

TERMS AND CONDITIONS FOR BULLION TRADING AND RELATED TRANSACTIONS

Name of the Company: _____

(to be referred to as the Customer)

These Terms and Conditions shall govern all transactions (each a "Transaction") between WPM INTERNATIONAL, LLC. (hereafter referred to as **WPM**) and the Customer relating to foreign exchange and precious metal transactions undertaken on a margin basis and shall supersede and replace the terms of any previous written agreement between **WPM** and the Customer.

The Customer hereby confirms that opening the account with **WPM** is only for Bullion Trading and hedging the physical inventory and not for speculative trading.

1.) Positive Margin Account Balance prior to trading

Prior to executing any Transactions under this Agreement, the Customer shall deposit cash and/or other assets with **WPM** being the Margin Account Balance, unless otherwise agreed with **WPM**. **WPM** shall accept or refuse any cash or non-cash assets at its sole discretion and subject to whatever additional documentation and other arrangements as it shall require.

2.) Sale and Purchase of Precious Metals Ounces

Subject to the provisions below and the terms and conditions of this Agreement, the Customer shall be entitled to enter into Transactions with **WPM** for the sale or purchase of Precious Metals either on a spot, forward, or option basis up to the limit and term specified in the Schedule to the Terms and Conditions of Precious Metals Margin Trading (**Annex No. 1**).

The Customer or its agents shall be entitled to request from **WPM** indications of rates or premiums at which **WPM** may be prepared to enter into Transactions for sale and/or purchase of Precious Metals provided that **WPM** shall at no time be under any obligation to enter into Transactions at such rates and/or premiums.

The Customer or its duly appointed agent, the appointment of which shall be notified in writing to **WPM**, may offer to enter into such Transactions by telephone call or facsimile or any electronic instruction to **WPM**, subject to completion of such documents as **WPM** shall require in respect thereof.

An offer by the Customer to enter into a Transaction, once made, shall be irrevocable and binding upon the Customer. **WPM** shall at all times remain free, in its absolute discretion, to refuse to accept such offer and not to enter into any Transaction.

WPM shall not be obliged to enter into any Transaction if to do so would mean that

the Customer Equity would fall below the Call level **(as specified in Annex No. 1)**. Any instruction by the Customer in respect of a Transaction, once given, shall be irrevocable except with the prior written consent of **WPM**. **WPM** shall be entitled to rely on its belief in good faith that any such instruction, given by whatever means, emanates from the Customer, whether or not such instruction is given personally or authorized by the Customer.

3.) Margin Maintenance Provisions

The Initial Margin Percentage shall be set by **WPM** at its sole discretion. The Customer may at any time request from **WPM** a schedule of the Initial Margin Percentage applicable at that time.

In the event that the Customer Equity should fall below the Call Level, **WPM** may, but shall not be obliged to require the Customer to provide additional margin to the extent that is required to make the Customer Equity equal to the Required Margin. Such margin shall be provided to **WPM** in cash and shall be provided to **WPM** in cleared funds within one Banking Day of **WPM** making such a request. Receipt of such margin will only be deemed to have occurred when either an authenticated bank payment order has been received or funds have been received in the Customer's account held at **WPM**. In the event that the Customer Equity falls below the Close-Out Level, **WPM** shall be entitled, but not obliged to take whatever action it considers appropriate in order to protect its position. Such actions may include, but will not be limited to the Close-Out of Transactions and **WPM** may apply any Margin Account Balance towards any Precious Metal Trading Indebtedness.

4.) Rights of WPM: Margin and Security

A) The Customer to the fullest extent permitted by law hereby: i) with full title guarantee charges by way of first fixed charge, assigns and releases to **WPM** the Margin Account Balance and all right, title and interest of the Customer whatsoever present and future therein; ii) authorizes **WPM** at any time and without prior notice to apply all or any part of the Margin Account Balance and other credit balance in or towards satisfaction of the Indebtedness; iii) agrees and acknowledges that the Margin Account Balance is not repayable to the Customer or any other person unless and until such time as the Indebtedness has been unconditionally and irrevocably paid and discharged in full; and iv) the Customer is responsible for requesting his account balance on a regular and periodic basis. Any discrepancies in the accounts should be notified to **WPM** in writing within a period of seven days.

