and until it has been accepted by the Bank.

8.3. Upon the acceptance of my Sale Order, the Bank shall record the (a) quantity of Gold sold in Fine Troy Ounces, (b) price of Gold sold in the Sale Currency (as defined in Clause 11.3 below) specified in the Sale Order and (c) balance of Gold in Fine Troy Ounces (if any) in the Gold Account at the time of my Sale Order.

9. EXECUTION OF SALE ORDER

9.1. My Sale Order shall be conclusive evidence as to the number of Fine Troy Ounces of Gold to be sold by me, save in the case of any fraud, manifest error or system malfunction. This Agreement and the Sale Order made by me shall be deemed as conclusive and binding on me in respect of my sale of Gold, save in the case of any fraud, manifest error or system malfunction.

10. MINIMUM SALE ORDER

10.1. Save as otherwise agreed upon by CIMB, my Sale Order must be:

(a) not less than 0.01 Fine Troy Ounce of Gold or any other minimum quantity as the Bank may determine in its absolute discretion from time to time; and

(b) in quantities in multiples of 0.01 Fine Troy Ounce of Gold or any other multiples as the Bank may determine in its absolute discretion from time to time.

11. SALE PRICE

11.1. For Bank Quotations (as defined in Clause 13.2 below), the sale price for each Sale Order shall be the price of Gold per Fine Troy Ounce as quoted by the Bank to me at the time the Sale Order is placed.

11.2. For Limit Orders (as defined in Clause 13.3 below), the Sale Order shall only be executed when the price of Gold per Fine Troy Ounce as quoted by the Bank reaches or exceeds the limit price specified by me. Upon execution, the sale price shall be the Bank's quoted price at the time of execution, provided that such price is at or above the price of Gold per Fine Troy Ounce I have specified in my Limit Order.

11.3. The sale price may be denominated in any currency (the "**Sale Currency**") chosen by the Bank in its absolute discretion (such currencies may include Singapore Dollars (SGD), United States Dollars (USD) and/or other currency(ies)). To avoid doubt, the Sale Currency chosen by the Bank may be different from the Purchase Currency chosen by me. In determining the sale price, the Bank may take into consideration such factors as it considers relevant, including prevailing international and local market conditions for Gold, market liquidity, applicable foreign exchange rates, the Bank's costs and charges and the Bank's spread (as determined by the Bank in its absolute discretion from time to time. Such spread could be calculated based on, among other things, the margin applied by the Bank to prevailing market prices). As such, please note that the Bank's quoted sale price may differ from prevailing market prices of gold.

11.4. The Bank may, for any reason, cancel, void or adjust any Purchase Order, Sale Order, or transaction executed (whether through the Electronic Channels or otherwise), including without limitation, where, in the Bank's sole opinion: (a) the price is manifestly erroneous or does not reflect the prevailing market price, (b) there is any system, data or transmission error, or (c) the Bank is required or it is advisable to do so for compliance with any applicable laws or regulations (including, without limitation, any anti-money laundering and/or countering the financing of terrorism regulations).

12. PROCEEDS OF SALE

12.1. The proceeds of any sale of Gold, which shall be without interest, shall be paid to me in the Sale Currency applicable to the relevant Sale Order by way of direct credit to my Customer Deposit Account(s) on such day as mutually agreed between myself and the Bank. Where my Customer Deposit Account(s) is not denominated in the Sale Currency applicable to the relevant Sale Order, the Bank may: (a) pay to me the sale proceeds by way of direct credit to another Customer Deposit Account(s) nominated by me and acceptable to the Bank; or (b) convert the sale proceeds into the currency in which my Customer Deposit Account(s) is denominated in (based on an exchange rate quoted by the Bank and agreed to by me) and pay me the sale proceeds by way of direct credit to my Customer Deposit Account(s) in such currency.

13. INSTRUCTIONS FOR PURCHASE AND/OR SALE OF GOLD

13.1. The Bank may accept a request for Bank Quotation or the placing of Limit Order, in relation to any Purchase Order or Sale Order.

13.2. Following the Bank's acceptance of my request for a quotation ("**Bank Quotation**"), the Bank shall quote a purchase or sale price (as the case may be) for Gold applicable to the relevant Purchase Order or Sale Order (as the case may be). The Purchase Order or Sale Order will be executed at the price quoted by the Bank if I choose to proceed with the transaction. In this connection, I will ensure that:

(a) (In relation to a Purchase Order) there are sufficient funds available in my Customer Deposit Account(s) to meet my Purchase Order at the time I submit the Purchase Order. If there are insufficient funds in my Customer Deposit Account(s), the Bank is not obliged to process the Purchase Order. However, if the Bank processes or executes the Purchase Order despite the insufficient funds, I agree that (i) the Bank shall be deemed to have my full authorisation for the Purchase Order and (ii) I will immediately pay the full outstanding purchase price to the Bank upon the Bank's demand.

