

Bullion & Precious Metals Trading Agreement



Corporate

- Account NO. _____
- Company name: _____
- Country: _____
- Date:
Day ____ Month ____ Year ____

This agreement sets forth the terms and conditions which will govern purchases, sales, fixing and/or any other transaction involving or with respect to bullion (collectively "Transactions") between GOLD FUND LLC ("the Company") and the undersigned ("Customer").

This agreement has been entered between the two parties:

1) Gold Fund L.L.C

Office No.9 C11, I Rise Tower, Tecom, Barsha Heights, Dubai-UAE

LICENSE No 778632

P.O. Box 643977

And

2) The Customer:

Company Name :

Trade license No. :

Nationality :

Passport NO. :

The two parties agreed pursuant to the terms and conditions subject to which all transactions regarding trading in precious metals (gold, silver, platinum and palladium) shall be done. And the parties have agreed on the following:

1. Definitions:

- 1.1 “Bullion” means gold, silver, palladium, or platinum bars and coins, in each case in the form, and having the minimum fineness required for according to Dubai Good Delivery (DGD) Standards and London Good Delivery (LGD). Each reference herein to troy ounce means fine troy ounce if the Bullion is being referred to is gold, silver, palladium or platinum. Unless otherwise specified in GOLD FUND LLC confirmation, gold, silver, palladium or platinum shall be unallocated until the physical delivery is exercised by the Customer through trading platform and registered account. Whenever a physical delivery of Bullion is affected, the Bullion will be allocated and the type of Bullion, the location of actual delivery, and premium to be paid for such delivery shall be as agreed upon between Customer and GOLD FUND LLC. All trades and transactions of precious metals are subject to the laws and regulations of the Department of Economic Development of the Dubai Government and Dubai Multi Commodities Center (DMCC). All allocated Bullion shall be subject to the rules and regulations of the place of delivery and any/all risks of delivery will pass to Customer upon receipt of the Bullion by Customer (or Customer’s authorized representative or agent) from GOLD FUND LLC (or its representative or agent).
- 1.2 The “**Trade Value**” of any Bullion deal shall be equal to the product of the troy ounce quantity of Bullion subject to such Bullion deal multiplied by the price per troy ounce specified in such Bullion contract. The “**Market Value**” of any Bullion Contract at any time shall be equal to the product of the troy ounce quantity of Bullion subject to such contract multiplied by the current market price per troy ounce for that Bullion for delivery on the maturity date of that Contract (as determined by GOLD FUND LLC in any commercial reasonable manner and expressed in U S Dollars).
- 1.3 A “Confirmation” means a writing (including E-mail, fax or to other electronic means from which it is possible to produce its hard copy) evidencing a Transaction governed by this Agreement. Each confirmation shall identify the type of Transaction, the economic terms of such Transaction, settlement date of the transaction and any other relevant terms.

1.4 The customer may trade in any of the precious metals via GOLD FUND LLC trading platforms through any of the following approved accounts:

1.4.1 Regular Bullion Account: A trading account through which the customer can invest and purchase precious metals from the company. The customer shall be required to deposit the full price of his commodity (purchases).

1.4.2 Special Bullion Account: A trading account through which the customer can fix a precious metal's price via GOLD FUND LLC trading platforms by depositing a specific percentage, pre-agreed upon by both parties, of the transaction's total value. The customer shall complete the remaining balance before applying to obtain the precious metals physically within a specific timeframe, pre-agreed by both parties, with the possibility of extending this timeframe by the company as it deems fit. A financial penalty shall be applied in a reasonable manner by the company if the customer fails to cover the remaining balance within the specific timeframe agreed upon by both parties.

1.5 Bullion trade value shall be calculated via the mathematical formula (bullion quantity in units of grams, ounces, ten tolas, tolas, kilo grams the unit price as pre-determined in the sale agreement), while the market value of any bullion trading contract is always equal to the result of (grams, ounces, ten tolas, tolas, kilo grams the current market value in USD).

2. Application of Agreement, Schedule, Confirmation and Standard Terms and Conditions.

2.1 GOLD FUND LLC and Customer hereby agree that all Transactions between them shall be governed by this agreement, the Schedule-A appended hereto, each confirmation of a Transaction and the GOLD FUND LLC Standard Terms and Conditions for the type of Transaction specified in a confirmation, each of which is an integral part hereof and which together constitute a single agreement between GOLD FUND LLC and Customer (collectively, the "Agreement"). Customer acknowledges that GOLD FUND LLC, in entering into any Transaction with Customer, is relying on the fact that all such items constitute a single agreement between GOLD FUND LLC and Customer.

