

DEALER MEMBERSHIP APPLICATION & AGREEMENT

for membership in the dealer network of NGC Hong Kong Limited (NGC Hong Kong) and its Affiliated Companies.



Thank you for your interest in becoming a dealer with NGC Hong Kong Limited (NGC Hong Kong), the Hong Kong-based affiliate of:

- Provenance NGC LLC d/b/a Numismatic Guaranty Company ("NGC")
- Numismatic Conservation Services, LLC ("NCS")
- Paper Money Guaranty, LLC ("PMG")
- Certified Guaranty Company, LLC ("CGC")
- Classic Collectible Services, LLC ("CCS")
- Certified Sports Guaranty, LLC ("CSG")
- Authenticated Stamp Guaranty, LLC ("ASG")
- Collectibles Authentication Guaranty, LLC ("CAG")

These companies are all part of the Certified Collectibles Group ("CCG") of companies, global leaders in expert, impartial and tech-enabled services that add value and liquidity to collectibles. For purposes of convenient reference only, they are referred to collectively and individually in this document as "CCG Companies." Authorized Dealers receive the most exclusive benefits available from CCG, including grading discounts, full access to an array of digital tools designed to support you and your customers, a listing in the Dealer Locator and much more.

CCG Authorized Dealers pay just USD \$199 per year to access these and other benefits. Authorized Dealer membership renews automatically each year unless it is canceled. Membership fees are due upon notification that your application has been approved. If your application is not approved, you do not have to pay any fees.

An NGC Hong Kong Authorized Dealer may submit collectibles to NGC Hong Kong in Hong Kong, China or directly to the CCG Companies in the United States. Note that not all services (categories of collectibles) are available in all CCG locations, and submissions will be governed by the services terms and conditions of the specific jurisdiction (CCG location) to which they are submitted.

To apply for membership as an Authorized Dealer of NGC Hong Kong, please completely read and follow these steps:

1. Fill out all pages of the Application Form & Agreement.
2. Sign to indicate your agreement with and acceptance of the Terms and Conditions.
3. Forward an electronic copy (e.g. scan) of the signed and completed Dealer Application by email to DealerApp@CollectiblesGroup.com or by fax to +1 (941) 360-2553.

If you have already been approved as an Authorized Dealer Member of any of the US-based CCG Companies and are applying for NGC Hong Kong Authorized Dealer Membership, you may skip page 4 (References). All other applicants must complete page 4 (References).

If you have any questions about this application, please contact NGC Hong Kong at Service@NGCcoin.hk or (+852) 2115 3639.

After receipt and review of your application, you will be informed by email whether your application has been accepted. If your application is accepted, you will receive additional information and documentation.



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APPLICATION FORM *(Please type or print legibly. All fields are required.)*

You are applying for the dealer network of NGC Hong Kong.

Your Name: _____

Company Name: _____

Contact Person *(if different from name above)*: _____

Email: _____ Website: _____

Street address: _____

Postal Code: _____ City: _____ Country: _____

Phone: _____

Preferred Language: _____

Are you currently an NGC Hong Kong or CCG Collector Member? ☐ Yes* ☐ No If yes, Membership # _____

***See Section 13 of the Dealer Membership Agreement Terms and Conditions.**

Are you currently or have you ever been a member of a CCG Company? ☐ Yes ☐ No

Have you applied for dealer membership before? ☐ Yes ☐ No

You are a member of the following collectibles organizations:

Please indicate date joined and any official capacities you have held.

You are an authorized dealer for the following grading services:

Your business is:

☐ A sole trader

☐ A partnership consisting of yourself and _____

☐ A Hong Kong limited company of which you are duly authorized by the corporation. The others are:

☐ A limited liability partnership of which you are a member or authorized to act on their behalf.

The others are: _____

Date established: _____

The current yearly turnover of your collectibles business is: ☐ Under \$50,000
☐ \$250,000–\$499,999

☐ \$50,000–\$249,999

☐ \$500,000+

The majority of your customers are: ☐ Other dealers ☐ Collectors

☐ Both: _____

Specify percentages

What period of collectibles do you sell? ☐ Modern ☐ Vintage

☐ Ancient (for coins only)

☐ All: _____

Specify percentages

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APPLICATION FORM (CONTINUED)

Your primary area of focus within our collectible category is: _____
(e.g. vintage gold coins, modern Chinese notes, Bronze Age comic books)

Your primary sales
channel is:

☐ Brick & mortar storefront

☐ Your website

☐ Online retailers (e.g., eBay)

☐ Mail order

☐ Auctions

☐ Collector Shows

☐ Other: _____

Collector shows that you regularly attend include: _____

You use the following to promote
your products:

☐ Direct mail ☐ Email marketing ☐ Word-of-mouth

☐ Social media (specify platform — Facebook, Pinterest, etc.) _____

☐ Print advertising (specify publications) _____

☐ Other: _____

Will you be accepting public submissions to NGC Hong Kong? ☐ Yes ☐ No

How did you learn about CCG and / or NGC Hong Kong?

Does your business comply with all applicable laws and regulations? ☐ Yes ☐ No

Has your business (or where you are a sole trader, you, or where you are a partnership, you or any of your partners), ever been a subject of bankruptcy, insolvency or related proceedings (including entering into a CVA, IVA or Administration Order)?

☐ Yes ☐ No (If "Yes," please explain each instance. Use an additional piece of paper if necessary.)

Are there any unresolved complaints or claims filed with the Courts or any other competent authority (including but not limited to trading standards, the Competition and Market Authority or any other relevant regulatory authority)?

☐ Yes ☐ No (If "Yes," please explain. Use an additional piece of paper if necessary.)

To the best of your knowledge, have you or any of the principals, shareholders, directors, officers, members, managers, or employees in your organization or business ever been convicted of or charged with any act or omission that constitutes or involves allegations of dishonesty, fraud, deceit or theft of property?

☐ Yes ☐ No (If "Yes," please provide complete details, including date, name of court, and disposition. Use an additional piece of paper if necessary.)

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REFERENCES

PLEASE LIST FOUR (4) COLLECTIBLES-RELATED REFERENCES WITH WHOM YOU'VE HAD BUSINESS DEALINGS FOR THE PAST YEAR OR MORE. THE SAME REFERENCES MAY APPLY FOR ALL CCG COMPANIES.

THIS SECTION MUST BE COMPLETELY FILLED OUT.
IF WRITING BY HAND, PLEASE PRINT LEGIBLY.

Name: _____
Email: _____
Company: _____
Title: _____ Phone: _____
Address: _____
Postal Code: _____ City: _____
Country: _____

For NGC Hong Kong:

Name: _____
Email: _____
Company: _____
Title: _____ Phone: _____
Address: _____
Postal Code: _____ City: _____
Country: _____

Name: _____
Email: _____
Company: _____
Title: _____ Phone: _____
Address: _____
Postal Code: _____ City: _____
Country: _____

Name: _____
Email: _____
Company: _____
Title: _____ Phone: _____
Address: _____
Postal Code: _____ City: _____
Country: _____

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PERSONAL DATA AND MARKETING MATERIALS

☐ **(Required for membership application to be processed.)** Yes, I agree that NGC Hong Kong may process my Personal Data as defined in the Privacy Policy (see NGCcoin.hk/privacy, PMGnotes.hk/privacy and ASGstamps.hk/privacy) and that NGC Hong Kong may share my Personal Data with certain third-party service providers (see NGCcoin.hk/thirdparty, PMGnotes.hk/thirdparty and ASGstamps.hk/thirdparty). I particularly agree that NGC Hong Kong may share my Personal Data with NGC Hong Kong's affiliated companies (Numismatic Guaranty Company; Numismatic Conservation Services, LLC; Paper Money Guaranty, LLC; Certified Guaranty Company, LLC; Classic Collectible Services, LLC; Certified Sports Guaranty, LLC; Authenticated Stamp Guaranty, LLC; Collectibles Authentication Guaranty, LLC; and Certified Collectibles Group, LLC) in the U.S. for the purpose of assisting NGC Hong Kong with the handling of my submission. I have the right to withdraw my consent at any time with future effect by sending an email to data@NGCcoin.hk. I am aware that if I withdraw my consent, NGC Hong Kong may no longer be able to accept my submissions.

☐ Yes, I agree that NGC Hong Kong may process my Personal Data for the purpose of sending me interesting offers regarding similar products or services of NGC Hong Kong and NGC Hong Kong's affiliated companies (Numismatic Guaranty Company; Numismatic Conservation Services, LLC; Paper Money Guaranty, LLC; Certified Guaranty Company, LLC; Classic Collectible Services, LLC; Certified Sports Guaranty, LLC; Authenticated Stamp Guaranty, LLC; Collectibles Authentication Guaranty, LLC; and Certified Collectibles Group, LLC) to my indicated email address. I have the right to withdraw my consent at any time with future effect by sending an email to data@NGCcoin.hk.

☐ Yes, I agree that NGC Hong Kong may process my Personal Data for the purpose of sending me interesting offers from third parties regarding products or services that NGC Hong Kong thinks may be of interest to me. For this purpose, NGC Hong Kong may share my email address with NGC Hong Kong's affiliated companies (Numismatic Guaranty Company; Numismatic Conservation Services, LLC; Paper Money Guaranty, LLC; Certified Guaranty Company, LLC; Classic Collectible Services, LLC; Certified Sports Guaranty, LLC; Authenticated Stamp Guaranty, LLC; Collectibles Authentication Guaranty, LLC; and Certified Collectibles Group, LLC). I have the right to withdraw my consent at any time with future effect by sending an email to data@NGCcoin.hk.

EXECUTION OF AGREEMENT

(Required for membership application to be processed.) I have read and agree to the NGC Hong Kong Terms and Conditions of Dealer Membership, Services Terms and Conditions, Privacy Policy and Credit Card Approval and Release.

Signature: _____

Printed Name: _____

Date: ____/____/____

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TERMS AND CONDITIONS OF DEALER MEMBERSHIP

These Terms and Conditions are (a) incorporated into and made a part of the "Dealer Application" to which they are attached (and which together are referred to as, "the Agreement") and (b) prevail over any inconsistent terms or conditions of the applicant or implied by law, trade custom, practice or course of dealing.

This Agreement is between the applicant (after acceptance referred to in these Terms and Conditions as the "Authorized Dealer") and NGC Hong Kong Limited ("NGC Hong Kong"). By completing the Dealer Application and submitting it to NGC Hong Kong you are applying to become an Authorized Dealer. Nothing in this Agreement obliges NGC Hong Kong to accept your application to become an Authorized Dealer.

- 1. ACCEPTANCE AS AUTHORIZED DEALER.** If NGC Hong Kong accepts applicant as "Authorized Dealer," then Authorized Dealer, by signing below, agrees (i) that the terms of the Agreement apply to the Authorized Dealer's membership of NGC Hong Kong; and (ii) to be bound by and comply with the procedures and rules of NGC Hong Kong governing submission of coins, paper money, comic books, magazines and other collectibles (the "Collectibles") for grading, conservation, and restoration services (the "Services"), as the same may be prescribed or changed from time to time.
- 2. USE OF NAME** NGC Hong Kong and its affiliated companies (which include, but are not limited to, Numismatic Guaranty Company ("NGC"), a Florida, USA, limited liability company; Numismatic Conservation Services, LLC ("NCS"), a Florida, USA, limited liability company; Paper Money Guaranty, LLC ("PMG"), a Florida, USA, limited liability company; Certified Guaranty Company, LLC ("CGC"), a Florida, USA, limited liability company; Classic Collectible Services, LLC ("CCS"), a Florida, USA, limited liability company; Certified Sports Guaranty, LLC ("CSG"); a Florida, USA, limited liability company; Authenticated Stamp Guaranty, LLC ("ASG"), a Florida, USA, limited liability company; and Collectibles Authentication Guaranty, LLC ("CAG"), a Florida, USA, limited liability company (together, the "CCG Companies") may use the Authorized Dealer's name in periodic advertising in print and other advertising media with the Authorized Dealer's permission, which will not be unreasonably withheld or delayed.
- 3. OTHER CCG COMPANIES.** Authorized Dealer acknowledges that this Dealer Application Form & Agreement consists of an application form only for NGC Hong Kong. If Authorized Dealer wishes to submit Collectibles directly to a CCG Company or a foreign affiliate of a CCG Company, Authorized Dealer must submit a separate application which incorporates the then-current terms and conditions of that CCG Company or its foreign affiliate, as applicable. Authorized Dealer further acknowledges and agrees that NGC Hong Kong and each CCG Company is a distinct and independent company that offers and separately provides different types of services for specific types of collectibles. Authorized Dealer hereby acknowledges and agrees that neither NGC Hong Kong nor any CCG Company shall have any liability whatsoever for any act or omission of the other, and to the maximum extent permitted by law, Authorized Dealer hereby irrevocably waives any such claim against NGC Hong Kong or any CCG Company arising out of the act or omission of the other.
- 4. TERMINATION.** NGC Hong Kong may immediately terminate this Agreement if the Authorized Dealer (i) fails or refuses to make timely and/or proper payment of any sums or financial obligations to NGC Hong Kong or any of the CCG Companies within fifteen (15) days of its receipt of written notice of such obligation from NGC Hong Kong or a CCG Company (ii) is charged with or becomes a party to any criminal offence, civil proceedings, regulatory action or proceedings or other proceeding in which Authorized Dealer or any of its principals, shareholders, directors, officers, members, managers, agents, or employees is accused of or charged with any act or omission that constitutes or involves allegations of dishonesty, fraud, deceit, theft of property (iii) takes any step or action in connection with entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or (iv) engages in any activity or any conduct, act, or omission that in NGC Hong Kong or a CCG Company's sole and exclusive discretion (without regard to reasonableness) threatens the reputation of or sheds a negative or disparaging light on Authorized Dealer, NGC Hong Kong or any CCG Company and/or the Collectibles industry(ies). Additionally, this Agreement may be terminated for any reason by either party upon fifteen (15) days' written notice to the other party.
- 5. CONSEQUENCES OF TERMINATION.** On termination of this Agreement for any reason (i) the Authorized Dealer's membership shall automatically cease; and (ii) the Authorized Dealer shall immediately pay all sums owing to NGC Hong Kong and the CCG Companies.
- 6. REJECTION OF SUBMISSIONS.** NGC Hong Kong hereby reserves the right in its sole and exclusive discretion, which may be exercised for any reason, without regard to reasonableness, to reject any item submitted to it for Services.
- 7. STATUS OF AUTHORIZED DEALER.** Authorized Dealer shall at all times be an independent contractor and nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute the Authorized Dealer an agent of NGC Hong Kong for any purpose whatsoever. Authorized Dealer shall have no authority to bind NGC Hong Kong to any commitments or agreement or to make any public or private statement of corporate policy or intentions with respect to matters connected with the Services or otherwise.
- 8. INDEMNITY.** Authorized Dealer shall indemnify and hold NGC Hong Kong and all of its affiliates (including, without limitation, the CCG Companies), and all of its and their respective principals, shareholders, directors, officers, members, managers, agents, or employees, harmless from and against all claims, liabilities, and expenses of any type or nature whatsoever (including reasonable legal fees) relating to or arising under this Agreement, and the transactions contemplated hereunder, except to the extent same are finally determined by a Court of law to have resulted primarily from the bad faith or willful misconduct of NGC Hong Kong or its affiliate.
- 9. NO LIMIT OF LIABILITY.** Nothing in this Agreement shall limit or exclude NGC Hong Kong's liability for (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be limited or excluded by applicable law.

