



Terms and Conditions of Trading Platforms

Client Name

Account No

TAX Registration Number

اسم العميل

رقم الحساب

رقم التسجيل الضريبي

This Agreement in signing on /.... /..... between:

E G C BULLION GOLD TRADING L.L.C. (First Party) will refer herein and after as The Provider.

And

..... (Second Party) will refer herein and after as The Customer.

The second Party is admitting, stating and confirming that he has an active Account with the First Party,

This agreement shall be continuous and complementary to any previous agreement signed with The Provider and shall cover, individually and collectively all Main Accounts of The Customer at any time opened and/or accounts from time to time closed and then reopened with The Provider, irrespective of any change or changes at any time in the personnel of The Provider or its successors, assigns, or affiliates, for any cause whatsoever; shall inure to the benefit of The provider and its successors and assigns, whether by merger, consolidation or otherwise; and shall be binding upon The Customer and the estate, executors, administrators, legal representatives, successors and assigns of Customer.

The Customer hereby ratifies all transactions with The Provider effected prior to the date of this agreement, and agrees that the rights and obligations of Customer in respect thereto shall be still effective and under the Customer responsibility to fulfill and settle all these obligations and rights along with the new obligations and rights arising from using Platform.

contractual agreement for providing E-Trading:

The Undersigned agrees as follows:

1. The Provider is responsible for providing The Customer with an electronic Platform, through which The Customer can only trade and hedge physical precious metals and currencies.
2. The Precious Metals or currencies which The Customer will have an access to trade are the items which will be agreed between him and The Provider only.
3. Customer warrants and ensure to The Provider that the money to be delivered to The Provider and monetary transactions for all transactions outlined in this Agreement has been procured through legal means and reliable sources 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.
4. This Agreement shall be the only reference for any dispute or conflict arising between the two parties regarding using the Platform unless additional documents are signed, submitted and approved by The Provider and the UAE courts are the only concerned authorities to judge any conflict arising.

(2)

Authorized Signature

I hereby warrant that the information above is true and correct, and I confirm that I am the Funds/Shares' Owner and Legal Beneficiary.
*Please note that all provided information will only be used for compliance purposes and will be kept strictly confidential.

5. Transactions through the Electronic Platform carry a high degree of risk. The amount of initial margin is small relative to the value of the traded volumes, so that transactions are 'leverage' or 'geared.' A relatively small market movement will have a proportionately larger impact on the funds The Customer has deposited or will have to deposit: this may work against The Customer as well as for him. The Customer may sustain a total loss of initial margin funds and any additional funds deposited with The Provider to maintain The Customer position. If the market moves against The Customer position or margin levels are increased, The Customer may be called upon to pay substantial additional funds on short notice to maintain his position. If the Customer fail to comply with a request for additional funds within the time prescribed, the Customer position may be liquidated at a loss and The Customer will be liable for any resulting deficit

6. The Customer admit and rectify the knowledge and the understanding of all risks arising from the usage of the electronic Platform by The Customer himself or any other user managed and was able to open The Customer electronic platform ; thus The Customer is responsible for the User ID and the Personal Password the customer is using to login Platform in all times and the Provider is not responsible at all for any losses or issues arising from the usage of the electronic platform.

7. Customer acknowledges that electronic trading and order routing systems differ from traditional direct phone mutual transactions agreement. Using an electronic system are subject to the rules and regulations of the Platform Agreement signed with the provider offering the system and/or listing the contract that may change from time to time. Customer further acknowledges that trading or routing orders through electronic systems varies widely among the different electronic systems which may present different risk factors with respect to trading on or using a particular system including, but not limited to, system access, varying response times, and security. In the case of Internet-based systems, there may be additional types of risks related to system access, varying response times, security, as well as risks related to service providers and the receipt and monitoring of electronic mail. The Customer agrees to indemnify The Provider and hold the Provider harmless from and against any and all liabilities, losses, damages, costs and expenses, incurred directly or indirectly by The Customer because of failure of System access, varying response times, security, system, component failure or the inability to enter new orders, execute existing orders, or modify or cancel orders that were previously entered and/or loss of orders or order priority. Also, The Provider shall not be responsible for the Events Beyond Control and he does not hold any liability towards any losses or damages caused directly or indirectly because of internet disconnections or delaying, including without limitation, losses or damages resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders or other information due to a breakdown in or failure of any transmission or communication facilities.