B) The Customer shall indemnify **WPM** on demand against any and all claims, liabilities, losses, costs, charges, expenses (including legal expenses), and damages incurred by **WPM** as a consequence of any failure or delay by the Customer to perform any of the Customer's obligations pursuant to this Agreement or in connection with the enforcement of the preservation of **WPM's** rights hereunder.

5.) Default

If an event of Default has occurred and is continuing, **WPM** shall have the right at any such time or at any time thereafter with or without prior notice to the Customer, and without prejudice to any of its rights elsewhere in this Agreement: to suspend or terminate this Agreement and call for immediate payment of all Indebtedness then outstanding; and/or to Close-Out all existing Transactions.

6.) Reliable Sources

Customer warrants and ensures to **WPM** that the currency, scrap/dore gold, and gold bullions to be delivered to **WPM** as well as the currency for all transactions outlined in this Agreement has been procured through legal means and complies with all International monetary regulations and U.N. resolutions and instructions and has no source or trace of money laundering, terrorist funding, corruption, etc.

7.) Representations and warranties

The Customer represents and warrants that it has read the terms of this agreement, understands them fully and that it has adequate financial expertise and resources to comply with its terms. **WPM** shall have no liability for any advice given or views expressed to the Customer, regardless of whether such advice is given or such views are expressed at the request of the Customer. Customer warrants that it has the capacity to enter into this Agreement and is duly authorized under its constituent documents.

8.) Exclusion of liability

No failure or delay on the part of **WPM** to exercise any power, right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by **WPM** of any such power right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law or otherwise. **WPM** shall not be responsible for any loss arising out of failing to exercise its right to Close-Out any transaction when it is entitled to do so.

9.) Communication Indemnity

Customer is to agree and confirm their acceptance to **Annex No. 2** regarding Communication Indemnity and Authority.

10.) Termination

Notwithstanding any clause in this Agreement, **WPM** shall have the right to terminate this Agreement if a period of six months has elapsed since the date of the last transaction.

11.) Law and Jurisdiction

Any disputes that develop under this Agreement will be settled according to Florida (USA) law. In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorney, paralegal, para-professional fees, and/or court costs at all trial and appellate levels. In addition, in the event of any litigation between the parties under this Agreement: (i) the parties shall and hereby submit to the jurisdiction of the state and federal courts of the State of Florida(USA), and (ii) the venue shall be laid exclusively in Miami-Dade County, Florida(USA). This paragraph will survive (continue to be effective after) any termination of this Agreement.

12.) Acceptance

By signing these terms and conditions, the Customer signifies their Agreement to the terms and conditions set out herein.

Authorized Signatory On behalf of:

Name:

Title:

Date:

Signature:

Annex No. 1

SCHEDULE TO THE TERMS AND CONDITIONS OF PRECIOUS METALS MARGIN TRADING

Maximum Open Position:

Gold:	_____ Ounces(In Words)	_____ Ounce
Silver:	_____ Ounce (In Words)	_____ Ounce
Platinum:	_____ Ounce (In Words)	_____ Ounce
Others:()	_____ Ounce (In Words)	_____ Ounce
Others:()	_____ Ounce (In Words)	_____ Ounce
Others:()	_____ Ounce (In Words)	_____ Ounce

Initial Margin Required:

Call Level:

Close out level:

7.5% of the value of any open position.

Customer Equity as 5% of the open position

Customer position break-even point is +0.5%.

WPM reserves the right with no obligation to close the position.

One week free. Beginning on the second week, open positions will be calculated at 5% interest per annum.

