

Gold and Silver T R A D E R S

**5901 Westheimer ste C.
Houston, Tx 77057**

Phone: 713-520-5111

Business Name:		Corporation: <input type="radio"/>		Sole Proprietor: <input type="radio"/>		LLC: <input type="radio"/>	
Address:		City:		State:		Zip:	
Business phone:				Email:			
Owners Name % of ownership				Address:			
Mobile number:				Email:			
City:		State:		Zip:			
Driver's license: <input type="radio"/>		Issued by:		EIN:		Social security number:	
Passport: <input type="radio"/> Number:							
Owner name: % of ownership				Address:			
City:		State:		Zip:			
Mobile number:				Email:			
Driver's license: <input type="radio"/>		Issued by:		EIN:		Social security number:	
Passport: <input type="radio"/> Number:							
If you have more than 2 locations please attach additional address. Second location address:							
City:		State:		Zip:			
Please list Two trade references:							
1. Name		Phone:		Address:			
2. Name		Phone:		Address:			
Description of Customer s transactions with Gold and Silver Traders (e.g. Refining, buying, selling of any precious metals)							
Does your company accept precious metals from sources in Africa, including but not limited to the Democratic Republic of the Congo (DRC)? Yes: <input type="radio"/> No: <input type="radio"/> If yes, identify source of supply:							
Business Registration or Taxpayer number (please provide copies of documentation) Tax id number:							
Certification of Customer AML Regulatory Status: For US Customers only, IS in compliance with all anti-money laundering regulatory requirements for "dealers of precious metals" *** in particular, 31CFR 103.140 and the U.S. Patriot act [Pub.L.No. 10756,115 Stat. 272 (2001)] <input type="radio"/> YES <input type="radio"/> NO: (is not subject to U.S. requirement of 31 CFR 103.140 to develop and implement an anti-money laundering program for precious metals) Please provide reason in writing.							
Crafted Precious metals License (if not applicable please provide notarized letter of explanation) License number:				City of Houston Crafted metals Permit (if not required please attach a letter of explanation) Permit number: Expires:			
Will you be sending someone other than yourself to do transactions? Yes: <input type="radio"/> No: <input type="radio"/> If yes, please provide notarized letter with listed "runners" allowed to conduct business on your behalf.							
Please list 2 persons of whom we may contact about business matters if need:							
Contact Name:		Phone:		Email:			
Contact Name:		Phone:		Email:			

Acknowledgment & Agreement

Customer, by the below signature represents that all information provided on this Customer agreement form is true and accurate, certifies that the indicated business either has in place a written anti-money laundering program or is exempt from this requirement, and that Customer has read, understands, consents to and agrees to be bound by all agreements and policies in the Customer agreement (1. Gold and Silver Traders General terms and conditions. 2. Price forward agreement. 3. Supply Chain diligence policy.

Signature: _____

Print: _____

Date: _____

SUPPLY CHAIN DUE DILIGENCE POLICY

June 15, 2015 to present date.

Gold and Silver Traders participates in, cooperates with, and enhances worldwide efforts to ensure that precious metals come from legitimate, ethical sources, and that they have not been associated with crime, armed conflict, or human rights abuse. It is our policy to do business only with legitimate, law-abiding Customers, and to deny its products and services to all others.

This policy, and the program and due diligence procedures that implement it, are founded upon our general standards of business conduct, a commitment to:

- Conduct our business in a culture of honesty and opposition to fraud and corruption;
- Maintain high moral, ethical, and social standards in our business and Activities;
- Maintain proper business relationships with all individuals, including government officials and employees

We will implement this policy through a comprehensive management system. This system will not only carry forward the general standards of business conduct set forth above but will also direct our compliance with laws and guidance's that address or bear upon our acquisition of precious metals for refining, not only in our internal business conduct, but in our outside commercial relationships and transactions. In that regard, we commit to the following:

