



SALE, PURCHASE AND REDEMPTION AGREEMENT

买卖及赎回协议

Important Notice

重要通知

Before you make a decision to purchase Gold represented by **ozt.** tokens, please make sure you have received and read the latest version of the Terms and Conditions and the terms and conditions referred to therein.

在您决定购买由 ozt. 代币代表的黄金之前，请确保您已收到并阅读最新版本的条款和条件以及其中提及的条款和条件。

This Agreement supplements the Terms and Conditions and governs the relationship between you and us, and applies when you:

- Purchase Gold represented by **ozt.** tokens;
- Sell Gold represented by **ozt.** tokens; or
- Redeem Gold represented by **ozt.** tokens into physical Gold bar(s).

本协议补充条款和条件，并规范您与我们之间的关系，适用于以下情况：

- 购买由 ozt. 代币代表的黄金；
- 出售由 ozt. 代币代表的黄金；
- 赎回由 ozt. 代币代表的黄金为实物金条。

The provisions of this Agreement shall prevail over the provisions of the Terms and Conditions to the extent of any inconsistency between this Agreement and the Terms and Condition.

在本协议与条款和条件之间存在任何不一致时，本协议的条款应优先于条款和条件。

Interpretation and Definitions

解释和定义

A. Interpretation

解释

Unless the context requires otherwise, in this Agreement:

除非上下文另有要求，本协议中的以下术语具有以下含义：

(a) any term used but not defined has the meaning given to it under the Terms and Conditions;

未定义的任何术语具有条款和条件中给定的含义；

(b) any reference to a “Clause” is a reference to a clause of this Agreement;

“条款”指本协议的条款；

(c) any reference to a statutory provision is a reference to the same as amended, re-enacted or in effect from time to time;

对法定条文的引用是指随时修订、重新颁布或生效的相同条文；

(d) any reference to a clause in another agreement is a reference to the same as amended, modified or supplemented from time to time; and

对其他协议中条款的引用是指随时修订、修改或补充的相同条款；

(e) a singular expression includes the plural and vice versa, and reference to a gender include any gender.

单数形式包括复数，反之亦然，性别的引用包括任何性别。

B. Definitions

定义

Unless we specify or the context requires otherwise, the following terms in this Agreement have the meanings set out below.

除非我们另行规定或上下文要求，否则本协议中的以下术语具有下列含义。

“**Business Day**” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in London and Singapore.

“营业日”指银行和外汇市场在伦敦和新加坡营业的日子（星期六和星期日除外）。

“**Designated Wallet**” means your unique identifier on the Ledger.

“指定钱包”指您在账本上的唯一标识符。

“**Instruction**” means any instruction from you in relation to this Agreement given in any form or by any means accepted by us from time to time.

“指令”指您以任何我们不时接受的形式或方式就本协议给出的任何指令。

“**Ledger**” has the meaning given to it in the Terms and Conditions.

“账本”具有条款和条件中给定的含义。

“**troy ounce**” means the unit of weight of gold for the purpose of determining the price of **ozt.** token(s) with respect to transactions under this Agreement.

“金衡盎司”指确定 ozt. 代币交易价格的黄金重量单位。

“**Verified Product Holder**” has the meaning given to it in the Terms and Conditions.

“验证产品持有人”具有条款和条件中给定的含义。

“**Verified Purchaser**” has the meaning given to it in the Terms and Conditions.

“验证购买者”具有条款和条件中给定的含义。

1. Your Instructions

您的指令

You should give instructions in such form and by such means acceptable to us from time to time and in accordance with the provisions of this Agreement.

您应以我们不时接受的形式和方式，并根据本协议的规定发出指令。

2. Purchase of Gold represented by ozt. tokens

购买由 ozt. 代币代表的黄金

You may purchase Gold represented by **ozt.** tokens in such currencies and with such minimum units as we may allow from time to time. You must be a Verified Purchaser to purchase Gold represented by **ozt.** tokens from us.

您可以按照我们不时允许的货币和最低单位购买由 ozt. 代币代表的黄金。您必须是验证购买者才能从我们这里购买由 ozt. 代币代表的黄金。

One (1) **ozt.** token represents an ownership entitlement in respect of one (1) troy ounce of allocated “Good Delivery” gold (“Gold”) as specified by the London Bullion Market Association (“LBMA”). You understand that when you purchase Gold (or relevant portion thereof) represented by **ozt.** tokens, you are in fact acquiring ownership of Gold (or relevant portion thereof) which is represented by such **ozt.** tokens.