Interest Charges :

Maximum term for any open position is two months and subject to the above referenced terms and conditions.

WPM is providing gold Bullion Margin Trading services for hedging purposes where the Customer agrees to borrow currency(s) against his Metal/currency(s) position at the revealing Market Rates plus margin set by **WPM** and subject to revision as needed.

Agreed and accepted by (Authorized Signatory):

Name:

Title:

Date:

Signature:

Annex No. 2

COMMUNICATIONS INDEMNITY AND AUTHORITY

For the purpose of this document “Communication Media” shall be taken to have the following meaning – “telephone communications equipment and/or facsimile communications equipment and/or telefax communications equipment and/or any other electronic form of communication including instruction by SMS instructions, e-mails, instructions by blank papers as well as limitation Reuters, Bloomberg and SWIFT.”

I/We, the undersigned (the “Customer”), hereby requests and WPM INTERNATIONAL, LLC. (WPM) upon instructions either oral or written form or by way of Communication Media, given or purported to be given in connection with any instructions by the Customer, subject to the following terms and conditions.

The Customer agrees that **WPM** shall be under no obligation to act upon any instructions received from the Customer by way of Communication Media, or to make any inquiry as to the authority or identity of the person making or purporting to give any such instructions. The **WPM** may in its sole discretion refuse to act upon any such instructions received from the Customer.

The Customer agrees to assume full responsibility for all actions taken by **WPM**, its correspondents, or agents in accordance with the instructions given or purporting to be given by the Customer to **WPM** on Communication Media. **WPM** shall be entitled (but not bound) to take such steps in connection with or in reliance upon such instructions as **WPM** may in good faith, consider appropriate whether such communications include instructions to pay money or otherwise to debit or credit any account, or relate to the disposition of any money, securities or other documents or purport to bind the Customer to any agreement or other arrangement with **WPM** or with any other person or to commit the Customer to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error or misunderstanding or lack of clarity in the terms of any such instructions. The Customer acknowledges and agrees that if any instructions received by **WPM** purport or appear on their face to have been signed by the Customer or the authorized signing officer(s) of the Customer, such instructions may be treated by **WPM** as though they had been duly signed by the Customer or the authorized signing officer(s) of the Customer with the authority and on behalf of the Customer notwithstanding that it may later be established that such instructions were not delivered in writing or signed.

Any action taken in good faith by **WPM** or any of its correspondents or agents under or in connection with any such instructions shall be binding on the Customer without any resulting liability to **WPM**, its correspondents or agents, and the Customer hereby ratifies and agrees to ratify any and all acts undertaken by **WPM** pursuant to any such instructions.

The Customer agrees to indemnify and hold harmless **WPM** and any of its correspondents or agents from any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, disbursements of any kind howsoever arising which may be incurred or sustained by **WPM**, its correspondents and agents arising out of or in connection with, or by reason of any action taken in accordance with or pursuant to any instructions. The benefit of this indemnity is held by **WPM** on behalf of itself and its correspondents and agents except in the case of gross negligence or willful misconduct of **WPM** or any of its managing directors or employees. This document shall continue to be in effect and be binding on the parties, their successors and assigns (provided that no party may assign its rights hereunder without the consent of the other party) unless terminated by either party, by 30 days written notice delivered to the other party at the address indicated below. Termination shall not affect the Customer from any liability to **WPM** under this document in respect of any act performed by **WPM** pursuant to or in connection with instructions received by **WPM** before the expiry of any such 30-days notice period.

If, however, the **WPM** declines to act in accordance with any instructions, it shall make reasonable endeavors to advise the Customer and require in the alternative original written instructions. Any failure by **WPM** to give such notice to the Customer shall not affect the indemnity to **WPM**.

This Agreement is governed by and shall be construed in accordance with Florida (USA) law.

Agreed and accepted by (Authorized Signatory):

Name:

Title:

Date:

Signature: