



PLATINUM LABELED GLOBAL EXPORTS
"Experts in Precious Metal Transaction Success"
HELP@PLATINUMLABELEDEXPORTS.COM,
CALL: 336.270.9460, WhatsApp +1.773.440.9151
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**PRECIOUS METALS CLIENT ACCOUNT
PROCUREMENT CUSTODY AND SETTLEMENT AGREEMENT**

Buyer's/Client Name	
Nationality:	
Passport No.	
Date of Issuance:	
Date of Expiration:	
Company Name	
Company Registration #:	
Buyer's Address	
Phone No.	
Website/Email	

Whereas:

- A. Platinum Labeled Global Exports Representative(s) will travel to Kenya on behalf of the buyer. Upon arrival, both Parties shall execute the transaction in accordance with the SPA.
- B. As agreed with the buyer, the Seller's representative along with Platinum Labeled Global Exports representative(s) must accompany the product to buyer's destination to witness final process unless the SPA states PICK UP in origin country.
- C. Buyer must meet at customs to clear delivery immediately upon arrival for travel to buyer's refinery.
- D. The Final Payment Bullion- will be made withing Seveny-two (72) hours of the refinery providing the buyer with complete and final documentation of assay including quantity (before and after melt weight) and quality (purity and fineness) of the refined gold (but for every intervening Sunday and/or banking holiday, an additional twenty-four (24) hours will be added to the deadline).



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In consideration of PLATINUM LABELED GLOBAL EXPORTS (PLGE) accepting and maintaining one or more Precious Metals accounts for Client, PLGE agrees to act as custody and settlement agent for Client. Client agrees to the following terms and conditions with respect to the settlement and custody of Precious Metals and Coins.

Definitions and Interpretations

1. "Precious Metals" shall mean gold, platinum, palladium, and silver Bullion and Coins that shall meet all qualifications as to hallmarks and fineness recognized to be acceptable to organized national U.S. commodity exchanges trading in the offered precious metals.
 - 1.1.1. "Ounces" shall mean fine ounces troy weight.
 - 1.1.2. "Coins" shall mean, Philippine Peso gold coins, U.S. gold coin, U.S. silver coins and any other Precious Metals coins purchased or sold through the depository.
 - 1.1.3. "Business Day" means a day on which both PLGE and the commodity exchanges are open in the City of New York for the transaction of business. "Business Day" for the depositories shall be days that the depositories are open to conduct business.
 - 1.1.4. "Bullion" means gold or silver bullion conforming to the fineness standards mentioned above.
 - 1.1.5. "Properly Executed" means signed by the account holder.
 - 1.1.6. "U.S. Dollar Value" of a number of Ounces of Precious Metals (gold, silver, platinum and palladium) on a given business day means the previous business day's LMBA closing price multiplied by the number of Ounces.
 - 1.1.7. "Good Funds" means U.S. currency or funds transferred by certified, bank cashier's, or teller's check drawn to the order of PLGE; wire transfer of funds to PLGE bank or good funds on deposit with PLGE.
 - 1.1.8. "Settlement Date" means the second business day following a transaction involving the purchase or sale of Bullion or Coin is affected for this account.
 - 1.1.9. "Agreement" means this Precious Metal Procurement Agreement, including all the Schedules annexed hereto, which form an integral part thereto and which may be amended, modified or supplemented from time to time in accordance with the terms hereof.
 - 1.1.10. "Agreement Term" shall have the meaning ascribed to it in Clause 9.1.1.
 - 1.1.11. "Applicable Laws" means all relevant or applicable statutes, laws, rules, regulations, directives in the USA and the Philippines and in the jurisdictions in which the actions provided for or contemplated under this Agreement are to be carried out or performed.
 - 1.1.12. "Business Hours" means 03:00 am to 06:00 pm in relation to a Business Day in the USA.
 - 1.1.13. "Cast Condition" means the quality of the casted precious metal bar.
 - 1.1.14. "Certificate of Ownership" means a certificate issued by PLGE in such form as PLGE may prescribe from time to time setting out the weight, fineness and the identification marks and numbers of each bar of the precious metal purchased by the Client pursuant to a Purchase Order.
 - 1.1.15. "Confirmation" means the expression of a Party's in a writing and evidencing a confirmation given under this Agreement.



