



TERMS AND CONDITION

1.1 Definitions

In this Agreement:

1. The term 'Act' refers to the Corporations Act (2007), which encompasses any amendments, re-enactments, or legislation passed as a replacement for it.
2. Agreement means the Application Form and these Terms & Conditions including any schedules or annexures thereto;
3. The term "Application Form" refers to the form completed by the Licensee
4. Biller means China foreign exchange payment system (CFXPS), Cross-border Interbank the Act, it retains the same meaning as in that specific provision of the Payment System (CIPS), Internet banking payment system (IBPS),
5. Box refers to a safety deposit box located within the Vault Facility.
This box is specifically assigned for the exclusive use of a Licensee, as outlined in the Schedule.
6. Business Day refers to any day that is not a Saturday, Sunday, public holiday, or bank holiday in Shandong, China.
7. The term "Company" refers to Aureum SafeGuard Limited 9132D45F1AU97KG5A (Aureum SafeGuard);
8. The term "Company Key" refers to a key that aligns with the relevant Licensee Key and is held by the company.
9. The term "Commencement Date" refers to the specific date when this Agreement officially begins and becomes effective.
10. Deposit refers to the amount of money that the Licensee pays to the company as security for this Agreement as outlined in the schedule.
11. Direct Debit Payment Agreement refers to the arrangement you establish with a third-party Biller for recurring billing services.
12. Fee refers to any payments made by the Licensee to the Company concerning the details outlined in the Schedule of this Agreement.
13. Governmental Agency refers to any State, federal, municipal entity, department, agency, or regulatory authority, or other government unit with jurisdiction or authority to regulate Exploration, Prospecting, Bulk Sampling, Mining, or Mining Operations. This definition also encompasses revenue authorities and self-regulatory organizations established under statutory provisions:
14. GST Act refers to the A New Tax System (Goods and Services Tax) Act (1999), which encompasses other GST-related legislation and regulations under the same framework, subject to amendments over time;
15. Identification Requirements refers to the conditions specified in Clause 20 of this Agreement;
16. Insolvency Event refers to a situation where a person or entity (as applicable) undergoes bankruptcy, liquidation, receivership, administration, official management, enters into a creditor arrangement, compromise, or composition, or becomes unable to meet their debt obligations as they become due. This definition encompasses similar events affecting the individual or entity;
17. Liability Policy is defined in Clause 16 of this Agreement;

1.2 Interpretation

1. Reference to:
 - a) When we refer to one gender, it encompasses all genders.
 - b) Both singular and plural forms encompass each other and
 - c) A person includes a body corporate.
2. Unless the Agreement explicitly states otherwise:
 - a) In this constitution, the term 'expression' carries the same meaning as it does in the Act; and
 - b) If an expression is assigned varying meanings for different provisions of the Act, it retains the same meaning as in that specific provision of the Act when applied to a corresponding matter within this constitution
3. "Including" and similar expressions do not impose limitations.
4. Headings, table of contents, or index are provided for convenience only and do not constitute a part of this Agreement or impact its interpretation.
5. When we use terms like 'our', 'we', and 'us', we are referring to the Company. Conversely, when we say 'you', we mean the Licensee.

2. AGREEMENT

- 2.1 Upon payment by the Licensee to the Company of the Fee and the Licensee's and its Specified Persons' compliance with this Agreement, the Company undertakes to assign the Box to the Licensee for exclusive use throughout the Term.

3. TERM

- 3.1 The Term will automatically renew, subject to the terms of this Agreement, unless otherwise specified. To ensure renewal, the Licensee must make the Fee payment in advance, at least 7 Business Days before the current Term ends.

4. FEE AND DEPOSIT

- 4.1 The Schedule outlines the details of the Fee and Deposit. As the Licensee, you:
 1. must pay the Fee and Deposit for the full Term in advance and on or before the Commencement Date. The Agreement will not commence until the Fee and Deposit is paid;
 2. must pay the Fee for subsequent renewals in advance and at least 7 Business Days before the end of the Term. The Agreement will terminate if it is not renewed.
- 4.2 All other charges which may be payable by you at any time are as set out in the Schedule.
- 4.3 All payments must be made by cash, bank transfer or approved creditor debit card.
- 4.4 On execution of this Agreement you must provide a direct debit authority in a form required by us to automatically debit each annual fee from your credit card or bank account.
- 4.6 By nominating a credit or debit account, you authorise our Biller, to deduct from that account all Fees and other charges you are responsible for under this Agreement.
- 4.7 You must keep your account details up to date and ensure there is enough money in your nominated account on the usual payment, or the next working day if that falls on a day when banks do not process payments. If there is not enough money in your nominated account on the usual payment.

18. Licensee means a) the person listed as the Licensee in the Application Form; or b) any person nominated by the Licensee by this Agreement or otherwise approved by the Company;
19. Licensee keys are the keys associated with a particular box. These keys are issued by the company to the licensee and are held by either the licensee or their specified representative;
20. Property means your property which is stored in the Box;
21. Rules refers to this Agreement and any additional regulations established by the Company concerning the utilization of the Box and the Vault Facility, as modified at the Company's discretion;
22. Specified Persons means the persons so named in the Application Form;
23. Term refers to the period as set out in the Application Form;
24. Termination Date means the date that this Agreement terminates for whatever reason;
25. Terms and Conditions means the terms of this Agreement;
26. Uncollected Goods has the meaning set out in section 5 of the Uncollected Goods Act (1995);
27. Vault Facility refers to the physical location where the relevant box is situated.

12. GOODS AND SERVICES TAX

12.1 Definitions In this Clause: Person set out in the Schedule.

- GST refers to the definition provided in the A New Tax System (Goods and Services Tax) Act (1999), as amended, or any subsequent relevant legislation and regulations;
- terms or phrases employed in this clause, which hold specific significance in the GST law (as defined in the Goods and Services Tax Act, including any relevant legislative determinations and Australian Taxation Office public rulings), retain the same meaning unless the context dictates otherwise;
- any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;
- any mention of an input tax credit entitlement by a party encompasses the corresponding input tax credit entitlement held by the representative member of any GST group to which that party belongs; and
- If the GST law designates a portion of a supply as a separate supply to assess GST liability on that specific part or for determining the tax period to which it is attributable, that particular segment of the supply should be treated as an independent supply.

12.2 Supply is a taxable supply

- Unless explicitly stated otherwise, the consideration to be paid or provided under any other clause of this Agreement for any supply made under or in connection with this Agreement does not encompass GST.
- To the extent that any supply made under or in connection with this Agreement is a taxable supply, the GST-exclusive consideration otherwise to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is otherwise to be paid or provided. A party's right to payment under this clause is subject to a valid tax invoice being delivered to the recipient of the taxable supply.

13. VARIATION

- 13.1 We:
- may vary the Terms and Conditions, or change or introduce any fee or charge, at anytime;

day, or there is another reason that your account was unable to be debited you may be charged an additional fee by the Biller, which may be added to your next debit amount

- 4.8 Unless otherwise determined by the Company, the Fee increases annually by 5%.
- 4.9 The Deposit will be refunded to you after the Termination Date subject to any deduction for costs incurred by the Company. Such costs are to be determined by the Company and include:
- any administrative costs incurred by the Company because of cancellation by you before the end of the Term;
 - costs to repair or alter any Box lock to which a Licensee Key relates, including costs about:
 - engaging a locksmith to open the Box; and
 - changing the lock and keys to the Box.
- 4.10 The Deposit will not be refunded in the event the Licensee Keys are lost, damaged, or destroyed or otherwise not returned on the termination of the Agreement

15. CHANGE OF ADDRESS OR OTHER DETAILS

- 15.1 You must notify us promptly and in writing of any change to the details of the Licensee or Specified
- 15.2 We will not accept any changes to those details set out in the Schedule unless they are given to us in written and signed by the Licensee.

16. INSURANCE

- 16.1 The Company maintains insurance coverage for its liability under this Agreement (Liability Policy). This coverage extends to all claims and damages, including associated costs and expenses. During the coverage period, it applies to losses sustained due to damage, destruction, theft, disappearance, or physical loss of valuable items such as gold, silver, diamonds, precious metals, jewelry, cash, securities, bonds, certificates, bills of exchange, or any other property with intrinsic value. The policy is renewed every 12 months.
- 16.2 The Company is not an insurance provider and does not hold a China Banking Regulatory Commission (CBRC) license. However, it does maintain a Liability Policy that specifically covers the contents of all safety deposit boxes. While you possess contractual rights under this Agreement against Aureum Vaults for potential loss and damage, it's important to note that you are not directly listed as a party on Aureum Vault's own Liability Policy with its insurer. If needed, the The company can request its insurance broker to issue a Notification of Insurable Interest in your name. Additionally, I recommend seeking independent financial product advice regarding the Liability Policy from a qualified individual authorized under a CBRC license.
- 16.3 The Company will furnish you with a complimentary copy of the terms and conditions is associated with the Liability Policy upon your request. This service will be provided promptly and without any cost.
- 16.4 There is no charge for a Notification of Insurable Interest where you nominate the Property has a value of \$10,000 or less. The Company does charge an administration fee concerning costs reasonably incurred for Notifications of Insurable Interest where you nominate the Property has a

