

## RESELLER TERMS AND CONDITIONS

QM - Quantum Metal Sdn Bhd

Reseller - You

QM System - Quantum Metal System

By sign-up to become our Reseller, you are agreed and bound with our Reseller Terms and Conditions

### 1. Registration.

- 1.1. Registration of Reseller can be made by fill-up an online application Reseller form available at our website - [www.quantummetal.com](http://www.quantummetal.com) and will be process within one (1) business day.
- 1.2. Only active gold storage account owner can apply to become Reseller.
- 1.3. We will use your current personal and banking information maintained in your gold storage account profile in system to upgrade you to become Reseller.
- 1.4. Once your application has been approved, Reseller module will be added into your profile in system. You shall receive an email notification once your account has been upgraded into Reseller.
- 1.5. Reseller registration is strictly subject to approval by us. We reserve the right to reject any application without having to give reasons.

### 2. Reseller Link

- 2.1. You will be given with Reseller Link, a website link for your new client to click and register new account under your Reseller ID.
- 2.2. Every new account registration successfully registered under your Reseller Link will be tied to your Reseller ID.
- 2.3. Reseller Link only apply to your new client only. Subsequent transaction by your existing client will be access using normal website.
- 2.4. We have right to remove / change your client's registration Reseller ID should there any claim with sufficient proof.

### 3. Payout

- 3.1. The payout is calculated based on completed transactions of the month. Completed transactions refer to transaction and payment successfully transmitted in system and settlement has been received by us.
- 3.2. Payout payment will be making on monthly basis within fourteen (14) business days after the end of the payout month.
- 3.3. Payment will be credited to your bank account in currency you opted to receive payout upon registration. You responsible to update us should there any changes in bank account information and currency. Changes to any information will take effect on next following payout month.
- 3.4. You may opt to convert your payout into gold storage account in gram. The gram(s) equivalent to payout amount will be crediting to your gold storage account, based on current gold price at the time transaction is transacted.
- 3.5. Payment may take up to three (3) business days to be cleared into your bank account depending on banks' clearing process.
- 3.6. Any charges (if any) incurred to send payment to your bank account charged by sending bank will be bear by us and any charges (in any) incurred to receive payment to your bank account charged by receiving bank will be bear by you.
- 3.7. You shall notify us within fourteen (14) business days should there any discrepancy on payout or payout report. You should provide us supporting document(s) for us to process

your request. No request will be entertained without supporting document(s). Your request will be process within seven (7) business days.

3.8. Your payout rates are based on scheduled in Schedule 1 and subject to any changes from time to time. Should there any changes on payout rates, you will receive an email notification at least thirty (30) days before effective date.

3.9. An email notification will send to your registered email once payment is completed.

#### 4. System Transaction

4.1. You are fully responsible to any transactions initiates by your account in system.

4.2. All payments shall be made into our official bank account. Account numbers are available at our website and printed in every payment requested generated by system.

4.3. You must send us proof of payment through email at support@quantumetal.com or message through mobile application WhatsApp +60143180237

4.4. Should there no proof of payment received by us, transaction will not be process or update until we received and validated proof of payment.

4.5. No cancellation or refund in any circumstances after transaction has been approved.

#### 5. Physical Products

5.1. If you order physical products, you are responsible to receive, store and deliver any of products purchased by you.

5.2. You may arrange pick up your order within below schedule:

5.2.1. Monday to Friday - From 9.00am to 5.00pm

5.2.2. Saturday and Sunday - Closed

5.2.3. Malaysia and Penang public holiday - Closed

5.3. Should you unable to pick up your order by your own, you need to provide us via email or messages with third party full name as per identity card and MyKad or Passport number to able him/her to act on behalf of you.

5.4. Original of third party MyKad / Passport must be present for us to process your pick-up. Photocopy of MyKad or Passport will be not accepted.

5.5. All orders need to pick-up within seven (7) business days after being notified by us via email. We have right to charge storage charges based on our third party assigned storage services.

5.6. We do not provide store keeping service at this moment.

5.7. We do not provide any delivery service to you or your customer address at this moment

#### 6. Misconduct of business practice

6.1. You shall practice good business ethics in dealing with all products offered by us or any of our suppliers with your customers and prospect customers.

6.2. We have right to revoke your Reseller status should there any proof of misconduct at any time.

6.3. Misconduct of business practice includes but not limited to; deposit taking, promise of profit / guarantee profit, indication of price, miss selling, spamming, syndicate OR any other misconduct define by us.

6.4. As such;

6.4.1. Your payout for current and incurring month(s) will be temporary suspended

6.4.2. All gold storage account listed with your name will be freezes.

6.4.3. Your access to system and related system will be blocked.

6.4.4. Report you to related bodies (if any).

6.5. You will be able to take control of your account once issue has been rectified by us or any related bodies.

6.6. In the case you have been found guilty of misconduct of business practice, your Reseller status will be terminated and all payout will be freeze.

## 7. Indemnity

7.1 Reseller agrees to be liable for and to hold QM and any other party appointed by or connected to QM, a Product and each of their officers, directors and employees, harmless from and to fully indemnify each of them against any actions, proceedings, claims, losses, damages, costs and expenses which may be brought against, suffered or incurred by the aforesaid parties, including without limitation, any monies paid in settlements of any claims or disputes arising other directly or indirectly in consequences or arising from :-

7.1.1 Any of the reseller actions relating to sale of GSA or the products, including but not limited to any statements or representations that the reseller makes concerning the bank or GSA and/or product that is unauthorised or inconsistent with either the relevant information or any other written material provided to the reseller relating to the GSA and the products.

7.1.2 Any of the reseller actions relating to the clients' orders and the servicing of clients' accounts; and

7.1.3 Any breach by the FA of this agreement, including without limitation the obligations of the reseller.

7.2 Notwithstanding any termination or expiry of this agreement, the indemnities to which QM and any other party are entitled as above and the set-off provisions of this agreement shall continue in full force and effect and shall protect QM against events arising after such termination as well as before.

## 8. Termination

8.1. You may terminate your Reseller status by written to us via mail to; Quantum Metal Sdn Bhd BLK 1-03-13 E-GATE, LEBUH TUNKU KUDIN 2, GELUGOR, 11700 PENANG, MALAYSIA OR email to [support@quantummetal.com](mailto:support@quantummetal.com)

8.2. Termination of Reseller status will be process within three (3) business days.

8.3. Termination of your Reseller status will stop payout due to and incurring month(s) immediately once completed.

## 9. Changes in Terms and Conditions

9.1. We have the right to make any changes in this Terms and Conditions at any time.

9.2. Should there be any changes in Terms and Conditions, you will be notified by email within thirty (30) days before the new Terms and Conditions' effective date.