一个 (1) **ozt.** 代币代表一个金衡盎司的“优质交割”黄金 (“黄金”) 的所有权，根据伦敦金银市场协会 (“LBMA”) 的规定。您理解，当您购买由 **ozt.** 代币代表的黄金 (或相应部分) 时，您实际上是在获取由这些 **ozt.** 代币代表的黄金 (或相应部分) 的所有权。

The price at which you make each purchase of Gold represented by **ozt.** tokens shall be the prevailing price that we (acting in good faith and a commercially reasonable manner) determine at the time we execute the relevant purchase Instruction. Such price is binding on you. Unless the price quoted is confirmed by us by responding to an Instruction, any price quoted by us at any other time is for reference only. We will effect the relevant Instruction to purchase Gold represented by **ozt.** tokens, if time permits, during the day of receipt of your purchase Instruction.

您进行每笔由 **ozt.** 代币代表的黄金购买的价格应为我们在执行相关购买指令时（基于诚信和商业合理的方式）确定的现行价格。该价格对您具有约束力。除非我们通过响应指令确认的价格，否则我们在任何其他时间报价的价格仅供参考。如果时间允许，我们将在收到您的购买指令的当天执行相关的购买指令。

A purchase of Gold represented by **ozt.** tokens will be settled by (a) payment of the purchase price by you to us, (b) transfer of the relevant **ozt.** tokens to your Designated Wallet and (c) recording of such transaction on the Ledger. Title to the Gold represented by the relevant **ozt.** tokens will only pass to you upon completion of the settlement process, which is expected to complete no later than the second Business Day following receipt of your purchase Instruction.

购买由 **ozt.** 代币代表的黄金将通过以下方式结算：(a) 您向我们支付购买价格；(b) 将相关 **ozt.** 代币转移到您的指定钱包；以及 (c) 在账本上记录该交易。相关 **ozt.** 代币代表的黄金所有权仅在结算过程完成后才转移给您，该过程预计将在收到您的购买指令后的第二个营业日之前完成。

By giving an Instruction to purchase Gold represented by **ozt.** tokens, you confirm that you have full right, power and authority to purchase such Gold represented by **ozt.** tokens specified in that Instruction.

通过发出购买由 **ozt.** 代币代表的黄金的指令，您确认您有完全的权利、权力和权限购买该指令中指定的由 **ozt.** 代币代表的黄金。

We reserve the right to cancel any Instruction from you to purchase Gold represented by **ozt.** tokens. This may occur if, for example, we cannot find a seller in the market for the relevant Gold represented by **ozt.** tokens at the relevant purchase price. If this occurs, we will cancel your Instruction and will notify you of the cancellation. We will return the relevant purchase price (without any deduction) to you as soon as reasonably practicable.

我们保留取消您发出的购买由 **ozt.** 代币代表的黄金的任何指令的权利。如果发生这种情况，例如，我们无法在市场上找到以相关购买价格出售的相关黄金由 **ozt.** 代币代表的黄金，我们将取消您的指令并通知您取消。我们将尽快将相关购买价格（无任何扣除）退还给您。

3. Sale of Gold represented by ozt. tokens

出售由 ozt. 代币代表的黄金

While this Agreement and the Terms and Conditions refer to the sale of ozt. tokens, you understand and acknowledged that when you sell Gold (or relevant portion thereof) represented by ozt. tokens, you are in fact selling ownership of Gold (or relevant portion thereof) which is represented by such ozt. tokens.

本协议和条款和条件提及 ozt. 代币的销售，您理解并承认，当您出售由 ozt. 代币代表的黄金（或相应部分）时，您实际上是在出售由这些 ozt. 代币代表的黄金（或相应部分）的所有权。

You must be a Verified Product Holder to sell Gold represented by ozt. tokens held by you to us. You shall give Instructions to sell Gold represented by ozt. tokens held by you in accordance with the provisions of this Agreement. You shall specify in each Instruction the amount of Gold represented by ozt. tokens to be sold.