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TERMS AND CONDITIONS OF DEALER MEMBERSHIP (CONTINUED)

10. **EXCLUSION OF LIABILITY.** Save as set out in clause 9, in no event shall NGC Hong Kong or any CCG Company or any of their affiliates, or any of its or their respective principals, shareholders, directors, officers, members, managers, agents, or employees, be liable to Authorized Dealer or any other party whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of or damage to goodwill; (f) loss of use or corruption of software, data or information; or (g) any indirect or consequential or exemplary damages, even if advised of the possibility of such damages.
11. **LIMIT OF LIABILITY.** Save as set out in clause 9, in no event shall the aggregate liability of NGC Hong Kong, its affiliates, or any of its or their respective principals, shareholders, directors, officers, members, managers, agents, or employees, exceed the fees paid or payable to NGC Hong Kong by Authorized Dealer for the Services in relation to which the act or omission giving rise to the liability occurred.
12. **GUARANTEE.** Save as set out in clause 9, Authorized Dealer's sole and exclusive remedy, and NGC Hong Kong's sole liability with respect to any of its Services shall be pursuant to the applicable written Guarantee (NGCcoin.hk/guarantee, PMGnotes.hk/guarantee or ASGstamps.hk/guarantee), if any, offered in connection with such Service, and to the extent permitted by law the Authorized Dealer hereby irrevocably disclaims, releases and abandons all other rights and remedies in law or equity, and NGC Hong Kong hereby disclaims all other warranties or guaranties, express or implied, including without limitation the implied warranties or merchantability and fitness for a particular purpose.
13. **COLLECTOR MEMBERSHIP.** Authorized Dealer hereby acknowledges and agrees that it is not eligible for paid collector membership with NGC Hong Kong or any of the CCG Companies. In the event Authorized Dealer becomes, or attempts to become, a collector member of NGC Hong Kong or any of the CCG Companies, NGC Hong Kong may immediately revoke Authorized Dealer's membership.
14. **ENTIRE AGREEMENT.** This Agreement, together with the relevant Guarantees, the NGC Hong Kong Privacy Policy, NGC Hong Kong's Terms of Web Site Use, the NGC Hong Kong Services Terms & Conditions, and any related Submission Forms, constitutes the entire agreement between Authorized Dealer on the one hand, and NGC Hong Kong on the other and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Authorized Dealer acknowledges that in entering into the Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Authorized Dealer agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.
15. **VARIATION AND PRIORITY.** This Agreement may only be amended or modified by NGC Hong Kong providing 15 days' written notice to Authorized Dealer; provided that (a) in the event of a conflict between the terms of this Agreement, the relevant Guarantee, and any related Submission Forms, the terms of the relevant Guarantee and the related Submission Forms will control, and (b) in the event of a conflict between the terms of the relevant Guarantee and any related Submission Forms, the terms of the relevant Guarantee will control.
16. **WAIVER.** A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
17. **SEVERANCE.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.
18. **THIRD PARTY RIGHTS.** (a) Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement; and (b) The rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.
19. **ASSIGNMENT.** NGC Hong Kong may assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement. Authorized Dealer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
20. **GOVERNING LAW.** The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Hong Kong, China.
21. **JURISDICTION.** Each party irrevocably agrees that the courts of Hong Kong, China shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

I hereby agree to the terms and conditions above and certify that the information provided on my dealer application is true, accurate and complete.

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SERVICES TERMS AND CONDITIONS

This document sets out the terms and conditions on which NGC Hong Kong Limited ("NGC Hong Kong") provides grading services (in the case of coins, banknotes, and stamps) or conservation (in the case of coins) (together, "Services").

You are not eligible to order Services from NGC Hong Kong unless you are already a collector or dealer member of NGC Hong Kong.

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply Services to you.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1.3 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business (i.e. a dealer) or consumer. You are a consumer if:

- You are an individual.
- You are ordering Services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

1.4 Entire agreement. If you are a business customer, the applicable Guarantee (NGCcoin.hk/guarantee, PMGnotes.hk/guarantee, or ASGstamps.hk/guarantee), these terms, the NGC Hong Kong Terms and Conditions of Dealer Membership (NGCcoin.hk/dealerterms) and the applicable NGC Hong Kong Submission Form constitute the entire agreement between us in relation to our services. In the event of any conflict or ambiguity between these various documents the documents shall have priority in the order listed with the applicable Guarantee prevailing over these terms, the NGC Hong Kong Terms and Conditions of Dealer Membership and the applicable NGC Hong Kong Submission Form; and these terms prevailing over the NGC Hong Kong Terms and Conditions of Dealer Membership and the applicable NGC Hong Kong Submission Form. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are NGC Hong Kong Limited, a company registered in Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong, China"). Our company registration number is 1953350 and our registered office is at 1208-1210, 12/F, The Gateway, Tower 1, Harbour City, Kowloon, Hong Kong, China.

2.2 How to contact us. You can contact us by telephoning our customer service team on +852 2115 3639 or by writing to us at Service@NGCcoin.hk or at 1208-1210, 12/F, The Gateway, Tower 1, Harbour City, Kowloon, Hong Kong, China.

2.3 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Submission Form.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 How we will accept your order. Our acceptance of your order (i.e. submission) will take place when we receive your collectible(s) along with a completed NGC Hong Kong Submission Form, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will usually not charge you for our Services. This might be because you are not a member of NGC Hong Kong, because you have incorrectly filled out the Submission Form or because of unexpected limits on our resources which we could not reasonably plan for.

3.3 Non-compliant submissions. Note that we reserve the right to reject any items submitted for our Services where the submitted items do not comply with our current standards and procedures set out on our websites. Where this applies we will usually still charge you for our Services. This is because even items that are ultimately rejected must still be received, tracked and examined.

3.4 Your order number. Your order number (i.e. submission number) is the number that appears in the upper right corner of the NGC Hong Kong Submission Form. If we need to assign a different order number to your submission we will tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

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SERVICES TERMS AND CONDITIONS (CONTINUED)

3.5 Membership of NGC Hong Kong. You must be a collector or dealer member of NGC Hong Kong to submit collectibles to us. We cannot provide our Services to you if you are not a member or if your membership has been suspended for any reason.