(b) (In relation to a Sale Order) there is sufficient gold available in my Gold Account to meet my Sale Order at the time I submit the Sale Order. If there is insufficient Gold in my Gold Account, the Bank is not obliged to process the Sale Order. However, if the Bank processes or executes the Sale Order for any reason despite the insufficient Gold, I agree that the Bank may take any action it considers appropriate, including, without limitation, cancelling the Sale Order or reversing the transaction, and I will be liable for the associated costs of any such action, cancellation or reversal.

13.3. A limit order will only be executed at the price I have specified or better for the relevant Purchase Order or Sale Order, as applicable, and execution is not guaranteed ("**Limit Order**"). A Limit Order shall remain valid until its expiry date and time as specified by the Bank and communicated to me when the Limit Order is accepted by the Bank. The Bank may prescribe different validity periods for different Limit Orders from time to time. In this connection, I will ensure that:

(a) (in relation to a Purchase Order) there are sufficient funds available in my Customer Deposit Account(s) to meet my Purchase Order when the Gold price quoted by the Bank from time to time reaches or falls below the price I have specified. If there are insufficient funds in my Customer Deposit Account(s), the Bank is not obliged to process the Purchase Order. However, if the Bank processes or executes the Purchase Order despite the insufficient funds, I agree that (i) the Bank shall be deemed to have my full authorisation for the Purchase Order and (ii) I will immediately pay the full outstanding purchase price to the Bank upon the Bank's demand.

(b) (in relation to a Sale Order) there is sufficient Gold available in my Gold Account to meet my Sale Order when the Gold price quoted by the Bank from time to time reaches or rises above the price I have specified. If there is insufficient Gold in my Gold Account, the Bank is not obliged to process the Sale Order. However, if the Bank processes or executes the Sale Order for any reason despite the insufficient Gold, I agree that the Bank may take any action it considers appropriate, including, without limitation, cancelling the Sale Order or reversing the transaction, and I will be liable for the associated costs of any such action, cancellation or reversal.

13.4. I agree that I may only place a Purchase Order or Sale Order via (i) my CIMB Personal Banker/Relationship Manager during the Transaction Hours or (ii) the Electronic Channels during the Online Trading Hours. My Purchase Order and/or Sale Orders will be processed and/or executed by the Bank within such period of time as the Bank may determine in its absolute discretion from time to time, taking into account any Maintenance Periods. The Bank will notify me of every successful purchase or sale of Gold in accordance with such procedures as the Bank may determine in its absolute discretion from time to time.

13.5. I agree that I am solely responsible for verifying the correctness of my Purchase Order or Sale Order and that the Bank may at any time elect not to accept my Purchase Order or Sale Order and/or impose limits on my Purchase Order or Sale Order without prior notice to me, and without liability or providing any reason.

13.6. Any Purchase Order or Sale Order will remain effective for the protection of the Bank in respect of all purchase and/or sale of Gold made despite my death or bankruptcy or the revocation of the Purchase Order or Sale Order by any other means until notice of my death or bankruptcy or of such revocation is received by the Bank.

14. CUSTOMER'S ACKNOWLEDGEMENT

14.1. I acknowledge and agree that:

14.1.1. The Bank has no obligation to deliver any physical gold to me in any circumstances (whether in Singapore or elsewhere), and I am not entitled to demand or request such delivery.

14.1.2. The Bank has no obligation to appropriate, set aside or allot any physical gold held by the Bank for me in any circumstances, and I am not entitled to demand or request such appropriation, setting aside or allotment.

14.1.3. All references in this Agreement to purchases or sales of Gold will take effect through a crediting or debiting of my Gold Account balance. Since there is no purchase or sale of actual gold, the Bank is not and will not be deemed to be a bailee or trustee for me in relation to any physical gold. To avoid doubt, I shall have no right, interest, ownership and/or possession of any physical gold, nor any right to request for any physical gold to be held for, or delivered to, me by the Bank.

14.1.4. If I sell Gold in the Gold Account, the Bank will absolutely and conclusively be deemed to have discharged all its obligations under this Agreement when the Bank:

(a) purchases the Gold from me; and

(b) pays or credits the sale proceeds as provided for in Clause 12.1 above.