您必须是验证产品持有人才能将您持有的由 ozt. 代币代表的黄金出售给我们。您应按照本协议的规定发出出售由 ozt. 代币代表的黄金的指令。您应在每个指令中指定要出售的由 ozt. 代币代表的黄金的数量。

Each Instruction from you to sell Gold represented by ozt. tokens may not be cancelled by you. The details specified in the form setting out an Instruction to sell Gold represented by ozt. tokens are conclusive evidence as to the amount of Gold represented by ozt. tokens to be sold in the absence of manifest error.

您发出的每个出售由 ozt. 代币代表的黄金的指令不得取消。除明显错误外，指令表格中指定的出售由 ozt. 代币代表的黄金的数量是最终证据。

The price at which you make each sale of Gold represented by ozt. tokens shall be the prevailing price that we (acting in good faith and a commercially reasonable manner) determine at the time we execute the relevant Instruction to sell the Gold represented by the relevant ozt. tokens to the market. Such price is binding on you. Any price quote by us at any other time is for reference only.

您进行每笔由 ozt. 代币代表的黄金的销售价格应为我们在执行相关指令时（基于诚信和商业合理的方式）确定的现行价格。该价格对您具有约束力。我们在任何其他时间的报价仅供参考。

Payment of the proceeds of a sale of Gold represented by ozt. tokens will be made to you as soon as reasonably practicable. Payment will be made by bank transfer to a bank account maintained in your name or in such other manner as we may allow from time to time.

销售由 ozt. 代币代表的黄金的收益将尽快支付给您。付款将通过银行转账支付到您名下的银行账户，或按照我们不时允许的其他方式支付。

We reserve the right to cancel any Instruction from you to sell any Gold represented by ozt. tokens. If this occurs, we will cancel your Instruction and will notify you of the cancellation.

我们保留取消您发出的出售由 ozt. 代币代表的任何黄金的指令的权利。如果发生这种情况，我们将取消您的指令并通知您取消。

4. Redemption of Gold represented by ozt. tokens into physical Gold bar(s)

赎回由 ozt. 代币代表的黄金为实物金条

While this Agreement and the Terms and Conditions refer to the physical redemption of ozt. tokens, you understand and acknowledged that when you redeem Gold (or relevant portion thereof) represented by ozt. tokens with us, you are in fact (a) transferring ownership of Gold (or relevant portion thereof) which is represented by such ozt. tokens to us and (b) we are transferring ownership of the equivalent Gold represented by such ozt. tokens in the form of physical Gold bar(s) to you.

本协议和条款和条件提及 ozt. 代币的实物赎回，您理解并承认，当您赎回由 ozt. 代币代表的黄金（或相应部分）时，您实际上是在 (a) 将这些 ozt. 代币代表的黄金（或相应部分）的所有权转移给我们，以及 (b) 我们将等值的黄金以实物金条的形式转移给您。

You must be a Verified Product Holder to redeem Gold represented by ozt. tokens held by you with us into physical Gold bar(s). You shall give Instructions to redeem Gold represented by ozt. tokens held by you into physical Gold bar(s) in accordance with the provisions of this Agreement. You shall specify in each Instruction the number of physical Gold bars represented by ozt. tokens you wish to redeem. You may be subject to additional due diligence by us at the time of such Instruction.

您必须是验证产品持有人才能将持有的由 ozt. 代币代表的黄金赎回为实物金条。您应按照本协议的规定发出赎回由 ozt. 代币代表的黄金为实物金条的指令。您应在每个指令中指定要赎回的由 ozt. 代币代表的黄金的数量。

You must redeem four hundred and thirty (430) ozt. tokens in the same Designated Wallet plus the Physical Redemption Fee (as set out in the Terms and Conditions) per physical Gold bar. Once the specific physical Gold bar(s) have been identified and determined by us (in our sole and absolute discretion) for physical redemption, the ozt. tokens in excess of the actual weight of the selected Physical Gold bar(s) will be transferred to your Designated Wallet, less any applicable fees.

您必须在相同的指定钱包中赎回四百三十 (430) 个 ozt. 代币加上每个实物金条的实物赎回费用（如条款和条件所述）。一旦我们确定并指定了要进行实物赎回的具体实物金条（由我们自行决定），超出实际重量的 ozt. 代币将被转移到您的指定钱包，扣除任何适用费用。

Each Instruction from you to redeem Gold represented by ozt. tokens into physical Gold bar(s) may not be cancelled by you. The details specified in the form setting out an Instruction to redeem Gold represented by ozt. tokens into physical Gold bar(s) are conclusive evidence as to the number of physical Gold bar(s) represented by ozt. tokens to be redeemed in the absence of manifest error.