3.6 These terms only applicable to NGC Hong Kong. These terms are solely for submissions to NGC Hong Kong.

3.7 Up-to-date Submission Form. These terms and our Submission Form are updated from time-to-time and it is therefore important that you use an up-to-date version of our Submission Form.

4. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the Services you have ordered, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the Services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5. OUR RIGHTS TO MAKE CHANGES

5.1 Minor changes to the Services. We may change our Services:

- (a) to reflect changes in relevant laws and regulatory requirements where those changes do not have a materially adverse effect on the Services that we offer you; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not materially affect the Services that we offer you.

5.2 More significant changes to our Services and these terms. If you have submitted collectibles for Services for which they do not qualify, we may change the Services and charge any additional grading, conservation and / or Services fees. If we need to change the Services because we are unable to offer the Services requested, we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for the portion of the Services paid for but has not yet been provided. We reserve the right to amend these terms and conditions from time to time at our sole discretion. By continuing to use our Services following any new amendment, you will be deemed as accepting the amended terms.

5.3 Appearance Review. Regardless of the particular Services you requested for submitted collectibles, we reserve the right to convert any submission into an Appearance Review.

6. PROVIDING OUR SERVICES

6.1 What will we do? We will use commercially reasonable efforts to perform the Services in accordance with the then-current description of the Services that you select as set out on our website.

6.2 Your responsibilities. It is important that you complete all submission information on the Submission Form as completely and as accurately as possible and that you provide us with as accurate a figure for the market value of the item as possible. If we reasonably believe that the items are undervalued, then we reserve the right to charge the fees appropriate based on what we believe to be the fair market value of the item.

6.3 Our fees and other charges. The costs of our Services will depend on the Services that you order and these together with any other fees such as shipping fees are set out on our website and the Submission Form. If items are undervalued and / or submitted for Services for which they do not qualify, we reserve the right to change our fees accordingly. Where that happens, we will try to tell you about any changes in advance but that may not always be possible because the nature of our Services means that some or all of the Services may have been performed before we realise that a different price is applicable.

6.4 When we will provide the Services. We will begin the Services on the date we accept your order. The estimated completion date for the Services will be as set out on our websites or as told to you during the order process.

6.5 We are not responsible for delays outside our control. If our supply of the Services is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

6.6 Reasons we may suspend our Services to you. We may have to suspend the supply of a Service to:

- (a) deal with technical problems or make minor technical changes;

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SERVICES TERMS AND CONDITIONS (CONTINUED)

- (b) update our Services to reflect changes in relevant laws and regulatory requirements;
 - (c) if your membership with NGC Hong Kong is suspended for any reason.
- 6.7 Your rights if we suspend our Services.** We will contact you in advance to tell you we will be suspending our Services to you, unless the problem is urgent or an emergency. You may contact us to end the contract for our Services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 90 days and we will refund any sums you have paid in advance in respect of any Services that you have not received.
- 6.8 We may also suspend our Services if you do not pay.** If you do not pay us for the Services when you are supposed to (see clause 17.3) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend our Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending the Services. We will not suspend our Services if there is a reasonable dispute about an unpaid amount (see clause 17.6). As well as suspending our Services we can also charge you interest on your overdue payments (see clause 17.5) or end the contract (see clause 13.1(a)).
- 6.9 Your items if payment in full is not made.** We reserve the right not to return any collectibles that you have submitted to us until payment is made in full. Where payment is overdue for 180 days or more (and for which you have not reasonably disputed the amount due) you grant us a security interest in your items and agree that we may sell some or all of your items to cover our unpaid fees. We will provide you with as much notice as possible before we sell your items and we will return to you any money raised from such a sale over and above the amount due to us (including, without limitation, any interest that has built up and our reasonable expenses of making the sale). In addition to such security interest, NGC Hong Kong or the CCG Companies may hold any property submitted by you to any of the CCG Companies until you have paid in full all outstanding balances, regardless of whether such balances are related to submissions to NGC Hong Kong or a different CCG Company.

7. HOW WE PROVIDE OUR SERVICES

- 7.1 Sending your items outside of Hong Kong, China.** The provision of certain Services may require us to send your items to one of our affiliated companies within the Certified Collectibles Group of companies (the "CCG Companies") outside of Hong Kong, China. The CCG Companies include, without limitation, Numismatic Guaranty Company ("NGC"), a Florida, USA, limited liability company; Numismatic Conservation Services, LLC ("NCS"), a Florida, USA, limited liability company; Paper Money Guaranty, LLC ("PMG"), a Florida, USA, limited liability company; and Authenticated Stamp Guaranty, LLC ("ASG"), a Florida, USA, limited liability company.
- 7.2 Shipping of your items.** Where it is necessary for us to send your items out of Hong Kong, China they will be shipped to the appropriate CCG Company for grading and / or conservation and then shipped back to us.
- 7.3 Insurance for your items.** You are liable for all risk or damage to items until they are received and inspected by us and it is therefore your responsibility to insure them for loss or damage in transit to us. Where we ship items outside of Hong Kong, China to one of the other CCG Companies we will ensure that they are insured against loss or damage in transit from NGC Hong Kong to a CCG Company and from a CCG Company to NGC Hong Kong based on the value that you declare on our Submission Form. If you wish us to send your items to you (rather than collect them from us) then this will be at your own risk and it is your responsibility to arrange appropriate insurance.
- 7.4 Lost or damaged items.** We will use reasonable care with respect to items submitted to us. However, in the event that an item is lost or damaged while in our possession or while being shipped between NGC Hong Kong and a CCG Company, we will compensate you based upon our good faith determination of the fair market replacement value of the item, in light of what we believe to be reliable current market information, except as described in clauses 7.5, 7.6, 8.2, 8.3 and 8.4 below. The amount of the compensation will be limited to the LESSER of the actual current fair market value as reasonably determined solely by NGC Hong Kong or its affiliate or the submitter's declared value.
- 7.5 Damage to fragile items.** You acknowledge that certain items may be more susceptible to damage due to the state in which they are provided by you to us (for example, items that are worn, fragile, or brittle). Fragile items include coins with additive applications (such as colorized coins or coins with embedded jewels or enamel), coins encapsulated in holders other than NGC or PCGS holders, paper money encapsulated in holders other than PMG holders, and stamps encapsulated in holders other than ASG holders. Our only obligation is to use reasonable care with respect to such items and no compensation shall be paid in such cases.
- 7.6 No insurance for customs confiscation or seizure.** We are not able to insure your items against confiscation or seizure by customs authorities and we are therefore not able to reimburse you for the loss of your goods in the extremely rare event that they are seized or confiscated by customs.
- 7.7 Reliance on submitter declared value.** You acknowledge that we may rely on the declared value of the item(s) set out on the Submission Form for example on customs or mailing forms.

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SERVICES TERMS AND CONDITIONS (CONTINUED)

7.8 IF YOU ARE A BUSINESS. This clause 7.8 only applies if you are a business. You agree to indemnify, defend and hold us and our affiliates, and all of our and their respective employees, officers, directors and agents, harmless from and against all claims, liabilities and expenses (including reasonable legal costs) relating to or arising directly or indirectly from our reliance on the declared value of an item on the Submission Form as set out in clause 7.7.

