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# BULLION INVESTMENT AGREEMENT

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This agreement has been entered on this day ..... corresponding with .../.../..... by and between:

**(1) Bank of Bullion, Legal Entity, SBP Gold and Diamonds L.L.C. For purpose of this agreement known as SBP.**

Office 231, Gold Land Building, Gold Souk, Deira, Dubai-UAE

License No 750525

P.O. Box: 16013.

And

**(2) The Client**

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...  
.....  
...  
.....  
...

## **Preamble:**

The two parties agreed pursuant to the terms and conditions subject to which all transactions regarding investments 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 precious metal bars and coins (gold, silver, platinum and palladium) that are designated for trading through their sale or purchase in units of ounces, kilograms and/or ten tolas and are considered high quality precious metals, unless stated otherwise by the



company, and comply to the minimum purity requirements of the Dubai Good Delivery (DGD) and London Good Delivery (LGD) standards. Bullion type determination and distribution shall be done only upon client request of physical delivery via SBP investment platforms through a bullion account approved by the company. Upon request for physical delivery, the bullion type, location of the physical delivery, commodity shipping fees and physical redemption fees

shall be determined subject to the agreement entered by both parties. 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).

1.2 All bullion determined for distribution is subject to the laws and regulations of the delivery location. All risks that may arise from the delivery process will be the client's or his attorney's personal responsibility, whether positive or negative.

1.3 The client may trade in any of the precious metals via SBP investment platforms through any of the following approved accounts:

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

1.3.2 **Special Bullion Account:** A trading account through which the client can fix a precious metal's price via SBP investment platforms by depositing a specific percentage, pre-agreed upon by both parties, of the transaction's total value. The client 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 client fails to cover the remaining balance within the specific timeframe agreed upon by both parties.

1.4 Bullion trade value shall be calculated via the mathematical formula (bullion quantity in units of ounces, kilograms, or ten tolas \* 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 (bullion quantity in ounces, kilograms, or ten tolas \* the current market value in USD).



## **2. Terms and conditions of SBP Bullion Investment Agreement:**

This agreement shall be subject to all terms and conditions mentioned below, and these terms and conditions which include the schedule attached thereto, are considered as an integral part thereof:

2.1 All transactions agreed upon by both parties shall be subject to physical redemption fees and shipping charges (in case the client applies for commodity physical delivery) as well as the online transactions fees (commission) and the part payment requirements mentioned in the attached schedule. The company shall have no right to change limit orders and/or prices without informing the client three working days earlier.

2.2 In case any payment is due by any party (company or client) because of trading precious metals, then according to the above article 1.3.2 or the following articles 2.3, 2.4, or 2.5, the due amount shall be paid by the binding party on the due date.

2.3 The company shall have the right upon prior notice to close all client's positions on the investment 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 client are secured and irrevocable), in the following cases:

- A. Bankruptcy or material damage that results in the client's inability to pay his debts when fall due.
- B. Summoning him by relevant authorities' subject to his bankruptcy or similar situations.
- C. Appointing receiver or liquidator to manage all or any of his assets or properties.
- D. Client's failure in payment of any dues or obligations towards the company on their due dates.
- E. Client's failure to maintain his part payment level above 0%.

2.4 In case of liquidation, the company shall inform the client within one working day. In case the company couldn't inform the client, the liquidation process will not be stopped, and the company shall have no liability towards the client.

2.5 If bullion can't be delivered for any legal 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 2.3, 2.4



or 2.5, where the net income shall be paid after completion of the liquidation process for all dues within only one working day.

2.6 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 1.4, and irrespective of any fees which may result from such a process.

2.7 The company shall be liable to send client account statements or any notices to the client's email or fax, and it shall be considered received by the client on the same date of dispatching to the contact details provided by the client on the bullion account opening date.

2.8 The two parties agreed that the company shall not accept any money unless through the bank accounts registered with it for its clients, and the company shall not accept any money remittance by third parties on behalf of the client unless through the client's bank accounts (bank remittance or cheques).

2.9 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).

2.10 The client 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 client with all updates of bank remittance, cheques or cash deposits and confirm their receipt.

2.11 In special cases, the client shall not have any right to claim compensation from the company for any losses that may arise out of any damages occurred to the client resulting from 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:

2.11.1 Governmental or judicial damage, exchange, waiver, regulatory restrictions or to regulate decisions.

2.11.2 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.

2.12 The client shall provide the company with correct, complete and accurate details by filling the attached form called (KYC). Providing the company with incorrect information is considered an offense punishable by law. Also, the client is liable to inform the company with any updates or explanations related to this form.

2.13 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.

2.14 The two parties have agreed that in case 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.

2.15 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.

### **3. Discloser of Risks:**

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

3.1 The company is using an automated computer system through which the client may log into his/her account via investment platforms specialized for the online trading of precious metals. This automated system may be corrupted for a period 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 client encounters any technical problems from his side, the company recommends the client 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.

3.2 The company recommends the client to deal with his/her username and password carefully and to never disclose it to anyone. The company shall not be liable for the disclosure of the username and password due to the client's negligence. SBP also recommends the client to inform the company immediately upon suspicion of any account breakthrough which may affect negatively on the deals existing on the client's investment platform.

3.3 The company recommends the client 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 clients' 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.

3.4 The loss stoppage system allows automated orders to be put by the client aiming to limit his/her loss to a specific amount. These orders may not be implemented due to several reasons such as the lack of liquidity or the high volatility in the precious metals' market or other reasons. Any negative effects arising from such cases are fully the client's responsibilities.



#### 4. Schedules and appendices:

The two parties agreed that the company commissions for the purchase and sale of precious metals (gold, silver, platinum and palladium) and the part payment requirements shall be as follows:

<b>Commodity</b>	<b>Spread</b>	<b>Commission</b>	<b>Special Bullion Account</b>	<b>Percentage (%) Part Payment</b>
<b>Gold</b>				
<b>Silver</b>				
<b>Platinum</b>				
<b>Palladium</b>				

- The company shall have the right to review part payment requirements and commissions at any time after signing this agreement in pursuant to a 3 working days' notice to the client which is a result of changes in circumstances of the precious metals' market.
- The client will be informed of all fees related to the physical redemption of the commodity and of the shipping charges (in case the client requests physical redemption and/or delivery) via email or fax.



**By signing these terms and conditions, the client signifies his/her agreement to the terms and conditions set out herein**

**First Party (SBP Use):**

Name	<input type="text"/>		
Title	<input type="text"/>		
Sign	<input type="text"/>	Date	<input type="text"/>

**Second Party (The Client):**

Name	<input type="text"/>		
Title	<input type="text"/>		
Sign	<input type="text"/>	Date	<input type="text"/>





**CLIENT PROFILE (INDIVIDUAL & JOINTS ACCOUNTS)/ KYC APPLICATION:**

Purpose of this Account:  Investment  Trading  Saving  
Source of funds:  Savings  Family  Borrowed  Others

Title:  Mr.  Mrs.  Miss  Dr.  Eng.

Full Name

Nationality  Mobile No.

Passport Number  D.O. Issue  D.O. Expiry

Home Phone  Office Phone

E-mail Address

Address

Flat/Villa/House No  Street

City  Country

**Profession :**  Owner  Employee  Partner  Unemployed  Retired

Organization's Name

Job Title  Valid Visa No

Address  Contact



**Bank Account Details & Initial Deposit:**

Bank Name

Account No

Title of Account

City  Country

How much will the initial deposit with SBP be?

Branch Address

SWIFT

IBAN

**Information Supplied by:**

Name

Signatures  Date