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- 1.1.16. "Client's Liabilities" means all money, debts, obligations and liabilities now or in the future due, owing or incurred by the Client in any manner to PLGE, whether under this Agreement or any other agreement of the Client, whether actually or contingently, whether solely or jointly with any other person, whether as principal or surety or otherwise.
- 1.1.17. "Force Majeure Event" means any event or circumstance, the occurrence and effect of which is outside the reasonable control of a Party. 1.
- 1.1.18. "Philippines Bank" means the state-of-the-art secured warehousing premises for storage of high worth valuables at contracted PLGE Philippine Storage Bank.
- 1.1.19. "Liabilities" means any actions, claims, liabilities, expenses, costs, loss or damage of whatever nature (whether arising in contract, tort, common law or by statute) brought against, suffered or incurred by, or caused to the Client or any other person whosoever due to or arising out of or in connection with the performance of this Agreement and/or any loss of or damage to the precious metals dealt with under this Agreement.
- 1.1.20. "Market Value" unless otherwise provided under this Agreement shall, at any time, be equal to the London Bullion Market Association (LBMA) current daily price.
- 1.1.21. "Notices" shall have the meaning ascribed to it in Clause 16.1.
- 1.1.22. "Parties" means the parties to this Agreement and "Party" means either of them.
- 1.1.23. "Pricing Option 1" in relation to any Purchase Order shall have the meaning ascribed to it under Clause 3.1.3.
- 1.1.24. "Pricing Option 2" in relation to any Purchase Order shall have the meaning ascribed to it under Clause 3.1.4.
- 1.1.25. "Purchase Amount" in relation to any Purchase Order means the amount in United States Dollars which the Client is prepared to pay for the purchase of the precious metal and for the Storage Fees for the applicable Storage Fees Period.
- 1.1.26. "Purchase Confirmation" in relation to any Purchase Order means a confirmation by PLGE of the purchase by the Client of the quantity of the precious metal specified therein and at the price specified therein.
- 1.1.27. "Purchase Order" means an order in the form and terms prescribed or approved by PLGE from time to time.
- 1.1.28. "Storage Fees" means the fees referred to in Clause 8.1.1.
- 1.1.29. 1.1.22 "Storage Fees Period" means the period commencing on the date of the delivery at the Philippines Storage Bank and ending on 31st December of that year.
- 1.1.30. "Stored Metal" means the segregated physical precious metal stored at the Philippine Storage by PLGE for the Client.
- 1.1.31. "Termination Date" shall have the meaning ascribed to it in Clause 9.1.2.
- 1.1.32. "Termination Invoice" means the invoice issued by PLGE setting out details of any Storage Fees and/or any other Liabilities payable by the Client to PLGE upon termination of the Agreement Term.
- 1.1.33. "Warehouse Receipt" means the warehouse receipt issued pursuant to Clause 5.2.2.



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- 1.2. The headings and sub-headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No oral explanation or oral information by any Party hereto shall alter the meaning or interpretation of this Agreement.
- 1.3. Unless the context otherwise requires, in this Agreement:
- 1.3.1 Words using the singular or plural number also include the plural or singular number, respectively; words denoting any gender shall include all genders, and words denoting persons shall include firms and corporations and vice versa.
 - 1.3.2 The terms "hereof", "herein", "hereby", "hereto" and similar words refer to this entire Agreement and not any particular Clause, Schedule, or any other subdivision of this Agreement.
 - 1.3.3 References to any "person" include any natural person, corporation, judicial entity, association, statutory body, partnership, limited liability company, joint venture, estate, unincorporated organization or government, state or any political subdivision, instrumentality, agency or authority.
 - 1.3.4 The words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.
 - 1.3.5 References to "Clauses" and "Schedules" shall be construed as references to the clauses of and the schedules to this Agreement and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms.
 - 1.3.6 Any reference to any year means a calendar year.
 - 1.3.7 Any reference to any Party shall be construed as a reference to such Party's successors and permitted assigns.