您发出的每个赎回由 ozt. 代币代表的黄金为实物金条的指令不得取消。除明显错误外，指令表格中指定的赎回由 ozt. 代币代表的黄金为实物金条的数量是最终证据。

We reserve the right to cancel any Instruction from you to redeem any Gold represented by **ozt.** tokens into physical Gold bar(s). If this occurs, we will cancel your Instruction and will notify you of the cancellation.

我们保留取消您发出的赎回由 **ozt.** 代币代表的任何黄金为实物金条的指令的权利。如果发生这种情况，我们将取消您的指令并通知您取消。

You will receive further instructions by email as to how to take delivery of your physical Gold bar(s). You will be responsible for delivery and once your physical Gold bar(s) are in the possession of the delivery service nominated by you, we shall be deemed to have fulfilled our obligation for delivering your physical Gold bar(s) to you.

您将收到如何接收实物金条的进一步指示。您将负责交付，一旦您的实物金条交给您指定的送货服务，我们将被视为已经履行了将实物金条交付给您的义务。

5. Risk and other disclosures relating to the purchase, sale and/or physical redemption of Gold represented by **ozt.** tokens

购买、出售和/或实物赎回由 **ozt.** 代币代表的黄金的风险及其他披露

You accept the following:

您接受以下内容

- (a) The gold market is volatile and that in particular: (i) the value of the Gold represented by **ozt.** tokens may go down as well as up. There is a possibility that a loss will be incurred from trading in Gold represented by **ozt.** tokens; and (ii) the Gold represented by **ozt.** tokens is subject to risk which is not insured by any government agency. The risk includes the possible loss of the principal invested.

黄金市场波动性很大，尤其是：(i) 由 **ozt.** 代币代表的黄金的价值可能会上升也可能会下降。交易由 **ozt.** 代币代表的黄金可能会导致损失；以及 (ii) 由 **ozt.** 代币代表的黄金不受任何政府机构保险。风险包括可能的本金损失。

- (b) We do not make, and should not be considered as having made, any representation of any kind on the performance of the Gold represented by **ozt.** tokens. You should make each decision to purchase, sell or physically redeem Gold represented by **ozt.** tokens based on your own judgment. You should not rely on any advice, view or information provided by us or any of our affiliates.

我们不对由 **ozt.** 代币代表的黄金的表现做出任何形式的陈述或应被视为做出陈述。您应根据自己的判断做出每次购买、出售或实物赎回由 **ozt.** 代币代表的黄金的决定。您不应依赖我们或我们任何关联方提供的任何建议、观点或信息。

- (c) You acknowledge that, unless the Terms and Conditions provide otherwise, you will not be able to request delivery of physical gold from us. You may only sell all of the Gold represented by **ozt.** tokens to us and receive the proceeds of sale should you not meet the requirements to request delivery of physical gold from us.

您承认，除非条款和条件另有规定，否则您无法要求我们交付实物黄金。如果您不符合要求，我们只能将所有的由 ozt. 代币代表的黄金出售给我们，并获得出售收益。

- (d) If we accept any means of giving Instructions not bearing an original signature, you will be bound by each Instruction given by such means. You will be bound by the transaction executed by us at the price we notify you using such means.

如果我们接受任何不带原始签名的指令方式，您将受到每个指令的约束。您将受到我们以通知您的价格执行的交易的约束。

- (e) If by virtue of or arising out of the purchase, sale or physical redemption of Gold represented by ozt. tokens in accordance with the provisions of this Agreement any profit, commission, fee, benefit or other advantage shall accrue to us or any of our affiliates, we or such affiliate are entitled to retain the same for our or their own benefit.

如果因购买、出售或实物赎回由 ozt. 代币代表的黄金而产生或导致的任何利润、佣金、费用、利益或其他优势归我们或我们任何关联方所有，我们或该关联方有权保留该利益。

You accept that this Clause 5 explains some principal risks but is not an exhaustive list of all possible risks associated with the purchase, sale and/or physical redemption of Gold represented by ozt. tokens. If you have any concerns about ozt. tokens, you should consult your professional advisers.

