



Gold Center Building, Deira, Dubai, Zone 2, 5th Floor, Office# 120, P.O. Box 211657
Tel: +971 4 226 6616, Fax: +971 4 228 3190, Email: info@nbh.ae

CORPORATE BULLION INVESTMENT AGREEMENT

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

(1) National Bullion House L.L.C

Unit 207, Building 4, Emaar Business Park, The Greens, Dubai-UAE
LICENSE No 689061
P.O. Box: 211657.

And

(2) The “Company”

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

Preamble:

The two parties agreed pursuant to the terms and conditions subject to which all transactions with regard to investment on precious metals (Gold, Silver, Platinum & Palladium) shall be done.

And the parties have agreed on the following:

1. Definitions:

1.1 Bullion: means precious metals bars or coins (Gold, Silver, Platinum & Palladium) separately, that are designated for trade by way of sell or purchase with the unit of ounce, Kg and / or 10 Tola, as it is considered of the high quality type of precious metals, unless otherwise stated and confirmed by the company upon conformity with purity minimum requirement according to the standards of Dubai Good Delivery (DGD) or London Good Delivery (LGD), bullions determination and distribution shall not be done until client request of physical delivery via NBH investment platform through a bullion account approved by the

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company, bullion type, location of physical delivery, the commodity shipping fees and the 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 Department of Economic Development of Dubai Government and Dubai Multi Commodities Center (DMCC).

- 1.2 All bullions determined for distributions are subject to the laws and regulations of delivery location, while all or any risks arise out of delivery process will be the client's or his attorney personal responsibility whether positive or negative.
- 1.3 The client may trade in any of the precious metals via NBH investment platform through any of the following approved accounts:
 - 1.3.1 **Regular Bullion account:** which is a trading account approved by the company 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:** through this account, the client can fix the precious metal price via approved investment platform by way of depositing a specific percentage of the deal pre-agreed value; the client shall complete the remaining value before applying to obtain the precious metals physical commodity within specific timeframe pre-agreed by both parties, with possibility to extend this timeframe by the company as it deem fit. A financial penalty shall be applied in a reasonable manner by the company if the client fails to cover the commodity value (deal) within the specific timeframe agreed upon by both parties.
- 1.4 Bullion trade value shall be calculated via the mathematical formula (bullion quantity in ounces, Kg or 10Tola x price 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, Kg or 10Tola x current market value in USD).

2. Terms and conditions of NBH Bullion Investment Agreement:

This agreement shall be subject to all terms and conditions mentioned below, while these terms and conditions in addition to schedule attached thereto as an integral part thereof:

- 2.1 All transactions agreed by both parties shall be subject to Physical redemption fees and shipping charges (in case if the client applied for commodity physical delivery); as well as

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the online transactions fees (Commission) and the part payment requirement mentioned in the attached schedule. The company shall have no right to change limits and prices without informing the client three working days earlier.

- 2.2 In case if any payment is due by any party (company or client) as a result of trading of precious metals according to above article 1.3.2 or the following articles 2.3, 2.4 or 2.5, then the due amount shall be paid by the binding party in the due date.
- 2.3 The company shall have the right upon prior notice to close all clients deals on the investment platform or to liquidate his account (provided that the company shall not be liable to return any deposits in case if any deals are remained pending or if any of the company obligations toward client being secured and irrevocable), in the following cases:
- A. Bankruptcy or material damage that result client's inability to pay his debts when fall due.
 - B. Summoning him by relevant authority's subject to his bankruptcy or similar situation as the case may be.
 - C. Appointing receiver or liquidator to manage all or any of his assets or properties.
 - D. Clients' failure in payment of any dues or obligations toward the company on its due dates.
 - E. Client's failure to maintain his part payment level above 0%.
- 2.4 In case of company liquidation, then the company shall inform the client in the following working day. In case if the company can't inform the client, then the liquidation process will not be stopped, and the company shall have no liability toward client.
- 2.5 If bullions can't be delivered for any illegal reason or if it is should be subject to taxes or due to the company believe that it will be illegal in any time or for any involuntary or Imperative reason which result 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 liquidation process for all dues within only one working day.
- 2.6 In case if 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 irrespective of any fees resulted of such process.
- 2.7 The company shall be liable to send client account statements or any notices to the client's email address or by fax, and shall be considered to be received by the client on the same