14.1.5. The operation of the Gold Account shall be restricted to purchases of Gold from, and sales of Gold to, the Bank through the Gold Account.

14.1.6. The details and particulars provided by me in the Bank's prescribed forms, including any information I provide or make available to the Bank via the Electronic Channels and any instructions I give via the Electronic Channels, to purchase Gold from the Bank, to sell Gold to the Bank and the details or particulars recorded in the Gold Account and the Customer Deposit Account(s) shall be accepted by me as conclusive evidence of their contents, including the date and quantity of Gold purchased or sold.

14.1.7. The maximum amount of Gold that I can sell at any time should be limited to the actual balance of the Gold at the time being held in the Gold Account.

14.1.8. I will not deliver physical gold of any kind to the Bank for deposit into my Gold Account and I agree and acknowledge that the Bank is entitled to reject any such deposit.

14.1.9. The Bank may, but is not obliged, to purchase any or all of the Gold in my Gold Account from me. Further, the Bank is not obliged to purchase any other gold from me and may reject any offer to sell such gold, regardless of its fineness or otherwise.

14.1.10. I am responsible for any taxes or levies payable on the Gold Account for the Gold purchased or sold under the Gold Account.

14.1.11. Without prejudice to any other rights the Bank may have under this Agreement, at law or otherwise, the Bank may suspend the operation of the Gold Account without providing any reason, by giving notice to me, if it suspects that the Gold Account is being used for any illegal purpose.

15. DEATH OR INCAPACITY OF CUSTOMER

15.1. In the event of the Gold Account holder's death, disability or incapacity, the Bank is entitled to take such actions as it deems fit, including making any payments to the estate of the Gold Account holder subject to compliance with all applicable laws and regulations or any internal policies and procedures of the Bank. Any such payment shall constitute a valid and conclusive discharge of the Bank's obligations under this Agreement.

15.2. In the event of the Gold Account holder's death, the bank shall recognise only the account holder's executor or administrator as the account holder's successor. Upon notice of such account holder's death, the Bank shall be entitled to freeze the Gold Account until such time such account holder's successor produces a grant of probate or letters of administration.

16. INDEMNITY AND LIMITATION OF LIABILITY

16.1. I agree to indemnify and keep the Bank indemnified against all Costs incurred by me or the Bank, including the incurrence of any Costs in connection with the establishment, issuance or operation of the Gold Account, or the Bank's execution of any instruction relating to the purchase or sale of Gold (including any fraudulent or unauthorised instruction) unless I can prove that these Costs are caused directly by the Bank's gross negligence or wilful default.

16.2. The Bank's total liability to me shall only be limited to the actual direct loss suffered by me, provided that such loss is supported by documentary evidence submitted by me to the Bank. To the fullest extent permitted by law, the Bank will not be liable for any exemplary or punitive damages, indirect, incidental, consequential and/or secondary loss or damage, including any loss of profit or income or savings, expectation loss, reliance loss, pure economic loss or similar loss or damage that I may suffer by reason of any act or omission of the Bank, even if the Bank had been advised of the possibility of such loss or damage in advance.

17. CLOSURE OF GOLD ACCOUNT

17.1. I acknowledge and agree that only I may close the Gold Account by requesting for the closure in person at the Bank's branch (or using such other method as may be specified by the Bank in its absolute discretion from time to time). To request for the closure of the Gold Account, if required by the Bank in its absolute discretion, I must present valid identification document(s) matching the Bank's records as specified by the Bank in its absolute discretion from time to time. I will comply with the Bank's prevailing requirements for closure, which may be prescribed by the Bank from time to time. If there is any Gold in the Gold Account following my request to close such account, I authorise the Bank to sell the said Gold at the sale price per Fine Troy Ounce (and in such Sale Currency) quoted by the Bank at the time of such sale. Where my Customer Deposit Account(s) is denominated in the Sale Currency applicable to such sale, the sale proceeds shall be credited into my Customer Deposit Account(s) in such Sale Currency. Where my Customer Deposit Account(s) is not denominated in the Sale Currency applicable to such sale, the Bank may convert the sale proceeds into the currency in which my Customer Deposit Account(s) is denominated in (based on an exchange rate quoted by the Bank and agreed to by me) and credit the sale proceeds into my Customer Deposit Account(s) in such currency.

17.2. The Gold Account will be considered closed where required by applicable laws or regulations, or by operation of applicable laws.

17.3. I will comply with the Bank's requirements on the closure of the Gold Account. The Bank may impose a service charge for such closure.