8. LIMITATIONS ON OUR SERVICES

8.1 Limits on our Services. The nature of the items submitted to us for grading and/or conservation means that we have to place some limits on our Services. We try to keep these limits to a minimum so as to provide you with the best service possible, but those limits are as follows:

8.2 No grade protection for NCS conservation Services. We do not provide grade protection or any type of guarantee for collectibles submitted to us until after they have been graded and encapsulated by us. You acknowledge that the Services provided by NCS with respect to a submitted item may result in a lower grade or no grade subsequently being assigned to such item by a grading company.

8.3 IF YOU ARE A BUSINESS. This clause 8.3 only applies if you are a business. If you submit a coin for NCS Services, you waive any right to assert any form of legal claim against us (and any affiliates, divisions, subsidiaries or other corporately related entities, and our and their respective officers, directors, employees, agents and assigns) with respect to a lower grade or no grade subsequently being assigned to such coin by a grading company, unless caused solely by our gross negligence or willful misconduct.

8.4 Removing a collectible from its holder. In the event the Services involve removing a collectible from its holder (other than in the case of coins encapsulated in NGC or PCGS holders, banknotes encapsulated in PMG holders, or stamps encapsulated in ASG holders) you agree to release, waive, and discharge us and our affiliates and each of our and their directors, officers, agents and employees (all for the purposes herein referred to as "Releasees") from all liability to you and your assigns, and covenants not to sue any Releasees with regard to any and all loss or damage arising out of our (or any Releasee's) efforts to fulfill your request to remove the collectible from the holder, unless such loss or damage is caused by our gross negligence or willful misconduct, it being understood that the holder is designed to be tamper-evident and to make removal of the collectible from the holder extremely difficult and that there is a significant inherent risk in any attempt to remove a collectible from a holder.

8.5 Third Party Items. If you are a dealer submitting on behalf of a third-party customer, you represent and warrant that you are duly authorized to act on your customer's behalf in any and all matters relating to the submission, including, but not limited to, the declared value of such collectibles.

9. OUR GUARANTEE

9.1 We provide our Services under our contract with you in accordance with the applicable guarantee (the "Guarantee"), which can be found at NGCcoin.hk/guarantee, PMGnotes.hk/guarantee, or ASGstamps.hk/guarantee. You should refer to the applicable Guarantee to understand the benefits and protections afforded to you as well as the applicable limitations.

9.2 IF YOU ARE A CONSUMER. This clause 9.2 only applies if you are a consumer. The Guarantee does not affect your statutory rights as a consumer and is provided in addition to your rights as a consumer.

9.3 IF YOU ARE A BUSINESS. This clause 9.3 only applies if you are a business. Our sole and exclusive liability and your sole and exclusive remedy for our failure to comply with our obligations under these terms and conditions shall be pursuant to the applicable Guarantee. Except for any express warranties set forth in these terms and conditions, and to the fullest extent permissible by law we disclaim any and all warranties, express or implied, relating to the Services, including but not limited to the warranties of merchantability and fitness for a particular purpose.

10. IMAGE AND INTELLECTUAL PROPERTY RIGHTS

10.1 Rights in images of your items. You agree that all worldwide rights to use, reproduce and distribute images made by us or any of our group companies any collectibles submitted by you in any media, including without limitation, print, video, Internet, catalogues or other publications, belong to us or our appropriate group company, as applicable. Such rights shall extend to any technology now known or which may become known in the future.

10.2 Rights to compile and use data. You agree that we may compile data relating to items submitted by you and you agree that we shall have the irrevocable, non-exclusive, perpetual, unlimited, royalty-free right and license to use and commercialize such data for any purpose.

10.3 IF YOU ARE A BUSINESS. This clause 10.3 only applies if you are a business. You agree that if, as a result of our use of imaged material as set out above, any releases, authorisations, consents, payments and/or licenses are required from any third party, then you shall be fully responsible for any such releases, authorisations, consents, payments and/or licenses and you further agree to hold us and all of our group companies harmless from and against any losses, costs, claims, judgments, damages and expenses arising from your breach of these obligations.

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SERVICES TERMS AND CONDITIONS (CONTINUED)

11. YOUR RIGHTS TO END THE CONTRACT

11.1 You can always end your contract with us. Your rights when you end the contract will depend on the Services that you requested, whether the Services were faulty or misdescribed, when you decide to end the contract and whether you are a consumer (i.e. collector) or business customer (i.e. dealer):

(a) **If the Services that were performed were faulty or misdescribed, you may have a legal right to end the contract** or to get the Services re-performed or to get some or all of your money back), see clause 15 if you are a consumer and clause 16 if you are a business;

(b) **If you want to end the contract because of something we have done or have told you we are going to do**, see clause 11.2;

11.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below, the contract will end immediately and we will refund you in full for any Services which have not been provided and you may also be entitled to compensation. The reasons are:

(a) we have told you about an upcoming change to the Services or these terms which you do not agree to (see clause 5.2);

(b) we have told you about an error in the price or description of our Services and you do not wish to proceed;

(c) there is a risk that supply of our Services may be significantly delayed because of events outside our control;

(d) supply of our Services has been suspended for technical reasons, or we notify you that we are going to suspend them for technical reasons, in each case for a period of more than 90 days; or

(e) you have a legal right to end the contract because of something we have done wrong.

11.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for Services bought by mail order you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

11.4 How long do consumers have to change their minds? Subject to clause 11.5, consumers have 14 days after the day we email you to confirm we accept your submission; provided that, if you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind. Note the nature of our Services means that if you cancel once the Services have been commenced it is likely that the full value of the Services will have been incurred and you will be charged for the full value.

11.5 When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply once our Services have been completed, even if the cancellation period is still running.

12. HOW TO END THE CONTRACT WITH US

12.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

(a) **Phone or email.** Call Customer Service on +852 2115 3639 or email us at Service@NGCcoin.hk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

(b) **By post.** Print off the form at Schedule 1 to these terms and conditions and post it to us at the address on the form. Or simply write to us at that address, including details of what Services you ordered, when you ordered them and your name and address.

12.2 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for our Services, by the method you used for payment. However, we may make deductions from the price, as described below.

12.3 When we may make deduction from refunds. The amount of deduction will be in proportion to what Services have been provided, in comparison with the full coverage of the contract. Note that the nature of our Services means that if you cancel once Service have been commenced it is likely that the full value of the Services will have been incurred and you will be charged for the full value.

12.4 When your refund will be made. We will make any refund due to you as soon as possible.

13. OUR RIGHTS TO END THE CONTRACT

13.1 We may end the contract if you break it. We may end the contract for our Services at any time by writing to you if:

(a) you do not make any payment to NGC Hong Kong or any CCG Company when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

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SERVICES TERMS AND CONDITIONS (CONTINUED)

- (b) you do not comply with the terms and conditions applicable to particular submission types and Services which can be found on our website;
- (c) you are no longer a member of NGC Hong Kong or your membership is suspended;
- (d) you commit or we have reasonable grounds to believe that you have committed fraud, or any other offence involving deceit or dishonesty;
- (e) you use or attempt to use our Services to deprive another member of his or her property;
- (f) your conduct brings or threatens to bring us or our affiliates into disrepute or otherwise exposes or threatens to expose us or our affiliates to legal or regulatory action;
- (g) in our reasonable opinion your behaviour is abusive or inappropriate towards our staff or the staff of any of our affiliates; or
- (h) if we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, pursuant to clause 17.3.