Due Diligence

2. PLATINUM LABELED GLOBAL EXPORTS will open a Precious Metals account for Client upon the receipt of this executed agreement, a cash deposit sufficient to cover initial Precious Metals transactions, and the processing of the initial order for the purchase of Precious Metals, or
- 2.1. Prior to entering into this Agreement and subsequently whenever PLGE deems it necessary, PLGE shall carry out Client Due Diligence (CDD) inquiries in compliance with Applicable Laws, including anti-money laundering laws and regulations. The required CDD basic documents shall be downloaded from PLGE's website or communicated upon request. The Client undertakes to promptly provide PLGE with all and any information and/or documents which PLGE may at its sole discretion require for the purpose or to address any concern of PLGE. Upon completion and after PLGE's agreement, the CDD documents shall form the Schedule 1.
 - 2.2. The Client represents and warrants to PLGE that every information and document provided by or with the authority of the Client to PLGE shall be accurate and complete and that every document so provided, if not purporting to be a copy, is genuine and authentic and if it purports to be a copy of a document, is a true and accurate copy of that document.



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- 2.3. PLGE shall have the right (i) to defer entering into this Agreement and or accepting any Purchase Order as the case may be, as long as it deems it necessary for the CDD to be satisfactorily completed, and or (ii) to refuse to enter into this Agreement and or to accept any Purchase Order as the case may be, in case any due diligence requirement is not met.

Disclosure of Information

3. Its successors or assigns or other PLATINUM LABELED GLOBAL EXPORTS -designated Precious Metals dealer ("Metals Dealer"). Client hereby authorizes Client's introducing firm to place transactions for this account. The account shall be registered in accordance with Client's instructions and PLATINUM LABELED GLOBAL EXPORTS's policies and may be carried as an open ledger balance in any account which Client may maintain with PLATINUM LABELED GLOBAL EXPORTS. The open ledger balance carried for the account shall confirm that Client owns the quantity of Precious Metals described therein in the form of a specific but undivided interest in a segregated identified fungible bulk of Precious Metals held by a designated recognized depository institution for Client and other PLATINUM LABELED GLOBAL EXPORTS clients. If Client owns fabricated products such as Coins, the open ledger balance shall confirm that the designated recognized depository is storing such for Client and other PLATINUM LABELED GLOBAL EXPORTS clients.

3.1 The Client understands and agrees that, in proceeding to the CDD as per Section 2 above, PLGE shall apply the anti-money laundering standards that all information and document provided to PLGE in accordance with Clauses 2.1 and 2.2 above shall be transmitted and made available at all times by PLGE to Swiss Precious Metals SA in Geneva (Switzerland).

Dealing Procedures

4. PLATINUM LABELED GLOBAL EXPORTS may, from time to time, establish minimum ownership levels required to establish and maintain the account. Client understands that no fractions of Ounces may be settled for or maintained in the account for specific but undivided interests in a segregated identified fungible bulk of Precious Metals. Client acknowledges that PLGE has no obligation to enter any orders to purchase or sell Precious Metals for the account.
- 4.1. Purchase Order: During the Agreement Term, whenever the Client wishes to purchase segregated physical precious metal pursuant and subject to this Agreement, the Client shall complete and submit to PLGE a Purchase Order in the form prescribed by PLGE from time to time, specifying: (i) the Purchase Amount; (ii) the details of the Client's bank account from which the payment to PLGE will be made; and (iii) the Pricing Option which the Client has elected. The Client shall not amend, revise or withdraw any Purchase Order without the written consent of PLGE.
- 4.2. Payment: The Client shall pay PLGE the Purchase Amount in full by wire transfer and shall bear all costs in connection with such transfer, to the PLGE account specified by PLGE not later than 10 (ten) Business Days after the date of the Purchase Order. PLGE shall give the Client a notice of its receipt of payment of the Purchase Amount.