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8. The Provider is not under any obligations or responsibilities towards the rates of the transactions executed and done against the positions of the Customer ; and The Provider is not responsible at all for any changes or discrepancies between the rates of any transaction traded against The Customer positions and the actual rates which were executed for The Customer positions ; The Customer shall admit that he is aware that the electronic platform is linked directly to price feed resources and The Provider is not responsible for any price discrepancies if ever happened.
9. The Customer Admit and hold all responsibilities for any transaction occurred via The Customer User ID whatsoever or any miss trade resulting while conducting any transactions, the matter which may create different volumes bigger or smaller than The Customer intent or wish, at this case the Customer will hold total responsibility for the position and has to reverse the transaction at loss or profit and take all liabilities towards that.
10. The Customer shall deposit with The Provider sufficient funds to meet the applicable initial and maintenance margin requirements. The Provider may reject any order if The Customer does not have sufficient margin on deposit and may delay the processing of any order while determining the correct margin status of Customer's account. The Customer shall, without notice or demand maintain adequate margins at all times so as to continuously meet the margin requirements established by The Provider. The Provider may establish margin requirements and from time to time, change such margin requirements in its sole and absolute discretion and said requirements may exceed the margin requirements set by any commodity exchange or other regulatory authority. The Customer agrees, when requested by The Provider, to immediately wire transfer funds to adequately maintain margins and to furnish The Provider with the names of bank officers for immediate confirmation of such transfers. Choosing not to demand wire transfer of funds or the acceptance of funds by mail shall not constitute a waiver of the right of The Provider to demand wire transfer of funds at any time. If at any time The Customer's account does not contain the amount of margin required, The Provider may, in its sole and absolute discretion, without notice or demand to The Customer, close out The Customer's open position(s) in whole or in part or take any other action it deems necessary to satisfy such margin requirements. Failure of The Provider to close out open position(s) in whole or in part in such circumstances shall not constitute a waiver of its rights to do so at any time thereafter, nor shall The Provider be subject to any liability to The Customer for its acts or its failure to so act. The Provider shall not be liable to the Customer for the loss of any margin deposits which is the direct or indirect result of the bankruptcy insolvency, liquidation, receivership, custodianship, or assignment for the benefit of any bank, other clearing broker,

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Authorized Signature

exchange, clearing organization, or similar entity. Notwithstanding the above, The Provider may, in its discretion, refuse to accept an order from the Customer.

11. The Customer admit and accept the Limits which the provider will set for The Customer for each single transaction for each commodity or currency and also the overall maximum limit for all commodities and currencies.
12. All communications, reports, statements, monies, securities, negotiable instruments, and other property, whether by mail, courier, telephone, e-mail, messenger, electronic communication, or otherwise (in the case of mailed notices), or communicated (in the case of telephone and e-mail notices), sent to The Customer at The Customer's address (or telephone number and or e-mail address) as given to the Provider from time to time shall constitute personal delivery to Customer whether or not actually received by The Customer, and The Customer hereby waives all claims resulting from failure to receive such communications. Customer shall deliver all correspondents, notices and communications to The Provider stated location in United Arab Emirates, Dubai, Gold Souq, Gold Center Building, Zone 5, 5th Floor, Office 136. The Customer agrees to immediately open, read and act on all communications sent to Customer by The Provide, Confirmations of trades, statements of account, margin calls, and any other written notices shall be binding on The Customer for all purposes.
13. Reports of executions and all statements of account rendered by the Provider from time to time to Customer shall be conclusively deemed correct and final, unless The Customer calls any error therein to The Provider's attention in writing or by mail during Two days from the date of the executed transaction. Failure to notify the Provider with any discrepancy during two days shall be deemed ratification of all actions taken by the provider and by this the Customer admit his acceptance of his statement and his positions' balances .The Customer agrees that in the event of a discrepancy in the status of Customer's account, The Customer will take reasonable measures to rectify such discrepancies, including but not limited to buying or selling transactions, as appropriate at the best available price within a reasonable time from the discovery of such discrepancy. In the event that a discrepancy is due solely to the provider error, The Provider agrees to credit The Customer's account for the discrepancy; provided, however, that The Customer has taken reasonable measures to correct such discrepancy as set forth above. The Provider shall not be responsible for any amount unrealized or any loss to The Customer's account due to The Customer's failure to take reasonable measures to correct any account discrepancy. The parties agree that such errors, whether resulting in profit or loss, will be corrected in The Customer's account, will be credited or debited so that it is in the same position it would