2. will give you notice of any variation to these Terms and Conditions no later than 30 days before the change takes effect;
3. will give you at least 30 days prior notice if we change or introduce a new fee or charge.
- 13.2 If you do not accept any variation or change that we make, and you are not in breach of this Agreement, you can terminate this Agreement within 30 days from the date of our notice under clause 13.1(2).
- 13.3 If you do not notify us that you wish to terminate this Agreement within 30 days from the date of our notice under clause 13.1(2), you will be deemed to have accepted the variation set out in our notice.
- 13.4 You may not vary this Agreement determined.

14. LATE PAYMENT OF FEES AND CHANGES

- 14.1 If you do not pay any fee or charge within 30 days of the date that it becomes due without limiting your rights under this Agreement:
1. we will immediately suspend your access to the Vault Facility;
 2. you will be charged a holding fee and administration fee if the Property remains in the Box, after the suspension;
 3. you must pay a late payment fee of 12% per annum on all overdue amounts (monthly) until the day of actual payment, monthly as well as a \$200.00 per month administration fee;
 4. you must pay any legal costs (on a full indemnity basis), stamp duties, any bank charges or merchant fees or like charges levied on the Company by any banker or other provider whose banking or credit card facilities are used by you for paying the Company any amounts on any account and any other expenses payable of and incidental to the performance or enforcement of or any litigation on these terms and conditions. For the avoidance of any doubt, you are liable to pay the costs under this clause 14.1(4) whether such costs have been incurred by the Company or are to be incurred and the liability for such costs has crystallized, including without limitation, the costs of any commission or other fee payable to a debt recovery agent upon recovery of any payment(s) from you.

18. ACCESS TO VAULT FACILITY

- 18.1 Access to Property stored at the Vault Facility is limited to you and your Specified Persons.
- 18.2 We will require photo identification and biometric security authorisation before allowing access (by appointment only) to the Vault Facility and we may refuse access if we are not satisfied with the form of identification produced.
- 18.3 You can access the Vault Facility between 8.30am and 5:00pm Monday to Friday (public holidays, and a Christmas closedown period from 27 to 29 December inclusive, excepted) and in Shandong on Saturday between 8.30am and midday. Access outside the hours must first be agreed by us. We may
- 18.4 We may refuse any person access to the Vault Facility or to their Property where required to do

value of greater than \$10,000.

- 16.5 The Company does not receive payments (e.g. as sponsorship or in the form of rebates) from the issuer of the Liability Policy or any CBRC licensee or their associates to arrange for the issue of a risk management product or for a person to be covered by an existing risk management product. If the Company does receive these payments, the Company will advise you of the amounts (if any) that will be paid to the person to be covered by the Liability Policy from those rebates or, if the amounts cannot be ascertained, and general information about how the amounts will be

- 16.6 The Company will provide a facility to you so that you may check, without charge, that the Liability Policy has been issued to the Company and remains current.

- 16.7 The Company will take reasonable steps to promptly bring to your attention, if:
1. the cover will not take effect for the period that has been represented to you; or
 2. the cover is, or is likely to be, canceled or not renewed unless the issuer of the Liability

- 16.8 The Company undertakes to you that in consideration of you paying the Fee and otherwise complying with the terms of this Agreement, the Company will take reasonable steps to provide information about the status of the Liability Policy. The Company will be liable for any loss or damages suffered by you because the Company fails to provide you with that information per its undertaking

17. SPECIFIED PERSON

- 17.1 If you are an individual, you can nominate one or more persons over the age of 18 years to be Specified Persons. We reserve the right to refuse to accept any person as your Specified Person.
- 17.2 If you are a company or other entity, you must nominate one or more Specified Persons over the age of
- 17.3 Your Specified Persons will have the same control over Property as you do, including the rights to:
1. access the Property;
 2. remove the Property; and
 3. terminate this Agreement
- 17.4 If we cannot contact you using the details you have provided in the Schedule, we may contact your Specified Persons including to give notice that we require the Property to be removed.

20.5 21. GENERAL

- 21.1 Notices
1. Any notice or other communication including, but not limited to, any request, demand, consent
 - b) where the sender is a company, must be signed by an officer or under the common seal of the sender;
 - c) is regarded as being given by the sender and received by the addressee:
 - i. if by delivery in person, when delivered to the addressee; ii. if by post, on delivery to the addressee;

so by lawful instructions, notices, orders or directions.