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4.3. Pricing Option 1: If the Client elects Pricing Option 1 in any Purchase Order, on the date when PLGE receives payment of the Purchase Amount PLGE shall purchase on behalf of the Client such quantity of the precious metal with reference to the then best current interbank spot market price. Thereafter, PLGE shall serve the Client a Purchase Confirmation.

4.4. Pricing Option 2: If the Client elects Pricing Option 2 in any Purchase Order, the Client undertakes to contact PLGE by telephone notwithstanding anything to the contrary in Schedule 2, within five (5) Business Days from the day PLGE has confirmed receipt of the payment of the Purchase Amount, in order to reach agreement with PLGE on the then best current LMBA at which the purchase is to be effected by PLGE on behalf of the Client. Thereafter, PLGE shall serve the Client a Purchase Confirmation.

4.5. Refund:

(i) In the event that PLGE purchases any quantity of any precious metal on behalf of the Client pursuant to any Purchase Order, PLGE shall refund the overpaid balance of the Purchase Amount, if any.

(ii) In the event that the Client elects Pricing Option 2 in any Purchase Order and PLGE and the Client fail to reach agreement in accordance with the terms and conditions set out under Clause 4.1.4, then the Purchase Order shall be deemed to have been cancelled and PLGE shall be entitled to charge the Client an administrative fee equal to 1% (one percent) of the Purchase Amount and PLGE shall refund the Purchase Amount, if previously paid to PLGE, less the sum of such administrative fee.

(iii) In the event that PLGE rejects any Purchase Order, it shall give notice thereof to the Client and shall, within 7 (seven) Business Days after such notice, refund the Purchase Amount. For the avoidance of doubt, the failure to reach agreement on the purchase price of the precious metal does not constitute a rejection of the Purchase Order.

(iv) Every refund by PLGE to the Client pursuant to this Clause 3.1.5 shall be made by transfer to the bank account from which the Purchase Amount was transferred to PLGE. The Client shall bear all bank charges imposed in respect of such transfer and these charges may be deducted from the sum required to be refunded. PLGE shall not be obliged to account to the Client for any interest earned on such sum.

4.6 Certificate of Ownership: PLGE shall within 30 days after the date of any Purchase Confirmation, issue and deliver to the Client a Certificate of Ownership with respect to each of the precious metals purchased by the Client pursuant to a Purchase Order.

4.7 Sale backs: The Client may sell to PLGE any Stored Metal subject to such terms and conditions as may be agreed in writing by and between PLGE and the Client from time to time.



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Title, Storage, and Risk

5. If Client desires to take delivery of all or any portion of the Precious Metals in storage, Client agrees to submit a request to PLGE for delivery. PLGE will arrange for transmittal of the delivery instructions to the depository. Client recognizes that the depository is not obligated to make such delivery unless the depository (or PLGE on its behalf) is paid (a) all storage fees due and owing under this agreement; (b) all applicable sales or other taxes; (c) all applicable Bullion bar, Coin or ingot fabrication fees (manufacturing costs) in accordance with the then current market pricing structure; and (d) all applicable shipping costs. The obligation to deliver Bullion shall be discharged by the delivery of Bullion bars or ingot conforming to the fineness specifications stated in paragraph 1(a) totaling the quantity in Ounces specified in the delivery order but not exceeding the open ledger balance in Client's accounts.
 - 5.1 The title to the precious metal purchased by the Client pursuant to any Purchase Order shall pass upon issuance of an Ownership Certificate with respect thereto.
 - 5.2 Storage- During the Agreement Term PLGE shall store for the Client at the Philippines Storage Bank all the precious metal purchased by PLGE on behalf of the Client, subject to the terms of this Agreement.
 - 5.2.1 PLGE shall provide the Client with a Warehouse Receipt: (i) upon delivery and storage of any physical precious metal purchased by the Client pursuant to a Purchase Order; and (ii) pertaining to the Stored Metal, upon request but at least once in each year.
 - 5.2.2 PLGE shall at least once in each year send by email to the Client a statement specifying all the details with respect to the Stored Metal as well as the Market Value(s) relating thereto.
 - 5.2.3 Such Warehouse Receipt (Clause 5.2.2) and statement (Clause 5.2.3) shall, save for manifest error, constitute binding and conclusive evidence as to the details stated therein.
 - 5.3 Risk- The risk in the Stored Metal shall pass to the Client upon delivery to the Client.
 - 5.3.1 The number and size of bars, ingots, or Coins delivered shall be determined at Client's discretion. The obligation to deliver bars, ingots, or Coins shall be discharged by the delivery of all or a portion of the bars, ingots, or Coins represented in the account per Client's written instruction.