13.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 13.1 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

13.3 We may withdraw our Services. We may write to you to let you know that we are going to stop providing our Services. We will let you know at least 28 days in advance of our stopping the supply of our Services. In those circumstances we will try to fulfil any orders that you have already placed but if we cannot we will refund any sums you have paid in advance for Services which will not be provided.

14. IF THERE IS A PROBLEM WITH OUR SERVICES

- 14.1 How to tell us about problems.** If you have any questions or complaints about our Services, please contact us using the contact information in clause 2.2.
- 14.2 Clerical Errors.** You agree to return to us, at our expense, any item bearing a clerical error for which Services have been provided by us. We will, at our expense, correct the clerical error and return the corrected item to you.
- 14.3 IF YOU ARE A BUSINESS. This clause 14.3 only applies if you are a business.** You agree to indemnify, defend and hold us and our affiliates, and all of our and their respective employees, officers, directors and agents, harmless from and against all claims, liabilities and expenses (including reasonable attorney's fees) relating to or arising directly or indirectly from your failure to comply with clause 14.2.

15. YOUR RIGHTS IN RESPECT OF DEFECTIVE SERVICES IF YOU ARE A CONSUMER

- 15.1** If you are a consumer we are under a legal duty to supply Services that are in conformity with this contract.

16. YOUR RIGHTS IN RESPECT OF DEFECTIVE SERVICES IF YOU ARE A BUSINESS

- 16.1** If you are a business customer then your rights in relation to our Services are as set out in the applicable Guarantee (see clause 9).
- 16.2** It is your obligation to inspect all items immediately upon receipt from us. We shall have no liability for any damage or errors unless reported to us within fourteen (14) days of your receipt of the items.

17. PRICE AND PAYMENT

- 17.1 Where to find the price for your Services.** The price of the Services that you have ordered will be the price indicated on the Submission Form you have used when you placed your order. We take all reasonable care to ensure that the price of the Services advised to you is correct. However please see clause 17.2 for what happens if we discover an error in the price of the Services you order.
- 17.2 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Services we offer may be incorrectly priced. We will normally check prices before accepting your order so that, where the Services' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Services' correct price at your order date is higher than the price stated to you due to our fault, we will contact you for your instructions before we accept your order and you will have the right to end the contract pursuant to clause 11.2(b). If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

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SERVICES TERMS AND CONDITIONS (CONTINUED)

17.3 When you must pay and how you must pay. We accept payment by wire transfer and Visa, Mastercard and American Express. You must pay for any Services that you order before we start providing them and, if you are paying by credit card, you agree that we may charge the credit card you provide on the Submission Form with all Service fees on receipt of the Submission Form, regardless of the final grading opinion provided or Services provided.

17.4 Our right of set-off if you are a business customer. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

17.6 We can charge interest if you pay late. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of HSBC Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

17.7 What to do if you think an invoice is wrong. If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest on the amount reasonably disputed until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

18. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

18.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

18.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to our Services.

18.3 We are not liable for business losses. If you are a consumer, we only supply the Services for to you for domestic and private use. If you use our Services for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 19.

19. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

19.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

19.2 Subject to clause 19.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, business interruption, loss of business opportunity or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the amount payable by you for our Services as set out on the Submission Form.

20. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we may use your personal information. We will only use your personal information as set out in our Privacy Policy ([ASGstamps.hk/privacy](https://www.asgstamps.hk/privacy)).

21. OTHER IMPORTANT TERMS

21.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation at any time without your consent, but we will always tell you in writing if this happens (either before or after) and we will ensure that the transfer will not affect your rights under the contract.

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SERVICES TERMS AND CONDITIONS (CONTINUED)

- 21.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 21.3 **Nobody else has any rights under this contract.** Except as otherwise expressly stated in this agreement, a person who is not a party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (CAP.623) of the Laws of Hong Kong, China to enforce or enjoy the benefit of any terms of this agreement.
- 21.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 21.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.
- 21.6 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by the law of Hong Kong, China and you can bring legal proceedings in respect of the Services in the courts of Hong Kong, China.
- 21.7 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Hong Kong, China and the courts of Hong Kong, China shall have exclusive jurisdiction to settle any such dispute or claim.
- 21.8 **Prevailing Language.** These terms have been translated into Chinese. If there is any inconsistency or ambiguity between the English version and the Chinese version, the English version shall prevail.

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SCHEDULE 1

MODEL CANCELLATION FORM FOR CONSUMER CUSTOMERS

(Complete and return this form only if you wish to withdraw from the contract)

To NGC Hong Kong Limited, Suite 1208-10, 12/F, Tower 1, The Gateway, Harbour City, 25 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong, China

TELEPHONE NUMBER: (+852) 2115 3639

FAX NUMBER: (+852) 2115 3783

E-MAIL ADDRESS: Service@NGCcoin.hk

[I/We] hereby give notice that [I/We] cancel [my/our] contract for the following Services:

NGC Hong Kong Membership No.: [] **NGC Hong Kong Submission / Order No.:** [] **Ordered on:** [],

Name of consumer(s): _____

Address of consumer(s): _____

Signature of consumer(s) (only if this form is notified on paper): _____

Date: ____ / ____ / ____

[*] Delete as appropriate

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PRIVACY POLICY

NGC Hong Kong respects your privacy and is committed to protecting your personal data. This privacy policy will inform you as to how we look after your personal data and tell you about your privacy rights and how the law protects you.

This privacy policy is provided in a layered format so you can click through to the specific areas set out below. Please also use the Glossary to understand the meaning of some of the terms used in this privacy policy.

1. IMPORTANT INFORMATION AND WHO WE ARE

Purpose of this privacy policy

This privacy policy is provided by NGC Hong Kong in accordance with the Personal Data (Privacy) Ordinance (Cap. 486) of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong, China"). It aims to give you information on how NGC Hong Kong collects and processes your personal data when you become a member, when you use our services and when you use this website.

It is important that you read this privacy policy together with any other privacy policy or fair processing policy we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy policy supplements the other policies and is not intended to override them.

Controller

NGC Hong Kong Limited acts as a data controller / data user and responsible for your personal data (referred to as "NGC Hong Kong", "we", "us" or "our" in this privacy policy).

Changes to the privacy policy and your duty to inform us of changes

This version was last updated on March 29, 2019.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

Third-party links

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy policy of every website you visit.

2. THE DATA WE COLLECT ABOUT YOU

Personal data, or personal information, means any information about an individual from which that individual can be directly or indirectly identified. It does not include data where the identity has been removed (anonymous data).

- **Identity Data** includes first name, last name, username, membership number or similar identifier, title, date of birth and (for Authorized Dealer applicants) affiliated organizations and official capacities held.
- **Contact Data** includes billing address, delivery address, email address and telephone numbers.
- **Financial Data** includes bank account and payment card details.
- **Transaction Data** includes details about payments to and from you and other details of products and services you have purchased from us.
- **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website.
- **Profile Data** includes your username and password, the level of your membership, purchases or orders made by you, your interests, preferences, feedback and survey responses.
- **Usage Data** includes information about how you use our website, products and services.
- **Marketing and Communications Data** includes your preferences in receiving marketing from us and our third parties and your communication preferences.
- **User Contribution Data** includes information about you and which is posted on message boards, chat rooms or other message areas, the NGC Registry, PMG Registry or CGC Registry or in feedback.