1. We will neither tolerate nor profit from, contribute to, assist, or facilitate the commission of torture, cruel, inhuman, and degrading treatment;
 - forced or compulsory labor;
 - the worst forms of child labor;
 - human rights violations and abuses;
 - war crimes, violations of international humanitarian law, crimes against humanity, or genocide.
2. We will not deal with, and will immediately discontinue engagement with, upstream suppliers where we identify a reasonable risk that they are committing (or are sourcing from or linked to any party committing) abuses described above.
3. We will not tolerate direct or indirect support to non-state armed groups, including, but not limited to, procuring precious metals from, making payments to, or otherwise providing assistance or equipment to, non-state armed groups or their affiliates who illegally control mine sites, transportation routes, points where precious metals are traded and upstream Actors in the supply chain; and/or tax or extort money or precious metals at mine sites, along transportation routes, or at points where they are traded or from intermediaries, export companies, or international Traders .
4. We will not deal with, and will immediately discontinue engagement with, upstream suppliers where we identify a reasonable risk that they are sourcing from or are linked to any party providing direct or indirect support to non-state armed groups as described above.
5. We affirm that the role of public or private security forces is to provide security to workers, facilities, equipment, and property in accordance with the rule of law, including law that guarantees human rights. We will not provide direct or indirect support to public or private security forces that commit abuses or that ACT illegally as described above.
6. We will not attempt to improperly influence others or offer, promise, give, or demand bribes or kickbacks in any form, and will resist their solicitation, and will not permit Company funds, assets, or property to be used to benefit any individuals, including government officials, our Customers, contractors, and suppliers illegally or in ways that violate this policy.
7. We will not disguise the origin of precious metals or misrepresent taxes, fees, and royalties paid to governments for the purposes of extraction, trade, handling, transport, and export of gold.
8. We will support efforts and contribute to the effective elimination of money laundering where we identify a reasonable risk of money laundering resulting from, or connected to, the extraction, trade, handling, transport, or export of precious metals.

We require our employees, agents, consultants, and business partners to comply with this policy, and we will enforce it with appropriate disciplinary measures, up to and including termination of employment or contracts.

PRICE FORWARD AGREEMENT
Gold and Silver Traders
GENERAL TERMS & CONDITIONS GOVERNING FORWARD CONTRACTS

This document sets forth the terms and conditions agreed to by GOLD AND SILVER TRADERS and CUSTOMER (as hereinafter identified) relating to the forward purchases and forward sales of precious metal pursuant to which (a) GOLD AND SILVER TRADERS contracts to purchase, and the CUSTOMER contracts to sell, precious metal at an agreed upon predetermined price with delivery of the precious metal by the CUSTOMER and payment of the purchase price by GOLD AND SILVER TRADERS to occur at a future predetermined date; or (b) the CUSTOMER contracts to purchase, and GOLD AND SILVER TRADERS contracts to sell, precious metal at an agreed upon predetermined price with delivery of the precious metal by GOLD AND SILVER TRADERS and payment of the purchase price by the CUSTOMER to occur at a future predetermined date ("Forward Contracts"). The date on which the precious metal is to be delivered, and the purchase price is to be paid, under the Forward Contract shall be known as the "Contract Due Date".

- 1 All requests for Forward Contracts must be placed through GOLD AND SILVER TRADERS
- 2 Open Forward Contracts will be applied on a first-in, first-out basis.
- 3 The CUSTOMER agrees to pay GOLD AND SILVER TRADERS the predetermined purchase price for forward purchases or deliver precious metal forward sold to GOLD AND SILVER TRADERS, as applicable, within ten (10) Business Days (as hereinafter defined) of the Contract Due Date. "Business Day" means each and every day other than Saturdays, Sundays and days on which GOLD AND SILVER TRADERS is closed by virtue of a national or state holiday. Confirmations of Forward Contracts will be sent the next Business Day to the CUSTOMER by GOLD AND SILVER TRADERS. The CUSTOMER agrees to examine the confirmation and, in the event of any error therein, to notify GOLD AND SILVER TRADERS of such error immediately by return fax. The CUSTOMER is hereby conclusively deemed to have waived any such error in GOLD AND SILVER TRADERS favor in the absence of such notification.
- 4 As a condition to entering into Forward Contracts, the CUSTOMER may be required by GOLD AND SILVER TRADERS to open and maintain a non-interest-bearing margin account during the period of the forward pricing relationship. In the event that GOLD AND SILVER TRADERS requires that the CUSTOMER maintain a margin account, the margin on deposit with GOLD AND SILVER TRADERS shall at all times be equal to or exceed the amount by which the market value, based upon the London Bullion Brokers' second fixing price on the valuation date (the "Market Value"), of the precious metal subject to the Forward Contract exceeds the purchase price set forth in the Forward Contract (the "Contract Price"). In the event that due to fluctuations in the Market Value the margin on deposit with GOLD AND SILVER TRADERS becomes insufficient to meet the requirements of the immediately preceding sentence, GOLD AND SILVER TRADERS may require, one (1) Business Days' notice, that the CUSTOMER deposit further margin in an amount necessary to satisfy such margin insufficiency.
- 5 In the event that CUSTOMER fails to (i) pay GOLD AND SILVER TRADERS the purchase price for forward purchases made as required under a Forward Contract within the ten (10) Business Days of the Contract Due Date, (ii) deliver precious metal to GOLD AND SILVER TRADERS for forward sales as required under a Forward Contract within the ten (10) Business Days of the Contract Due Date, or (iii) maintain the required margin account in the amount required by Section 4 hereof, GOLD AND SILVER TRADERS, without prejudice to any other right or remedy that GOLD AND SILVER TRADERS may have, shall be entitled to close-out and liquidate any or all outstanding Forward Contracts with the CUSTOMER (except to the extent that in the good faith opinion of GOLD AND SILVER TRADERS certain of such Forward Contracts may not be closed-out and liquidated under applicable law), by notice to the CUSTOMER (the date such notice is effective, the "Close-Out Date"). Where such close-out and liquidation is to be effected, it shall be effected by closing out each outstanding Forward Contract (including any such Forward Contract which has not been performed and in respect of which the performance date is on or precedes the Close-Out Date) so that each such Forward Contract is canceled, and GOLD AND SILVER TRADERS shall calculate in good faith and in a commercially reasonable manner (including, without limitation, using the London Bullion Brokers' second fixing price on the Close-Out Date) the aggregate termination amounts required to be paid by the CUSTOMER to GOLD AND SILVER TRADERS.
- 6 The CUSTOMER hereby indemnifies GOLD AND SILVER TRADERS and holds GOLD AND SILVER TRADERS harmless from and against any loss, cost or expense that GOLD AND SILVER TRADERS sustains or incurs as a consequence of (a) default by the CUSTOMER in the payment of any Forward Contract as and when due and payable (including, without limitation, as a result of prepayment or late payment of the purchase price); and (b) default by the CUSTOMER in delivering precious metal after the CUSTOMER has entered into a Forward Contract for the forward sale of precious metal to GOLD AND SILVER TRADERS. The indemnified loss and expenses shall include loss of anticipated profits and market loss, and loss or expense arising from interest or fees payable by GOLD AND SILVER TRADERS to lenders of funds obtained by it in order to enter into Forward Contracts and shall include loss and expenses resulting from the liquidation of the Forward Contract pursuant to the terms of this Agreement.
- 7 The CUSTOMER hereby grants to GOLD AND SILVER TRADERS, a lien, security interest and right of set off as security for all liabilities and obligations of CUSTOMER to GOLD AND SILVER TRADERS, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, including without limitation, all margin accounts, open metal accounts, pool accounts or other accounts now or

hereafter in the possession, custody, safekeeping or control of GOLD AND SILVER TRADERS , or in transit to it. At any time and from time to time, without notice to or consent by the CUSTOMER , GOLD AND SILVER TRADERS may set off and debit such accounts or any part thereof and apply the proceeds thereof to any liability or obligation of the CUSTOMER to GOLD AND SILVER TRADERS hereunder or under the Forward Contracts.

- 8 GOLD AND SILVER TRADERS shall invoice the CUSTOMER for any amount not otherwise paid hereunder or under the Forward Contracts, which the CUSTOMER agrees to pay, in full, by wire transfer no later than one (1) Business Day following the date of the faxed, or other, demand notification.
- 9 All sums owing to GOLD AND SILVER TRADERS hereunder or under the Forward Contracts shall to the extent permitted by law, until paid in full, bear interest (payable on demand) at a rate per annum equal to two percent (2%) over the Prime Rate (as quoted in the Wall Street Journal) from the time of default until payment in full, with interest changing on the effective date of each change in the Prime Rate. In the event of default by the CUSTOMER hereunder or under a Forward Contract, the CUSTOMER shall be responsible for all legal and other expenses incurred by GOLD AND SILVER TRADERS (including, without limitation, the fees and disbursements of the GOLD AND SILVER TRADERS counsel) in connection with the collection and enforcement of this Agreement and the Forward Contracts.

U.S. PATRIOT ACT

On October 26, 2001, the President signed into law the U.S. PATRIOT ACT (the ACT). Title III of the ACT makes a number of amendments to the anti-money laundering provisions of the Bank Secrecy ACT of 1970 (BSA) that are intended to promote the prevention, detection and prosecution of international money laundering and the financing of terrorism. Gold and Silver Traders actively supports this endeavor. Among the ACT's provisions are the requirements that all financial institutions - including dealers in precious metals -establish an anti-money laundering (AML) program and verify the identity of their Customer /vendors. It is for this reason that Gold and Silver Traders asks you for various identifying information. For AML programs to be effective, they require each of us to be alert to possible money laundering. The ACT and BSA apply severe penalties to money launders and also to those who ignore, or are "willfully blind" to suspicious activity that turns out to be money laundering. It is in the best interest of all of us to comply with the ACT and assist in the prevention of money laundering and terrorism funding.

Anti-Money Laundering

The U.S. Department of the Treasury has issued rules that require, effective January 1, 2006, precious metals dealers to establish an anti-money laundering program (AML) to comply with the Bank Secrecy ACT as amended by the U.S. PATRIOT ACT. In this regard, before we can undertake commercial Activities with you, we require certain information to be obtained and reviewed in order to facilitate compliance with our AML procedures. Gold and Silver Traders AML policies and procedures require the collection and assessment of certain information concerning the parties with whom we do or consider doing business in order to facilitate compliance with the AML regulations and our policies and procedures. The Commercial Information required in order to identify an existing or potential party such that Gold and Silver Traders may review and verify this information in order to satisfy the requirement of our AML program. Accordingly, all information requested in the form that is applicable must be provided in order for us to complete our review process. Please attached additional pages should more space be required for your response. It is the policy of Gold and Silver Traders to safeguard and treat as confidential information provided to it from commercial parties in connection with this AML Program in the same manner Gold and Silver Traders safeguards its own business information, subject to the following exceptions: such information is in the public domain, or is already or subsequently comes into the possession of Gold and Silver Traders , or to the extent such safeguarding would be inconsistent with governmental laws, rules, orders and regulations applicable to anti-money laundering programs or otherwise; the policies and procedures of this AML program, other legal considerations, or prudent business practices. Customer represents that it (a) has a written anti-money laundering program of compliance and supervisory procedures that complies with the Interim Final Rule of the U.S. PATRIOT ACT and the Bank Secrecy ACT, and provides for staff training and periodic audits to test the efficacy of the anti-money laundering program and its systems, (b) is not a "dealer in precious metals, stones and jewels" as defined in the Interim Final Rule of the U.S. PATRIOT ACT, or (c) is exempt from compliance therewith by one of the following: Retailer exemption Retailers that purchase only from other dealers who follow a U.S. anti-money laundering program are exempt from compliance. Additionally, retailers who purchase

By signing below, I agree that I have received and read the terms and conditions, Privacy Policy, Price forward agreement and supply chain diligence policy.

Signature: _____

Date: _____

Print: _____