Inspection, Audit, and Collection

6. The Client shall be entitled to inspect, audit and or collect part or all of its Stored Metal at the Philippines Storage Bank, subject to the terms of this Agreement.
 - 6.1. Inspection, audit and collection shall be organized upon prior written request exclusively and such request shall be submitted in such form as may be prescribed by PLGE from time to time.
 - 6.1.1. The requested date shall be at least 10 (ten) Business Days from the date on which PLGE receives the Client's request and PLGE shall serve a written notice to the Client specifying the date and time at which Stored Metal may be inspected at the Philippines Storage Bank or at which such requested inspection, audit and or collection may take place. Such notice may be delayed in the event that PLGE has reason to believe that such request had not been duly issued by the Client or PLGE is still investigating the authenticity of such request or any authorization or direction of the Client in connection with such request.



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6.1.2. The Client shall pay PLGE such fees as may be prescribed by PLGE from time to time for any inspection and or audit of any Stored Metal, notwithstanding that the Client fails to inspect and or audit the Stored Metal at the appointed date and time. The collection fees are included in the Storage Fees.

6.2. The Client shall be granted access at the Philippines Storage Bank to inspect, audit and or collect the Stored Metal and shall observe and comply with and shall procure that all its officers, representatives and agents observe and comply with all requirements and procedures imposed by PLGE in relation thereto.

6.2.1. For the purposes of Security and of preserving the Cast Condition of the Stored Metal, the Client and its authorized representative or auditor shall, prior to handling the precious metal during an inspection and/or an audit, execute a disclaimer in the form and on the terms and conditions prescribed by PLGE from time to time.

6.2.2. The Client shall ensure that each inspection, audit and collection shall be completed within the time allocated by PLGE. 6.1.1 Within the Philippines Storage Bank, the Client shall observe and comply with and shall procure that all its officers, representatives and agents observe and comply with all directions, requirements, procedures and measures imposed by the Philippines Storage Bank and or PLGE.

6.3. Client's Instructions and Representative -The Client may appoint any person to inspect, audit and or collect any Stored Metal on behalf of the Client. To this end, the Client shall provide PLGE with a power-of-attorney in the form as prescribed by PLGE from time to time. Any such executed power-of-attorney shall remain in effect until revoked in writing by the Client. Alternatively, upon the Client's written request, PLGE may organize an audit on behalf of the Client.

6.3.1. PLGE may (but shall not be obliged to) accept and act upon any request, instruction, appointment or authorisation which appears to have been issued by the Client.

6.3.2. PLGE shall be entitled (but shall have no obligation) to make such enquiries to determine or verify the authenticity of any appointment by the Client of any agent or representative to inspect, audit and or collect any Stored Metal on behalf of the Client.

6.3.3. PLGE shall not be obliged to accept and act upon any instruction by or on behalf of the Client or any document or authorisation executed by or on behalf of the Client unless PLGE is satisfied that it has been duly and properly executed by the Client or by a person having authority to execute the same for or on behalf of the Client and shall not be liable to the Client for any loss or damages arising from any delay on the part of PLGE to act on any such instruction, document or authorization.