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PRIVACY POLICY (CONTINUED)

- **Verification Data** (for Authorized Dealer applicants) includes details of any existing or past bankruptcy, insolvency or receivership proceedings, complaints filed with courts or other authorities against your business, or criminal offences and convictions held by you or your organisation's principals, shareholders, directors, officers, members, managers or employees.
- **Referee Data** (for Authorized Dealer applicants) includes name, address, phone number and affiliated companies of any nominated referees.
- **Aggregated Data** includes statistical or demographic data for any purpose. Aggregated Data may be derived from your Personal Data.

If you fail to provide personal data

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, when you apply to become a member or to use our services). In this case, we may not be able to accept your application for membership or to provide you with our services or comply with any laws or guidelines issued by regulatory or other authorities but we will notify you if this is the case at the time.

3. HOW IS YOUR PERSONAL DATA COLLECTED

We use different methods to collect data from and about you including through:

- **Direct interactions.** You may give us your Identity, Contact and Financial Data by filling in forms (for example our Membership or Submission Forms) or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
 - apply to become a member;
 - submit any items to us
 - create an account on our website;
 - subscribe to our service or publications;
 - request marketing to be sent to you;
 - enter a competition, promotion or survey; or
 - give us some feedback; or
 - contact us in any way or form.
- **Automated technologies or interactions.** As you interact with our website, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. Please see [NGCcoin.hk/legal/cookie-policy/](https://ngccoin.hk/legal/cookie-policy/) for further details.
- **Third parties or publicly available sources.** We may receive personal data about you from various third parties and public sources as set out below:
 - Technical Data from the following parties:
 - (a) Search providers or analytics providers such as Google based outside Hong Kong, China;
 - (b) Contact, Financial and Transaction Data from providers of technical, payment and delivery services such as Authorize.net based outside Hong Kong, China.
 - (c) Advertising networks such as MailChimp, Facebook, Instagram and Digital Remedy based outside Hong Kong, China.
 - (d) Identity and Contact Data from publicly available sources such as Companies Registry and the Land Registry based inside Hong Kong, China.
 - (e) Identity and Contact Data from the CCG Companies based outside of Hong Kong, China.
 - (f) User Contribution Data from other members or users of our website based both inside and outside of Hong Kong, China.
 - (g) Referee Data from applicants for our Authorized Dealer membership who nominate you as a reference on their application form.

DEALER MEMBERSHIP APPLICATION & AGREEMENT

for membership in the dealer network of NGC Hong Kong Limited (NGC Hong Kong) and its Affiliated Companies.



PRIVACY POLICY (CONTINUED)

4. HOW WE USE YOUR PERSONAL DATA

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract, we are about to enter into or have entered into with you.
- Where we need to collect outstanding fees from you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

Purposes for which we will use your personal data

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data.

Purpose / Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To process your application to become a member and to register you as a new member	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Marketing and Communications	(a) Performance of a contract with you (b) Necessary for our legitimate interests (for the administration of our business)
To process and fulfill your submissions and orders including: (a) Manage payments, fees and charges (b) Collect and recover money owed to us	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Marketing and Communications (f) Verification	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to recover debts due to us) (c) Necessary to comply with a legal obligation
To manage our relationship with you which will include: (a) Notifying you about changes to our terms or privacy policy (b) Asking you to leave a review or take a survey	(a) Identity (b) Contact (c) Profile (d) Marketing and Communications	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products / services)
To provide you with website features and functionality such as message boards, chat rooms or other message areas or the ability to leave feedback for other users.	(a) Identity (b) Profile (c) User Contributions	(a) Performance of a contract with you (b) Necessary for our legitimate interests (for the administration of our website)
To enable you to partake in a prize draw, competition or complete a survey	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to study how customers use our products / services, to develop them and grow our business)

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PRIVACY POLICY (CONTINUED)

Purpose / Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity (b) Contact (c) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation
To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications (f) Technical	Necessary for our legitimate interests (to study how customers use our products / services, to develop them, to grow our business and to inform our marketing strategy)
To use data analytics to improve our website, products / services, marketing, customer relationships and experiences	(a) Technical (b) Usage	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about goods or services that may be of interest to you	(a) Identity (b) Contact (c) Technical (d) Usage (e) Profile	Necessary for our legitimate interests (to develop our products / services and grow our business)
To provide your personal data to our auditors, our insurers, our bankers or our legal advisors inside and or outside Hong Kong, China for accounting or compliance purposes	All data as specified in section 2 above	(a) Necessary for our legitimate interests (b) Necessary to comply with the legal obligation where this is required or permitted by law, regulation or an order from the court
To provide your personal data where this is required or permitted by law, regulation or an order from the court.	All data as specified in section 2 above	Necessary to comply with the legal or regulatory obligation where this is required or permitted by law, regulation or an order from the court

Marketing

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising. We have established the following personal data control mechanisms:

Promotional offers from us

You will receive marketing communications from us if you have requested information from us, are or have applied to be a member or have purchased goods or services from us or if you provided us with your details when you entered a competition or registered for a promotion and, in each case amounts to consent if you have not opted out of receiving that marketing material.

Promotional offers from third parties sent by us

We may send promotional offers from third parties to you if you have provided your express opt-in consent for these marketing communications. These emails are sent by us on behalf of third parties and none of your personal data is shared with any company outside the CCG Companies for these marketing purposes.

By accepting the terms of this agreement, you have explicitly given your consents for us to use your personal data for direct marketing purposes including but not limited to promotional offers from us and from third parties sent by us.

Opting out

You can ask us to stop sending you marketing messages at any time by contacting us at [NGCcoin.hk/contact/](https://ngccoin.hk/contact/) at any time.

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PRIVACY POLICY (CONTINUED)

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of your membership with us, a submission or a product / service purchase.

Cookies

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. For more information about the cookies we use, please see our cookie policy at [NGCcoin.hk/legal/cookie-policy/](https://ngccoin.hk/legal/cookie-policy/)

Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us at [NGCcoin.hk/contact/](https://ngccoin.hk/contact/)

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

5. DISCLOSURES OF YOUR PERSONAL DATA

We may have to share your personal data with the parties set out below for the purposes set out in the table in paragraph 4 above.

- Internal Third Parties as set out in the <https://www.ngccoin.hk/privacy-policy/#glossary>
- External Third Parties as set out in the <https://www.ngccoin.hk/privacy-policy/#glossary>
- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy policy.

Except as stated in this privacy policy or with your prior consent, we will not transfer or disclose your personal data to any other third party. We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

If we engage data processors to handle or process personal data on our behalf (whether within or outside Hong Kong, China), we will adopt means to prevent any personal data transferred to a data processor from being kept longer than necessary for processing the data and to prevent unauthorized or accidental access, processing, erasure, loss or other inappropriate use of the data.

6. INTERNATIONAL TRANSFERS

At times it may be necessary and prudent for us to transfer and share your personal data with the CCG Companies or offices affiliated to us outside Hong Kong, China in order to carry out the purposes, or directly related purposes, for which the personal data were collected. This will involve transferring your data outside Hong Kong, China. Where such a transfer is performed, it will be done in compliance with the law.

Many of our external third parties are based outside Hong Kong, China so their processing of your personal data for the purposes or directly related purposes for which the personal data were collected will involve a transfer of data outside Hong Kong, China. Where such a transfer is performed, it will be done in compliance with the law.

By accepting the terms of this agreement, you have explicitly given your consents for us to use, store, disclose and transfer your personal data (whether within or outside the jurisdiction of Hong Kong, China and whether within or outside the CCG Companies).