2.2 Customer agrees that all Transactions effected pursuant to the Agreement shall be subject to the credit and position limits, delivery lines and / or mandatory deposit rates set forth in Schedule of parameters. GOLD FUND LLC has the right to change such limits, lines and rates on two business days notice to Customer.

2.3 Physical Delivery of bullion in fulfillment of each contract is contemplated by the parties in agreement.

3. Reporting

3.1 GOLD FUND LLC, on each business day, will transmit to Customer by E-mail or fax, as Customer elects (or, if Customer does not elect, as GOLD FUND LLC may elect), a confirmation for all Transactions entered into between Customer and GOLD FUND LLC on the preceding business day and a statement showing the outstanding money balances in favor of GOLD FUND LLC and / or Customer as at the close of business on such preceding business day. However, the failure by GOLD FUND LLC to transmit a confirmation to Customer shall not prejudice or invalidate the terms of any such Transaction.

3.2 The company shall have the right upon prior notice to close all of the customer positions on the trading platform or to liquidate his/her account (provided that the company shall not be liable to return any deposits in case any deals remain pending or if any of the company obligations towards customer are secured and irrevocable), in the following cases:

- Bankruptcy or material damage that results in the customer inability to pay his debts when fall due.
- Summoning him/her/it by relevant authorities subject to his bankruptcy or similar situations as the case may be.
- Appointing receiver or liquidator to manage all or any of his assets or properties.
- Customer's failure in payment of any dues or obligations towards the company on their due dates.
- Customer's failure to maintain his part payment level above 0%.

3.3 In case of liquidation, the company shall inform the customer within one working day. In case the company could not inform the customer, the liquidation process will not be stopped and the company shall have no liability towards the customer.

3.4 If bullion can't be delivered for any illegal reason, or if it should be subject to taxes, or if the company believes that it will be illegal at any time or for any involuntary or imperative reason which results in the impossibility of delivery, then in this case, the two parties shall agree that all deals affected by that reason may be liquidated according to the articles 3.3, 3.4 or 3.5, where the net income shall be paid after completion of the liquidation process for all dues within only one working day.

- 3.5 In case the two parties agreed on cash liquidation of all deals due to their inability to reach an actual and physical arrangement of commodities on the contract due date, then the cash settlement shall be calculated through the difference between the market value and trading value, as defined in article 1.5, and irrespective of any fees which may result from such a process.
- 3.6 The company shall be liable to send customer account statements or any notices to the customer's email or fax, and it shall be considered to be received by the customer on the same date of dispatching to the contact details provided by the customer on the bullion account opening date.
- 3.7 The two parties agreed that the company shall not accept any money unless through the bank accounts registered with it for its customers, and the company shall not accept any money remittance by third parties on behalf of the customer unless through the customer's bank accounts (bank remittance or cheques).
- 3.8 The two parties agreed that all payments to the company's bank accounts in Dubai, shall be in USD, Euro or AED (or any equal amount in a local currency or to any other location determined and selected to receive payments).
- 3.9 The customer shall inform the company and provide it with all the documents required for proving his/her payment in any of the company approved accounts. The company shall update the customer with all updates of bank remittance, cheques or cash deposits and confirm their receipt.
- 3.10 In special cases, the customer shall not have any right to claim compensation from the company for any losses that may arise out of any damages occurred to the customer as a result of any costs, taxes, penalties or any damage whatsoever whether physical or moral, direct or indirect or for any reasons out of the company's reasonable control, such as:
- Governmental or judicial damage, exchange, waiver, regulatory restrictions or to regulate decisions.
 - Any problem in communication methods that may hinder or restrict transferring or informing about any requests or delay of trade on the platform through internet or any problem related to information, technical failure of software or devices.
- 3.11 The customer shall provide the company with correct, complete and accurate details by filling the form called (KYC) in this agreement. Providing the company with incorrect information is considered an offense punishable by law. Also, the customer is liable to inform the company with any updates or explanations related to this form.

3.12 In case any article (or any part thereof) of this agreement is determined to be illegal or invalid by any judicial authority or competent court, then the remaining articles remain enforced and valid and shall not be affected negatively and shall be enforceable between the two parties.

3.13 The two parties have agreed that incase any dispute or conflict of any type arises between them, then it will be discussed and settled amicably between them. In case a settlement can't be reached within one week of the objection sending date, then the company shall be liable to appoint one arbitrator to settle the dispute. If the two parties and the arbitrator failed to reach a settlement, then such dispute shall be referred to arbitration in Dubai Courts for settlement, and any decision issued shall be final and binding upon both parties.

3.14 This contract may not be terminated unless subject to prior written notice sent by any party to the other party within 7 working days. Such termination or revocation shall not negatively affect any pending and existing deals until being liquidated.

4. **Discloser of Risks:**

Trading in precious metals (bullion trading) is not suitable for all, and it contains many risks that may face the customer whether individual, company, financial institute or bank. The customer shall take into his/her consideration the below mentioned risks, and shall be aware of the risks before signing this agreement:

- The company is using an automated computer system through which the customer may log into his/her account via trading platforms specialized for the online trading of precious metals. This automated system may be corrupted for a period of time due to any irregular reason which may prevent both parties from completing the required deal and may result in loss of service or reduce its execution speed. If the customer encounters any technical problems from his side, the company recommends the customer to give instructions required to complete a deal via recorded phone call to the relevant department to avoid losing the opportunity to fix the required prices, as this paragraph is not included within the company's responsibility.
- The company recommends the customer to deal with his/her username and password carefully and to never disclose it to anyone. The company shall not be liable for the discloser of the username and password due to the customer's negligence. GOLD FUND LLC also recommends the customer to inform the company

immediately upon suspicion of any account breakthrough which may affect negatively on the deals existing on the customer's trading platform.

- The company recommends the customer to keep the account settlement records on his/her personal PC, as the company's electronic copies of such records may be damaged for several reasons. It is worth mentioning that the company prints and copies the account records on weekly bases, as well as keeping all the customers' information in huge databases saved aside to avoid its loss, and the loss of any such data is only a temporary issue that should be declared by the company.
- The loss stoppage system allows automated orders to be put by the customer aiming to limit his/her loss to a specific amount. These orders may not be implemented due to several reasons such as the lake of liquidity or the high volatility in the precious metals' market or other reasons. Any negative effects arising from such cases are fully the customer's responsibilities.

Schedule of parameters:

The customer agrees to trade with the company on the below mentioned rates of commission, spread and required deposit rates. The customer further agrees that the company has a right to revise such rates any time after serving a two working days prior notice.

Symbol	Spread	Commission/Trans.	Mandatory Deposit%
GOLD			
SILVER			
PALLADIUM			
PLATINUM			

The customer will be informed of all fees related to the physical redemption of the commodity and of the shipping charges (in case the customer requests physical redemption and/or delivery) via email or fax.

EXECUTED by the parties/Authorized representative(s):

Name and position:	Signature & stamp	Date:
Name and position:	Signature & stamp	Date:
Name and position:	Signature & stamp	Date:
Name and position:	Signature & stamp	Date:

GOLD FUND JEWELRY TRADING LLC

Date :

Signature and Stamp :

CUSTOMER PROFILE (INDIVIDUAL, CORPORATE, & JOINTS ACCOUNTS)/ KYC APPLICATION:

Please choose the appropriate title: Mr. Mrs. Miss Dr. Eng.

FULL NAME: _____ LASTNAME: _____

Nationality: _____ Passport NO.: _____

D.O.Issue: _____ D O Expiry: _____ D.O.B: _____

Contact Details: Mobile NO.: _____ Home phone: _____

Company Phone: _____ Fax No.: _____ P.O BOX: _____

Email Address: _____ Website: _____

Complete Physical Address:

House/Flat/office/shop/villa NO.: _____ Street: _____

Country: _____ City: _____

Profession: _____ Job title: _____

Company Name: _____

Trade License NO. _____.

Purpose of this account: -investment – trading - saving

Source of funds: _____

Information supplied by:

Name :

Signature and date :

Title :

Company Stamp :

Bank Details:

Bank Name	:	<input type="text"/>
Country	:	<input type="text"/>
Branch Address	:	<input type="text"/>
City	:	<input type="text"/>
Account Number	:	<input type="text"/>
Type of Account	:	<input type="text"/>
IBAN NO.	:	<input type="text"/>
Swift	:	<input type="text"/>

Information supplied by:

Name	:	
Signature and date	:	
Title	:	
Company Stamp	:	

“Referral Information and Survey”

Kindly mention the source of your contact with GOLD FUND LLC.

Newspaper Magazine Radio TV Internet Other

If other, please mention the source:

GF plans to expand its services in the region we would like you to refer three of your Friends or relatives, who are interested to start Gold/Silver Investments through your Reference:

Name	Contact No.	Email

Thank you for taking the time to fill in the Survey.

For GOLD FUND LLC use:

Account number: _____

Information Supplied By: _____

Signature: _____

GOLD FUND JEWELLERY TRADING L.L.C