您接受本第 5 条解释了一些主要风险，但并不是与购买、出售和/或实物赎回由 ozt. 代币代表的黄金相关的所有可能风险的详尽清单。如果您对 ozt. 代币有任何疑问，您应咨询您的专业顾问。

6. Variation of this Agreement

协议的变更

We reserve the right to vary, modify or supplement the provisions of this Agreement at our sole and absolute discretion from time to time. A variation, modification or supplement made to reflect a change of any applicable law or regulation may take effect immediately or otherwise as we may specify. You will be bound by such variation, modification or supplement if we do not receive Instructions to sell Gold represented by ozt. tokens held by you prior to the date on which that variation, modification or supplement takes effect.

我们保留不时单方面变更、修改或补充本协议条款的权利。反映任何适用法律或法规变更的变更、修改或补充可以立即生效，或由我们指定的其他时间生效。如果在变更、修改或补充生效前我们未收到您出售由 ozt. 代币代表的黄金的指令，您将受该变更、修改或补充的约束。

7. Recording

记录

We may record Instructions or communications with you in connection with this Agreement. You consent to such recording and accept that such recording may be used to resolve any disputes or clarify any question relating to such Instructions or communications.

我们可能会记录与您就本协议进行的指令或通信。您同意此类记录，并接受这些记录可能用于解决任何争议或澄清与此类指令或通信相关的任何问题。

8. Entire Agreement

完整协议

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. Each of the parties acknowledges that in entering into this Agreement it has not relied on any oral or written representation, warranty or other assurance (except as provided for or referred to in this Agreement) and waives all rights and remedies which might otherwise be available to it in respect thereof, except that nothing in this Agreement will limit or exclude any liability of a party for fraud.

本协议构成双方就本协议标的达成的完整协议和理解。双方各自承认，在签署本协议时，未依赖任何口头或书面陈述、保证或其他保证（除本协议中规定或提及的内容外），并放弃了本应可用的所有权利和救济，但本协议中的任何内容不限制或排除一方对欺诈的责任。

9. Contracts (Rights of Third Parties) Act 2001

2001 年合同（第三方权利）法

No person shall have any right to enforce any term or condition of this agreement under the Contracts (Rights of Third Parties) Act 2001.

根据 2001 年合同（第三方权利）法，任何人不得享有任何权利来执行本协议的任何条款或条件。

10. Governing law and version

适用法律和版本

This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed in accordance with Singapore law.

本协议及因本协议引起或与之相关的任何非合同义务应受新加坡法律管辖并根据新加坡法律解释。

The English version of this Agreement prevails to the extent of any inconsistency between the English and any translated versions. Any translated version of this Agreement is for reference only.

本协议的英文版在与任何翻译版本不一致时，以英文版为准。任何翻译版本仅供参考。

11. Arbitration

仲裁

You agree that any dispute resolution proceedings, including arbitration, shall be conducted only on an individual basis and not in a class, consolidated, or representative action. You waive any right to participate in any class action or class-wide arbitration against the us related to any claim or dispute.

您同意，任何争议解决程序，包括仲裁，应仅以个人为单位进行，而不作为集体、合并或代表行动进行。您放弃参加任何与我们相关的集体诉讼或集体仲裁的权利。

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“**SIAC**”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“**SIAC Rules**”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration is Singapore. The Tribunal shall consist of three (3) arbitrators. The language of arbitration shall be English. In respect of any court proceedings in Singapore commenced under the International Arbitration Act 1995 in relation to the arbitration, the parties agree (a) to commence such proceedings before the Singapore International Commercial Court (“**SICC**”) and (b) in any event, that such proceedings shall be heard and adjudicated by the **SICC**.

因本协议引起或与之相关的任何争议，包括其存在、有效性或终止的任何问题，应提交新加坡国际仲裁中心 (“SIAC”) 根据其时有效的仲裁规则 (“SIAC 规则”) 最终解决。仲裁地点为新加坡。仲裁庭由三 (3) 名仲裁员组成。仲裁语言为英语。有关根据 1995 年国际仲裁法在新加坡提起的与仲裁相关的任何法院程序，双方同意：(a) 在新加坡国际商事法院 (“SICC”) 提起此类程序，并且 (b) 在任何情况下，此类程序应由 SICC 听审和裁决。