7. DATA SECURITY

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

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PRIVACY POLICY (CONTINUED)

8. DATA RETENTION

How long will you use my personal data for?

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

By law we have to keep basic information about our members and customers (including Contact, Identity, Financial and Transaction Data) for six years after they cease being customers for tax purposes.

9. YOUR LEGAL RIGHTS

Under and in accordance with the terms of the Personal Data (Privacy) Ordinance (Cap. 486) of Hong Kong, China and guidelines issued pursuant thereto, any individual may:

- i. check whether we hold personal data about him / her and may request access to such personal data;
- ii. request us to correct any personal data relating to him / her which are inaccurate;
- iii. request us to specify the policies and practices in relation to personal data and to be informed of the kind of personal data held by us; and
- iv. request us to cease using his / her personal data for marketing purposes.

All data access requests shall be made using the form prescribed by the Privacy Commissioner for Personal Data ("Privacy Commissioner") which may be found on the official website of the Office of the Privacy Commissioner or at <https://www.pcpd.org.hk/english/publications/files/Dforme.pdf>. Requests for access and correction of personal data or for information regarding policies and practices and kinds of data held by us should be made to us in writing to the address or email address provided below. In accordance with the law, we have the right to charge a reasonable fee for processing any such request.

Email address: data@NGCcoin.hk

Postal address: 1208-10, 12 / F, The Gateway, Tower 1, Harbour City, Kowloon, Hong Kong, China

Fees

In accordance with the provisions of the Personal Data (Privacy) Ordinance (Cap. 486) of Hong Kong, China we have the right to charge a reasonable fee for the processing of any data access request.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

Time limit to respond

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

Nothing in this Privacy Policy shall limit your rights as a data subject under the Personal Data (Privacy) Ordinance (Cap. 486) of Hong Kong, China.

10. PROTECTION MEASURES

NGC Hong Kong takes appropriate steps to protect the personal data we hold against loss, unauthorised access, use, modification or disclosure. We are committed to protecting the privacy, confidentiality and security of the personal information we hold by complying with the requirements of Personal Data (Privacy) Ordinance (Cap. 486) of Hong Kong, China with respect to the management of personal information. We are equally committed to ensuring that all our employees and agents uphold these obligations.

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PRIVACY POLICY (CONTINUED)

NGC Hong Kong may, where such disclosure or transfer is necessary to satisfy the purpose, or directly related purpose, for which the data was collected provide such information or copies to the relevant parties including authorized personnel, government bodies and other regulators as required under the law or pursuant to any regulatory arrangements or any person to whom we are required to make disclosure under any law applicable in Hong Kong, China.

11. GLOSSARY

CCG Companies means our affiliated companies within the Certified Collectibles Group of companies including without limitation Numismatic Guaranty Company ("NGC"), a Florida, USA, limited liability company; Numismatic Conservation Services, LLC ("NCS"), a Florida, USA, limited liability company; Paper Money Guaranty, LLC ("PMG"), a Florida, USA, limited liability company; Certified Guaranty Company, LLC ("CGC"), a Florida, USA, limited liability company; Classic Collectible Services, LLC ("CCS"), a Florida, USA, limited liability company; Certified Sports Guaranty, LLC ("CSG"); a Florida, USA, limited liability company; Authenticated Stamp Guaranty, LLC ("ASG"), a Florida, USA, limited liability company; and Collectibles Authentication Guaranty, LLC ("CAG"), a Florida, USA, limited liability company.

LAWFUL BASIS

Legitimate Interest means the interest of our business in conducting and managing our business to enable us to give you the best service / product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law).

Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Comply with a legal or regulatory obligation means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

THIRD PARTIES

Internal Third Parties

The CCG Companies acting as processors or joint controllers based outside Hong Kong, China who assist us with the performance of services to you and with the running of our business.

External Third Parties

- Service providers acting as processors based outside of Hong Kong, China who provide direct marketing services on our behalf.
- Payment providers acting as processors based outside of Hong Kong, China who provide payment services on our behalf.
- Service providers such as that enable us to operate message boards and chat rooms.
- Professional advisers acting as processors or joint controllers including lawyers, bankers, auditors and insurers based in Hong Kong, China and outside of Hong Kong, China who provide consultancy, banking, legal, insurance and accounting services.
- Inland Revenue Department, regulators and other authorities acting as processors or joint controllers based in Hong Kong, China who require reporting of processing activities in certain circumstances.

For a list of all External Third Parties acting as processors for us, see [NGCcoin.hk/legal/third-party-provider](https://ngccoin.hk/legal/third-party-provider)

These terms have been translated into Chinese. If there is any inconsistency or ambiguity between the English version and the Chinese version, the English version shall prevail.

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CREDIT CARD APPROVAL AND RELEASE

I, the Customer named in the Membership Agreement, authorize NGC Hong Kong Limited (NGC Hong Kong) to charge the card account I have provided for any grading and services charges that I have incurred upon receipt of my request for grading services.

I acknowledge that by completing and signing the Membership Agreement and the Submission Form, I agree to pay NGC Hong Kong the full amount of the grading and service charges on the card number I provide regardless of the final grading opinions provided.

I understand that if I disregard this provision, I shall be subject to immediate discharge from NGC Hong Kong Authorized Dealer Membership and loss of all rights and entitlements therein.

With notification by email, fax or phone call, and with my consent, I understand that NGC Hong Kong reserves the right, upon my notification by email, fax or phone, to post additional charges to my credit card account if extra or different services are required to fulfill requested services.

☐ Visa ☐ MasterCard ☐ AmEx Credit Card #: _____ Exp _____ / _____

BILLING ADDRESS

Name: _____

Street Address: _____

Postal Code: _____ City: _____

Country: _____ Phone: _____

Signature: _____

Print Name: _____

Date: _____ / _____ / _____

NGC Hong Kong and the CCG Companies can send different reports to the people that you designate. To activate your Authorized Dealer Account, you must complete this form, date and sign it, and return it by email to Service@NGCcoin.hk or by fax to (+852) 2115 3783.



ACCOUNT INFORMATION

Company Name		Account Number
Contact Person (Required)		Email
Street Address		
Postal Code	City	Country
Phone		

SUBMISSION ACKNOWLEDGMENT (Daily report of submissions received)

☐ I decline to receive automated Submission Acknowledgments for this account via email

Recipient Name	Email
Recipient Name	Email
Recipient Name	Email
Recipient Name	Email

DELIVERY SUMMARY (Daily report of submissions returned)

☐ I decline to receive automated Delivery Summaries for this account via email

Recipient Name	Email
Recipient Name	Email
Recipient Name	Email
Recipient Name	Email

GRADING REPORT (Grading results for submissions)

☐ I decline to receive automated Grading Reports for this account via email

Recipient Name	Email
Recipient Name	Email
Recipient Name	Email
Recipient Name	Email

ACCOUNTING REPORT (Billing Statement, Invoices, Prescreen Submission Detail)

☐ I decline to receive automated Accounting Reports for this account via email

Recipient Name	Email
Recipient Name	Email
Recipient Name	Email
Recipient Name	Email

I authorize the above individual(s) to receive the Customer Authorization reports as requested.

Authorized Signature: _____ Print Name: _____ Date: _____

A signature is required to make changes to Customer Authorization information with any CCG Company.