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- date of dispatching to the contact details provided by the client on the bullions accounts 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 party on behalf of client unless through the client's bank accounts (bank remittance or in case of cheques)
- 2.9 The two parties agreed that all payments shall be in USD or Euro to the company bank account in Dubai (or any equal amount in the 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 documents required to proof payment completion by the client in any of the company approved accounts, as well as, the company shall update the client with all updates of bank remittance, cheques or cash deposits and to confirm its 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 as a result of any costs, taxes, penalties or any damage whatsoever whether physical or moral, direct or indirect or any reasons out of the company reasonable control:
- 2.11.1 Governmental or judicial damage, exchange, waiver or 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 relate 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), while providing the company with incorrect information is considered and offense punished by law, as well, the client is liable to inform the company with any updates or explanations related to this form.
- 2.13 In case if any of article (or any part thereof) of this agreement 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 incase if any dispute or conflict of any type arises between them, then it will be discussed and settled amicably between them. In case if a settlement can't be reached within one week of objection sending date, then the company

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shall be liable to appoint one arbitrator to settle such dispute. If the two parties and the arbitrator failed to reach to 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 not less than 7 working days, such termination or revocation shall not negatively affect any pending and existing deals until being liquidated.

3. Discloser of risks:

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

- 3.1 The company is using an automated computer system through which the client logged to the account approved by the company via investment platform specialized for precious metal bullions online trading, this automated system may be corrupted for a period due to irregular reason which may prevent both parties from completing the required deal which may result loss of service order or reduce its execution speed. So, we recommend that the client, in this case, has to give his instructions required to complete such deal via recorded phone call to the relevant department to avoid loss the opportunity to fix the required prices, as this paragraph is not included within the company responsibility.
- 3.2 On the light of the company reservation of the clients, then the company recommend to the client to deal with his/her username and password carefully and keep it always only with him/her, the company shall not be liable for discloser of username and password due to client's negligence, as well NBH is recommend that the client must 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 that the client must keep the account settlement records on his/her personal PC, as the company is keeping electronic copies of such records, which may be damaged for several reasons. It is worth to mention that the company prints and copy the accounts records in weekly bases, as well as it keeps all the client's information in

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a huge database saved aside to avoid its loss, then loss of any such data is only a temporary issue that should be declared.

- 3.4 Loss stoppage system: which is an automated order to be put by the client aiming to limit loss to a specific amount by making these orders available, these orders may not be implemented due to several reasons as lack of liquidity or the high volatility in the precious metals market or which may prevent implementation of such orders, in this case, any negative effects will be totally the client responsibility.

4. Schedules and appendices:

The two parties agreed that the company commission for purchase and sale of precious metal (gold, silver, platinum or palladium) and the deposit percentage shall be as follows:

	Spread / Commission			
Gold	<input type="text"/>	<input type="text"/>	\$ per ounce	Special Bullion Account <input type="text"/> % part payment
Silver	<input type="text"/>	<input type="text"/>	\$ per ounce	Special Bullion Account <input type="text"/> % part payment
Platinum	<input type="text"/>	<input type="text"/>	\$ per ounce	Special Bullion Account <input type="text"/> % part payment
Palladium	<input type="text"/>	<input type="text"/>	\$ per ounce	Special Bullion Account <input type="text"/> % part payment

- The company shall have the right to review percentages and commissions in any time after signing of this agreement pursuant to a 3 working days' notice to the client, to be matched with changes and circumstances of precious metals market.
- The client will be informed with all fees related to the physical redemption fees of the commodity and shipping charges (in case if the client requests to send the commodity to his location) via email or by fax.

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By Signing these terms and conditions, the client signifies their agreement to the terms and conditions set out herein;

First Party (NBH Use):

Name	<input type="text" value="SABER MBAREK"/>		
Title	<input type="text" value="GENERAL MANAGER"/>		
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"/>

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CLIENT PROFILE (CORPORATE ACCOUNTS)/ KYC APPLICATION:

Purpose of this Account: Investment Trading Saving Hedging

Corporate Name

Business Type Regulated by

Address Tel:
Mob:

Post Box No. Fax:

E-mail Address License No.

Owners Name(s)

Account Operators & Dealers:

1. Name Passport No.

Position Email Tel:

2. Name Passport No.

Position Email Tel:

3. Name Passport No.

Position Email Tel:

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Bank Account Details & Initial Deposit:

Bank Name

Account No

Title of Account

Branch Address City Country

SWIFT

IBAN

How much will the initial deposit with NBH be?

Information Supplied by:

Name

Signatures Date

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