17.4. The Bank may close the Gold Account without providing any reason by giving me at least fourteen (14) days' prior written notice (or such other period as the Bank may determine in its absolute discretion from time to time). If there is any Gold in the Gold Account, I authorise the Bank to sell the said Gold at the sale price per Fine Troy Ounce quoted by the Bank at the time of such sale. The sale proceeds shall be credited into my Customer Deposit Account(s) in such currency as the Bank may determine in its absolute discretion). Where my Customer Deposit Account(s) is denominated in the currency chosen by the Bank, the sale proceeds shall be credited into my Customer Deposit Account(s) in such currency. Where my Customer Deposit Account(s) is not denominated in the currency chosen by the Bank, the Bank may convert the sale proceeds into the currency in which my Customer Deposit Account(s) is denominated in (based on the Bank’s prevailing exchange rate as determined by the Bank at its absolute discretion) and credit the sale proceeds into my Customer Deposit Account(s) in such currency. The Bank will not be liable for any loss arising from the sale or any loss or depreciation in value of the Gold, including due to fluctuations in gold prices or currency exchange rates, unless such loss results directly from the Bank's gross negligence or wilful default. I agree that the decision of the Bank in respect of the timing, price and terms of any sale of Gold shall be final, binding and conclusive, unless there is gross negligence or wilful default on the Bank's part.

18. BANK CHARGES

18.1. I agree and undertake to pay to the Bank the service or transaction charges (if any) applicable to the Gold Account in accordance with the prevailing practice of the Bank. The said service or transaction charges (if any) will be debited from my Customer Deposit Account(s). If there are any changes in fees and charges (if any) applicable to the Gold Account, the notification of such changes shall be communicated to me by giving at least thirty (30) calendar days' prior notice before the effective date of change.

18.2. I will ensure that there are sufficient funds available in my Customer Deposit Account(s) at all times for the Bank to debit for the purposes of payment of service or transaction charges (if any). If there are insufficient funds, the Bank is not obliged to process any Purchase Order or Sale Order. However, if the Bank processes or executes any Purchase Order or Sale Order despite the insufficient funds, I agree that (i) the Bank shall be deemed to have my full authorisation for the Purchase Order or Sale Order and (ii) I will immediately pay the full outstanding service or transaction charges upon the Bank's demand.

19. RIGHT TO COMBINE ACCOUNTS AND SET-OFF

19.1. In addition to any general lien or similar rights which the Bank may have by law, the Bank may, without giving any notice to me, combine and consolidate all or any of my account(s) (including any Gold Account or overdraft, loan, current, savings or fixed deposit accounts) maintained with the Bank, and set-off or transfer any monies, rights, interests and liabilities owed by me to the Bank in or under any such account(s), in or towards satisfaction of any amounts owed by me to the Bank on any other account(s), or in any other respect including any taxes and any other sums due and owing to the Bank, whether such liabilities are actual, contingent, primary, collateral, several, joint or in other currencies.

19.2. The Bank may, without giving any notice to me and without obtaining my consent or concurrence, sell all or part of the Gold in the Gold Account on such terms as the Bank shall consider appropriate. The sale proceeds will be applied towards repaying any amounts owed by me to the Bank. The Bank will not be liable for any loss arising from the sale or any loss or depreciation in value of the Gold, including due to fluctuations in gold price or currency exchange rate, unless such loss results directly from the Bank's gross negligence or wilful default. I agree that the decision of the Bank on the timing, price and terms of any sale of Gold shall be final, binding and conclusive, unless there is gross negligence or wilful default on the Bank's part.

19.3. Notwithstanding the generality of the provisions in Clauses 19.1 and 19.2 above, the Bank may, without giving any notice to me, combine and consolidate all or any of my account(s) or to exercise any right of set off or to sell the Gold in the Gold Account for purposes of satisfaction of any debit balance or liabilities owed by me to the Bank on any of my account(s).

20. BANK'S RIGHT TO EARMARK GOLD ACCOUNT AS SECURITY OR COLLATERAL

20.1. In addition and without prejudice to Clause 19 above, I authorise the Bank to withhold or earmark from time to time, any amount of Gold recorded in my Gold Account as security or collateral for the payment of any or all monies or liabilities owed by me to the Bank on any other account(s) (whether actual or contingent, joint or several), if I fail to pay any amount due to the Bank as demanded, or pursuant to any court order or directive binding on the Bank.