Lien

7. Title to the Bars, Bullion, or Coins purchased by Client shall pass to Client on the settlement date following payment in full for Client's purchase. If Client fails to pay for any purchase on settlement date, PLATINUM LABELED GLOBAL EXPORTS may sell all or any portion of the Bullion or Coins in the account without notice to the Client in order to satisfy such deficiency just as if Client had given PLATINUM LABELED GLOBAL EXPORTS or its designated agent an order to sell such Bullion or Coins. The proceeds of such sale shall first be applied to the satisfaction of any fees owed and then to the satisfaction of the account payment obligation with any deficiency charged to Client's account.



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- 7.1. Lien PLGE shall have a lien on the Stored Metals as security for the payment and discharge of all the Client's Liabilities and notwithstanding anything to the contrary in this Agreement, PLGE shall be entitled to retain the Stored Metal until full and unconditional payment and discharge of all the Client's Liabilities and PLGE may at any time after any sum shall become due and payable from the Client to PLGE and after prior notice to the Client sell or dispose of any or all Stored Metals in such manner and on such terms as PLGE considers appropriate and apply the proceeds of sale after deducting all expenses incurred by PLGE in the sale towards payment of any of the Client's Liabilities.
- 7.2. Reports of account statements of this account shall be conclusive if not objected to in writing within ten (10) days after PLGE mails them to the address of account title. Communication mailed to Client at the address specified on the account statement shall, until PLGE has received notice in writing or a different address be deemed to have been personally delivered to Client who agrees to waive all claims resulting from failure to receive such communications.

Storage Fees

8. Fees- The Client shall pay PLGE Storage Fees:

- 8.1. for the applicable Storage Fees Period in the sum equal to 1% (one percent) of the purchase price pro rata temporis

8.1.1 Up to 31 December of the current year, and thereafter in each civil year in the sum equal to 1% (one percent) of the Market Value of each Stored Metal as determined on 31st December of the previous year.

- (i) The Storage Fees are due for the storage, custody and management services provided under this Agreement, including services relating to: the highly secured storage of the Stored Metal;
- (ii) the insurance in relation to the Stored Metal;
- (iii) the issuance of Warehouse Receipts;
- (iv) the provision of yearly statements; and
- (v) the collection of the Stored Metal.

8.1.1.2 Notwithstanding the above, should the Market Value of the Stored Metal increase by more than 50% from the time that the insurance costs were last calculated, the Client shall be liable for the incremental insurance costs, which will be charged separately by PLGE.

8.1.1.3 In addition to the Fees, PLGE reserves the right to pass on to the Client any increase in the costs of storage or insurance that would be charged by third parties from time to time. PLGE shall inform the Client of such additional charges as soon as and whenever possible.

8.1.2 Payment of Fees -The Storage Fees shall be included in the Purchase Amount (Clause 7.1.1.(i) and thereafter they shall be payable annually in advance subject to the terms of this Agreement.

8.1.3 PLGE shall within 30 days after the commencement of each year render to the Client an invoice setting out the total Storage Fees payable with respect to the entire year and the computation of the Storage Fees. The Client shall within 30 days after the date of the invoice make payment to PLGE of the sum stated in the invoice to be due to PLGE.