have been in if the error had not occurred. Whenever a correction is made, The Provider will promptly make written notification to The Customer.

Limits: All Margins, Open Positions and Trading Limits Which the Provider will set for The Customer

1. The Provider agree with The Customer to set Limits concerning The Customer account related to Platform which the Customer by signing this contract admit and rectify all the Limits mentioned here and the e-trader Platform Position Limit is part of the overall Limits set by the Provider in the customer account.
2. The Provider does not hold any liability towards all transactions exceed the agreed Limits with The Customer and which the Platform will reject. And The Customer agrees to indemnify The Provider and hold the Provider harmless from and against any and all liabilities, losses, damages, costs and expenses, incurred directly or indirectly by The Customer because of exceeding the agreed Limits.
3. The Customer shall be responsible and hold all liabilities for any losses or damages and expenses caused directly or indirectly because of executing transactions which exceed the set agreed Limits
4. The Customer has the right at any time to request a modification or cancellation for any of The agreed Limits by a request letter presented to the Provider including the new Limits as per the Customer desire , and the Provider has all the rights to accept or refuse some , any or all of the new requested Limits without providing any reasons , and The Customer has no right at all to hold the Provider responsible whatsoever for that , and The Customer admit and rectify any decision for the Provider regarding setting the new Limits
5. The Provider has all rights at any time to amend or cancel some or any of the Limits set for the Customer in order to protect the Provider own interests and without providing any reason, and The Customer admit and rectify any decision the Provider will take and has no right to reject The Provider decision.
6. In case the Provider agreed to modify or cancel any of the current Customer Limits by any way , The Customer in this case has to pay all costs , charges and margins whatsoever concerning the new modified Limits .

Maximum Total Open Positions Limits:

As Per the above terms and conditions the Provider agreed with Customer to set overall Limit for the Customer related to using Platform as follow:

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Authorized Signature 6

I hereby warrant that the information above is true and correct, and I confirm that I am the Funds/Shares' Owner and Legal Beneficiary.
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Maximum Limit per one single trade via the Platform as follow:

Gold Ounces per single trade / (In Words) Ounces gold per single trade or whatever equivalent to it
Silver Ounces per single trade / (In Words) Ounces gold per single trade or whatever equivalent to it

Margin Requirements:

Initial Margin Required: % of the value of the trade to be deposited in The Customer account with The Provider.
Call Level:	Customer Equity as% of the open position
Halting Trading:	Customer Equity as% of the open position and below
Close out level:	Customer position break-even point%

The Provider is providing Precious Metals Margin Trading Facility for hedging purposes where The Customer agrees to borrow currency(s) against The Customer Metal/currency(s) position at the revealing Market Rates plus Margin set by The Provider

The First Party (The Provider) and the Second Party (The Customer) hereby agree on all the terms and conditions mentioned above

**The First Party
(The Provider)**

The Authorized Name:

.....

Designation:

Date: / /.....

Signature:

.....

**The Second Party
(The Customer)**

The Authorized Name:

.....

Designation:

Date: / /.....

Signature:

.....

I hereby warrant that the information above is true and correct, and I confirm that I am the Funds/Shares' Owner and Legal Beneficiary.
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