21. FREEZING OF THE GOLD ACCOUNT

21.1. Without prejudice to any other rights the Bank may have under any laws, court orders or regulations, the Bank may in its absolute discretion at any time, for any reason and without prior notice to me, freeze the Gold Account to refrain from executing or carrying out any transaction (including any purchase or sale of Gold) under the Gold Account ("**Freezing of the Gold Account**"). Such Freezing of the Gold Account may be undertaken by the Bank in the following situations (which are not exhaustive):

(a) the Bank is notified that I am bankrupt or a bankruptcy notice or a creditor's petition for bankruptcy has been filed or presented against me (the "**Account Holder's Insolvency**");

(b) the Bank is notified or requested by any authority, including the Monetary Authority of Singapore or any other statutory, regulatory or governmental authorities (the "**Relevant Authorities**"), to refrain from performing any transaction under the Gold Account, regardless of whether the Relevant Authorities have the requisite authority to make the request (the "**Relevant Authorities' Directives**");

(c) the Bank decides or has reason to believe that the Gold Account is being directly or indirectly used for or in connection with any illegal activities (including money laundering, terrorism financing, dealing with sanctioned persons or entities (whether as principal or agent), and tax crime); and

(d) the Bank deems it necessary or appropriate in good faith to comply with applicable laws, regulations, notices or directives.

21.2. The Bank may in its absolute discretion (but it is not obliged to) cease or lift the Freezing of the Gold Account at any time, including after the occurrence of any of the following events:

(a) in respect of the Account Holder's Insolvency, the Bank is satisfied (with appropriate evidence) that the bankruptcy notice or the creditor's petition for bankruptcy has been validly withdrawn, dismissed or struck out by the court, or upon the Bank being served a court order directing the lifting of the Freezing of the Gold Account;

(b) in respect of the Relevant Authorities' Directives, the Bank is informed in writing by the relevant authority to lift the Freezing of the Gold Account, or upon the Bank being served a court order directing the lifting of the Freezing of the Gold Account.

21.3. In Freezing of the Gold Account pursuant to this Agreement, I agree that the Bank will not be liable for defamation, for breach of contract or for any Costs which may be claimed against the Bank by me or by any other person based on whatsoever grounds unless I can prove that these Costs are caused directly by the Bank's gross negligence or wilful default. I further agree to indemnify and keep the Bank indemnified against all Costs which may be made against the Bank by any other person.

21.4. I further agree that should the Bank be sued or be made a party in any suit arising out of the Bank's action in Freezing of the Gold Account pursuant to this Agreement or should the Bank before or after the Freezing of the Gold Account commence any suit including any interpleader proceedings against any party including me for any appropriate relief or declaration to be made by any court, all Costs which may be awarded by the court against the Bank or which the Bank may incur shall be fully indemnified by me.

21.5. In so acting pursuant to this Agreement, I agree that the Bank will not be liable for any Costs which may be claimed against the Bank arising from its acting on a notification of the relevant events mentioned in Clauses 21.1(a) and (b) above, even if such notification is later found to be irregular, invalid, erroneous, mistaken, void, or ineffective.

22. NO ASSIGNMENT

22.1. All rights, title, interests and benefits under the Customer Deposit Account(s), the Gold Account and the Gold in the Gold Account are non-transferable and non-assignable and cannot be subject to any pledge, charge, mortgage, lien or any other form of encumbrance or security, except where the same is created in favour of the Bank.

23. DISCLOSURE

23.1. I acknowledge and agree that for the purposes of this Agreement only:

(a) The "Customer Information" under Clause 15.1 of the Deposits T&Cs shall be deemed to include information relating to me, the Gold Account, any Purchase Order, any Sale Order, and/or any Gold transactions under this Agreement;

(b) Clause 15 (Consent for Disclosure) and Clause 15B (Consent for Disclosure to Outsourced Service Provider) of the Deposits T&Cs shall be deemed to apply to the

Gold Account, any Purchase Order, any Sale Order and/or any Gold transactions under this Agreement.

23.2. Without prejudice to the Deposits T&Cs and Clause 23.1 above, I authorise the Bank to disclose any information relating to me, my affairs or any account(s) maintained by me with the Bank to:

(a) its agents, service providers, auditors, legal counsel and professional advisors in or outside Singapore;

(b) any credit bureau and other relevant authorities to which the Bank is required to make disclosures or which have jurisdiction over the Bank;

(c) entities within the corporate group of CIMB Group Holdings Berhad ("**Group Companies**") whether residing, situated, carrying on business, incorporated or constituted within or outside Singapore;

(d) any body appointed by the authorities to discharge the functions of a public trustee and/ or to any solicitor appointed by my next of kin in relation to any application for grant of probate or letter of administration upon my death,

for the purpose of facilitating the business, operations, and services provided by the Bank and/ or the Group Companies.

23.3. Not in derogation of the foregoing and based on existing mailing address(es), e-mail address(es), telephone number(s) or any other of my contact particulars recorded with the Bank, the Bank is authorised (but not obliged) to contact or notify me by any means it considers appropriate (including post, electronic mail, telephone, short messaging service (SMS), or courier). Any information or notification sent by the Bank shall comprise such information the Bank considers appropriate, including information relating to the Gold Account.

24. FORCE MAJEURE, MARKET DISRUPTION AND OTHER EVENTS

24.1. Despite any other provision of this Agreement or any express or implied duty or obligation on the Bank's part, the Bank may at any time and for any reason (including, without limitation, (a) following the occurrence of a Market Disruption Event (as defined below), (b) where there is any malfunction, breakdown, disruption and/or unavailability of the Electronic Channels or any other electronic systems, and/or (c) where gold trading is suspended on any gold exchange in any jurisdiction):

(i) suspend, delay or decline the placing of any Purchase Order or Sale Order;

(ii) decline to quote any purchase or sale price, or amend any purchase or sale price quoted by the Bank. Any revised quotes shall be determined by the Bank in its absolute discretion, taking into account factors such as the last available traded value;

(iii) suspend, delay or decline the processing or settlement of any Purchase Order or Sale Order;

(iv) suspend, delay or decline any crediting or debiting of Gold in relation to my Gold Account;

(v) suspend, delay or decline any payment due to me in relation to any Purchase Order or Sale Order; and/or

(vi) suspend or terminate any Gold transactions via CIMB Personal Bankers, Relationship Managers, Electronic Channels or otherwise.

24.2. The Bank will not be liable for failures or delays in performing its obligations caused by circumstances beyond its control, including without limitation, acts of God, acts of civil or military authority, fires, strikes, lockouts, labour disputes, epidemics or pandemics, governmental restrictions, wars, terrorists acts, riots, earthquakes, storms, typhoons, floods, breakdowns in electronic or communication systems, or unexpected bank closures in any relevant country. In any such delays, the time for the Bank's performance will be extended by the period of delay.

24.3. The Bank may determine in its absolute discretion from time to time, that by reason of circumstances affecting the relevant gold market generally or an emergency or exceptional market condition exists, it is impracticable for the Bank to enter into Gold transactions ("**Market Disruption Event**"). A Market Disruption Event includes the suspension or closure of any market and/or unavailability of any reference market value.

25. NOTICES

25.1. All communication sent by the Bank or by publication on the Bank's website or any of the Bank's branches shall be deemed to be delivered to and received by me/ us: (i) if sent by post, on the day following posting; (ii) if sent by any forms of instantaneous communication (including any notification sent via the E-Alerts service, electronic mail, short messaging service (SMS), push notification, in-app or inbox message, or voice recording), immediately; (iii) if published on the Bank's website or at any of the Bank's branches, on the day of publication.

26. CHANGE IN PARTICULARS

26.1. Any change to my e-mail address(es), mailing address(es), telephone number(s), signature(s) or other particulars recorded with the Bank must be promptly notified to the Bank by me/us. Such notification must be made in writing and supported by any documentation the Bank may require and will only be effective upon actual receipt by the Bank.

27. RECORD OF ENTRIES IN BANK'S RECORD

27.1. Subject to Clause 27.2 below, I acknowledge that the Bank will record all transactions under the Gold Account and I shall be required to review the transactions recorded in the online transaction history and immediately notify the Bank of any errors, irregularities, discrepancies, claims or unauthorised transactions. If I fail to notify the Bank of any errors, irregularities, discrepancies, claims or unauthorised transactions within fourteen (14) days from the date such transactions are updated into my Gold Account, I will be deemed to have accepted that all the transactions recorded are true and accurate.

27.2. The Bank's record of the balance and transactions under the Gold Account shall be regarded as conclusive and binding on me, save in the case of any fraud, manifest error or system malfunction.

28. INTERPRETATION

28.1. In this Agreement, unless the context otherwise requires, words in the singular include the plural and vice versa, and words in any gender include all other genders.

28.2. Clause headings are for convenience of reference only and do not affect the interpretation of this Agreement.

29. CHANGE OF TERMS AND CONDITIONS

29.1. I agree that the Bank may add, amend, delete, or modify any terms and conditions in this Agreement, terms and conditions applicable to the Customer Deposit Account(s) or terms and conditions in the Bank's application form(s) ("**Amendment**"). Where an Amendment relates to fees and charges and/or would significantly increase my liabilities and obligations under this

Agreement, the Bank will endeavour to give me at least thirty (30) calendar days' prior notice before the Amendment takes effect. Any Amendment will be binding on me and be deemed to have been brought to my attention as provided for in Clause 25 above.

29.2. The Bank is not required to give me advance notice of an Amendment if (a) the Amendment is required in an emergency or it is not practicable to give such notice or (b) the Amendment is administrative or clarificatory in nature, or introduces additional terms and conditions governing new products and/or services.

29.3. I agree that by continuing to use the Gold Account after any Amendment takes effect, I will be deemed to have accepted and agreed to the Amendment without reservation.

30. GOVERNING LAW, JURISDICTION AND THIRD PARTY RIGHTS

30.1. This Agreement, the Gold Account, and all related transactions are governed by the laws of Singapore. In enforcing this Agreement, the Bank is at liberty to initiate and take actions or proceedings or otherwise against me in the Republic of Singapore or elsewhere as the Bank may deem fit, and I hereby agree that where any action or proceedings are initiated and taken in the Republic of Singapore, I shall submit to the jurisdiction of the Courts of the Republic of Singapore in all matters connected with my obligations and liabilities under or arising out of this Agreement.

30.2. In addition to the terms and conditions in this Agreement, the operation of the Gold Account is also subject to the rules, regulations and guidelines issued by the Monetary Authority of Singapore, and any other relevant bodies or associations.

30.3. No person who is not a party to this Agreement has any right under the Contracts (Rights of Third Parties) Act 2001 to enforce or enjoy the benefits of any term in this Agreement. Despite any other term in this Agreement, the consent of any third party is not required to vary (including to release or compromise any liability) or terminate any term in this Agreement.

31. RISKS ASSOCIATED WITH GOLD ACCOUNT

31.1. I understand that the returns on the Gold Account depend on a number of factors, including gold price fluctuations, market liquidity, applicable foreign exchange rates, the Bank's costs and charges, and the Bank's spread (as determined by the Bank in its absolute discretion from time to time. Such spread could be calculated based on, among other things, the margin applied by the Bank to prevailing market prices). I agree to bear any losses, costs or expenses arising from such fluctuations and factors. I acknowledge that past performance of gold is not indicative of future prices as prices of gold can go up or down. I confirm that I am fully aware of the features and risks of opening and maintaining the Gold Account by the Bank before opening this Gold Account.

31.2. I acknowledge that realising the value of my investment in Gold is dependent on the Bank being able and willing to act as counterparty to execute Purchase Orders and Sale Orders in accordance with this Agreement. If the Bank proceeds with the Freezing of the Gold Account pursuant to Clause 21 above and/or proceeds with any action pursuant to Clause 24 above (including declining, delaying or declining to place any Purchase Order or Sale Order and declining to quote any purchase or sale price), I may be unable to realise the value of my investment in Gold for an indeterminate period, and I may incur losses.

31.3. I acknowledge that the returns on my investment in Gold are uncertain and there is a possible risk of not earning returns and/or I may incur losses. I confirm that I have been advised to read and understand the contents of this Agreement and the decision to open the Gold Account is based on my own decision and I am not relying on material provided or advice given by the Bank or its representatives. I should determine whether any Gold investment is suitable for me in the light of my investment objectives, my financial means and my risk profile.

31.4. Investments in Gold are not deposits nor does the value of Gold in my Gold Account represent a deposit of money. A Gold Account is not subject to the provisions of the Deposit Insurance and Policy Owners' Protection Schemes Act 2011 and is not eligible for deposit insurance coverage under the deposit insurance scheme.

31.5. The Bank acts as principal in all Gold transactions in connection with my Gold Account, including the sale and purchase of the Gold in my Gold Account. In this regard, all obligations to be performed by the Bank shall be subject to the laws of Singapore.

31.6. If the Purchase Currency and/or Sale Currency is not the currency I ordinarily transact in, I will be subject to the risk of exchange rate fluctuations. Exchange controls may also be applicable in respect of certain foreign currencies. I will bear all exchange rate and exchange control risk for such currency conversion(s).

31.7. There may be adjustments to the terms of my Gold Account due to events including market disruption, insolvency and changes in any applicable laws.

31.8. There may be significant risks, including liquidity risks and other significant risk factors of a complex character that I should consider for every Gold transaction entered into in connection with my Gold Account.

31.9. There is no yield or interest payable for all or any Gold in my Gold Account.

31.10. Physical delivery of gold, or physical deposit or withdrawal and wire transfer of gold to and from my Gold Account is not permitted.

31.11. As the references to purchases or sales of Gold in this Agreement will take effect through a crediting or debiting of my Gold Account, I shall have no right, interest, ownership and/or possession of any physical gold, nor any right to request for any physical gold to be held for, or delivered to, me by the Bank.

31.12. I assume the full credit and counterparty risk of the Bank. This means that I am relying on the Bank to meet its payment obligations (if any) under my Gold Account. Should the Bank become insolvent or default on its obligations (including payment obligations) or fail in any other way, I may not receive any payments due to me under the terms of my Gold Account.

31.13. I agree and acknowledge that:

(a) access to my Gold Account via the Electronic Channels may not be available at all times, and may be interrupted, restricted, delayed, or unavailable due to scheduled or unscheduled maintenance, system or network failure, or other causes;

(b) I solely bear all risks in respect of any Gold I am unable to buy or sell, or for which I am unable to place, amend or cancel a Purchase Order or Sale Order for any reason;

(c) I should use any alternative channel made available by the Bank if I wish to transact while the Electronic Channels are unavailable, restricted, or delayed for any reason;

(d) my access to and use of the Gold Account via the Electronic Channels depends on services and equipment provided by third parties and by me, including telecommunications and internet services and my own device and connectivity;

(e) the Bank has no liability for any failure, delay, error or interruption arising from any such third-party service, or from my own device or connectivity.

(f) the Bank's services in relation to the sale and/or purchase of Gold are provided to me on an execution-only basis. The Bank does not provide me with investment or other advice. I may wish to seek advice from a financial adviser before entering into any Gold investment. If I choose not to do so, I am responsible for determining whether such investment is suitable in light of my investment objectives, my financial means and my risk profile;

(g) the information provided herein is strictly for general information only and should not be considered as an offer, or solicitation, to deal in Gold. Such information is prepared without regard to my specific objectives, financial situation or needs or those of any other person; and

(h) the statements and information provided by the Bank do not purport to disclose or discuss all of the risks or other significant aspects of any Gold transactions. In light of such risks, I should enter into such transactions only if I understand the nature of Gold and the extent of my exposure to risk. I may wish to consult with my own legal, tax and financial advisers before entering into any particular transaction.

31.14. I acknowledge that the risk disclosures in this Agreement are not exhaustive.

32. PERSONAL DATA PROTECTION

32.1. The Data Protection Terms are incorporated by reference into and forms part of this Agreement and shall apply to all personal data that I provide to the Bank or that the Bank obtains from any other sources or that arises from my relationship with the Bank or any of the Bank's affiliates.

32.2. I agree and consent to the Bank's collection (including by way of recorded voice calls), use, disclosure and processing of personal data in accordance with the Data Protection Terms and this Agreement. My consent given in this Clause 32 is also given to the Bank's collection, use or disclosure of the personal data for the purposes mentioned in Clause 15 of the Deposits T&Cs.

32.3. Where I provide the Bank with the personal data of a third party individual, I represent, warrant, and undertake to the Bank that I have obtained that individual's prior agreement and consent to the collection, use, disclosure and processing of that individual's personal data by the Bank in accordance with the Data Protection Terms and this Agreement, all requisite notices have been given, the relevant consents have not been withdrawn, and the personal data provided by me to the Bank is true, accurate and complete.

32.4. Any consent given by me in relation to the collection, use, processing and disclosure of personal data shall continue notwithstanding my death, incapacity or dissolution, the termination of any or all of my Accounts and/or the termination of any relationship between the Bank and I for any reason whatsoever.

32.5. I agree that where my written permission is required by law or otherwise for any such disclosure by the Bank, the signing of the application form(s), account opening document(s), personal data consent form and/or other methods of consent notification, as well as in any other manner permitted by law shall constitute and be deemed to be sufficient written permission for such disclosure.

32.6. The Bank's rights under this Clause 32 shall be in addition to and without prejudice to the Bank's other rights of disclosures available pursuant to the Banking Act 1970 of Singapore (as may be amended or revised from time to time) or any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights.

NOTIFICATION OF RIGHT OF REVIEW CLAUSES

As part of the Bank's commitment to fair dealing, I acknowledge that this Agreement contains clauses that allow the Bank to unilaterally revise such terms and conditions. The Bank's Notification of Right of Review Clause is incorporated by reference into and forms part of this Agreement. Please refer to the Bank's Notification of Right of Review Clause on our official website for more information.