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- 8.1.4 The Storage Fees with respect to any year shall not be reduced notwithstanding any reduction in the quantity of any of the Stored Metals during the year and shall not be refundable to the Client notwithstanding collection of any or all the Stored Metals at any time during the year.
- 8.1.5 All payments by the Client shall be made in full without any deduction or withholding whether in respect of any setoff, counterclaim or otherwise. Time shall be of the essence in the payment of all Fees and/or costs payable under this Agreement. If the Client fails to make payment as required, interest on outstanding amounts shall accrue from the due date until full payment at a rate of 5% per year, without prejudice to any other rights and remedies available to PLGE under this Agreement.
- 8.1.6 All sums are payable by the Client to PLGE by wire transfer to such account of PLGE and with such bank as PLGE may designate from time to time for such purpose, or by such means as the Parties may hereinafter agree.
- 8.2 Taxes, Set Off and Withholding- The Client shall bear and pay to PLGE all goods and services tax, value added and/or other similar taxes as may be imposed or levied under any applicable law in respect of any transaction with PLGE, including the storage of Stored Metals and the provision of any services by PLGE. PLGE shall include the amount of such taxes and levies in its invoice to the Client.
- 8.2.1 All payments to PLGE shall be made free of:
- (i) any deductions or withholdings in respect of taxes imposed by any applicable law; and
 - (ii) any rights of set-off
- 8.2.2 If the Client or any other person making payment on its behalf is required under any law to deduct or withhold any tax or other amount from any fee or other sum paid or payable to PLGE, then the Client:
- (i) shall pay to PLGE such additional amount as is necessary to ensure that PLGE will receive and retain on the due date a net sum equal to what PLGE would have received and so retained had no such deduction or withholding been required or made;
 - (ii) shall pay or procure the payment of that tax or other amount before any interest or penalty becomes payable; and
 - (iii) shall immediately after paying that tax or other amount deliver to PLGE satisfactory evidence of such payment.
- 8.3 Client agrees to prepay to PLGE a storage fee covering storage, insurance, and other costs incurred by PLGE and PLGE agents in accordance with the then current storage fee schedule based upon the U.S. Dollar Value of the total balances in Client's account calculated as of the last business day of every quarter and payable as of the first business day of the new quarter, commencing in the quarter during which the undersigned establishes the account with PLGE. Client acknowledges that the current prepaid quarterly storage fee will not be subject to a refund for any sale or delivery of Precious Metals prior to the end of the prepaid quarter. PLGE is authorized to charge the storage fee to Client's securities account provided PLGE notifies Client of such charges.



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Duration and Termination

9. Agreement Term

9.1. The term of this Agreement shall commence on the date of this Agreement and shall end on the Termination Date (the "Agreement Term").

9.1.1 Either Party shall be entitled to terminate the Agreement Term by service of a notice on the other Party specifying a date of termination (the "Termination Date") which shall not be less than ten (10) Business Days from the date of such notice.

9.1.2 This Agreement shall continue to be valid upon the Client's death, liquidation, closure, incapacity or bankruptcy.

9.2 Consequences of Termination

9.2.1 Upon the termination of the Agreement Term:

- i. the Client shall pay to Platinum Labeled Global Exports any and all sums due under this Agreement before any collection of part or all of the Stored Metal if any can take place; PLGE shall, if applicable, issue the Client a Termination Invoice and the Client shall forthwith pay PLGE the amount set out in the Termination Invoice;
- ii. subject to Clauses 9.2.1(i) and 9.2.2, and in accordance with the terms and conditions of this Agreement, the Client shall collect all the Stored Metal if any, at the latest 7 (seven) Business Days before the Termination date on a date and time to be agreed by PLGE;
- iii. no new Purchase Orders shall be issued by the Client and PLGE shall not accept any such Purchase Orders; in the event that any Purchase Order had been issued by the Client to PLGE prior to the Termination Date in relation to which no Purchase Confirmation has been issued by PLGE, such Purchase Order shall be deemed to be cancelled PLGE shall refund the relevant Purchase Amount, if previously paid to PLGE, within 7 Business Days;
- iv. in the event that any Purchase Confirmation had been issued by PLGE prior to the Termination Date, PLGE shall be entitled to:

- (a) cancel such Purchase Confirmation and the Purchase Order in relation thereto and PLGE shall refund the relevant Purchase Amount to the Client within 7 Business Days; or
- (b) issue to the Client the Certificate of Ownership for the precious metal referred to in such Purchase Confirmation and the Parties shall effect collection of such precious metal in accordance with the procedures set out in this Clause 9.2.1; in the event that any Certificate of Ownership had been issued by PLGE to the Client prior to the Termination Date, the Parties shall effect collection of such precious metal in accordance with the procedures set out in this Clause 9.2.1.

9.2.2 In the event that the Client fails to collect all the Stored Metal by the Termination Date, PLGE shall be entitled to sell and dispose of the Stored Metal at such price as may be appropriate and shall apply the proceeds in payment of:

- (i) all fees and expenses incurred in connection therewith; and
- (ii) all the Client's Liabilities to PLGE, and PLGE shall pay to the Client the balance of the proceeds remaining thereafter, if any.