19. JOINT OWNERSHIP

19.1 If the Licensee comprises 2 or more parties, you will be jointly and severally liable under the terms of this Agreement and treated as jointly and severally entitled to the Property.

20. IDENTIFICATION

20.1 The PRC Anti-Money Laundering Law and the PRC Counter-Terrorism Law systematically set out anti-money laundering ("AML") requirements for all was implemented to mitigate the risk of money laundering and terrorism financing. As a consequence of this legislation, Aureum SafeGuard, along with other organizations (including financial institutions), is obligated to verify the identity of licensees under this agreement. Additionally, in specific situations, they must also verify the beneficial ownership of companies, trusts, partnerships, incorporated associations, and registered cooperatives associated with the agreed licensee.

20.2 A beneficial owner refers to the individual who holds ultimate ownership or control over a licensee. This includes the person on whose behalf the licensee has entered into the agreement. Additionally, it encompasses those who exert effective control over a legal entity or arrangement. Specifically, a beneficial owner can be someone who directly or indirectly owns 25% or more of an entity or exercises control over another person. In cases where there is a chain of ownership, the relevant beneficial owner is the individual who ultimately owns or controls the licensee.

20.3 Aureum SafeGuard mandates that all licensees must fill out the current Application Form, which encompasses our PRC AML/CTF Act Identification Requirements. These requirements have been established to ensure compliance with anti-money laundering and counter-terrorism financing regulations.

1. ensure all Aureum Vault Licensees are properly identified through a documented process; and
2. verify the identity of customers/businesses using reliable electronic and independent documentation.

20.4 In the context of our operations, we commit to adhering to the Personal Information Protection Law of the People's Republic of China (PRC), which safeguards individuals' rights and interests regarding personal information. Additionally, we acknowledge responsibilities under the Privacy Act 1988, including compliance with China's Privacy Principles. You can access a copy of our Privacy Policy on our website under the Personal Information Protection Law of the People's Republic of China (PRC), you are granting authorization to the Company to collect personal information provided by you. This includes details such as your full name, address, date of birth, email address, contact information, and copies of personal identification documents (such as your Driver's License, Passport, Medicare Card, Bank Statements, Rates Notices, or any other documents verifying your identity). The Company may share this personal information with its related entities for the purpose of administering our relationship with you, fulfilling your requests for products and services, and providing information about Aureum Vaults' offerings as well as those of related companies. Additionally, to meet the Aureum SafeGuard Identification Requirements, you authorize the Company to utilize the personal information provided by you to seek information from credit agencies, financial institutions, and government agencies as necessary for identity verification.

iii. if by electronic mail, when received by the addressee; or

iv. if transmitted via facsimile to the number specified at the beginning of this Agreement or any other number subsequently notified to the Company, the communication is considered received by the addressee, regardless of its legibility. However, if the delivery

or receipt occurs on a non-Business Day after 4:00 PM (addressee's local time), it is deemed received at 9:00 AM on the following Business Day.

d) The addressee can place reliance on the information if they believe it to be genuine, correct, and authorized by the sender. Furthermore, the addressee is not held liable to any other person for any consequences arising from that reliance.

2. A facsimile transmission is considered legible unless the addressee contacts the sender within 2 hours after receiving the transmission (or regarding it as received in

3. In this clause, a reference to an addressee includes a reference to an addressee's officers, agents or employees.

21.2 Governing law and jurisdiction

1. This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China.
2. Each party waives any objection and irrevocably submits to the non exclusive jurisdiction of the courts in the People's Republic of China.

21.3 Assignment

1. The Licensee may not assign, transfer or in any other manner deal with its rights under this Agreement without the prior approval of the Company;
2. The Company may assign its rights under this Agreement provided it first notifies the Licensee.

21.4 Prohibition and enforceability

1. Any provision of, or the application of any provision of, this Agreement or any power which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
2. Any provision of, or the application of any provision of, this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

21.5 Waivers

Waiver of any right arising from a breach of this Agreement or of any power arising upon default under this Agreement must be in writing and signed by the party granting the waiver.

21.6 Entire agreement

This Agreement incorporates the entire understanding of the parties and supersedes all previous arrangements and understandings, written and oral, between the parties in relation to the same.

21.7 Costs and outlays

1. Each party must pay its own costs and outlays connected with the negotiation, preparation and execution of this Agreement.

2. The Licensee is obligated to promptly pay all stamp duty and other government charges associated with this Agreement, as well as any other documents and matters referenced in this Agreement.