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9.3 The termination of the Agreement Term shall not:

9.3.1 affect, release or discharge the Client from its obligations and liabilities which accrued or were incurred prior to the Termination Date; or

9.3.2 relieve the Client of any obligations under this Agreement that are not expressed to be contingent upon the continuation of the Agreement Term.

Representations and Warranties

10. Client may deliver into Client's account, and PLATINUM LABELED GLOBAL EXPORTS may receive subject to PLGE's approval, any Precious Metals already owned by Client. Client, in conjunction with Client's introducing firm, shall complete a packing slip provided by PLGE for all approved Coin and Bullion. Any such deliveries will be subject to inspection and may, at PLGE's discretion, require an assay and/or an authentication examination, the cost of which will be borne by Client. Client will be responsible for all costs involved in any such delivery. PLGE reserves the right, in its sole discretion, to refuse to accept any such deliveries for any reason whatsoever.

10.1 The Client hereby represents and warrants to PLGE that:

10.1.1 the Client has full power and authority to:

- (i) enter into this Agreement;
- (ii) perform its obligations under and as contemplated by this Agreement; and
- (iii) give the Bank any instructions that may be given from time to time;

10.1.2 THE CLIENT IS FULLY APPRISED OF THE RISKS INHERENT IN THE SALE AND PURCHASE OF PRECIOUS METALS; THE CLIENT HAS MADE ITS OWN ASSESSMENT OF SUCH RISKS, HAS SOUGHT ITS OWN INDEPENDENT INVESTMENT ADVICE AND IT HAS THEREBY DETERMINED THAT ISSUING A PURCHASE ORDER(S) IS SUITABLE AND APPROPRIATE IN LIGHT OF THE CLIENT'S FINANCIAL POSITION;

10.1.3 the entry into this Agreement hereunder does not and will not violate the Client's charter, by-laws or any other constitutional document, nor any laws or regulations to which the Client or its property is bound or subject to;

10.1.4 the Client will at all times during the term of this Agreement comply with all Applicable Laws; and

10.1.5 the actions or transactions authorised, approved or agreed to by the Client or provided for or contemplated under this Agreement shall not give rise to any claim by any person against PLGE.

10.2 PLGE hereby warrants that any precious metal purchased by the Client pursuant to any Purchase Order will be consistent with the specifications provided herein and that such precious metal shall be kept within the Philippines in segregated storage.

10.3 The Parties hereby acknowledge and accept that there are no express warranties other than those herein specified. No warranty of merchantability, or of fitness for a particular purpose, or any warranty of any other nature shall be implied.



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Disclaimer on Market Information

11. PLATINUM LABELED GLOBAL EXPORTS or its designated Metals Dealer shall not be liable for refusing to obey any instructions given by or for Client with respect to Client's account or the property therein, which has been or becomes the subject of any attachment, sequestration, lien or judgment in any legal proceeding against or directly or indirectly involving Client's account or the property therein, and PLGE shall be under no obligation to contest the validity of such attachment, sequestration, lien or judgment.
- 11.1 PLGE may, from time to time during the Agreement Term, provide to the Client certain market and/or trading recommendations and/or information (the "Information"). The Client acknowledges and agrees that SUCH INFORMATION:
 - 11.1.1 IS GENERAL IN NATURE AND DOES NOT HAVE REGARD TO ANY INVESTMENT OBJECTIVES, FINANCIAL SITUATION AND/OR SPECIFIC NEEDS OF THE CLIENT; AND
 - 11.1.2 IS FOR INFORMATIONAL PURPOSES ONLY AND SHALL NOT CONSTITUTE PROFESSIONAL ADVICE IN RELATION TO ANY INVESTMENT IN ANY PRECIOUS METALS, AND SHOULD NOT BE RELIED UPON AS SUCH.
- 11.2 PLGE shall not be responsible for the accuracy or completeness of the Information.
- 11.3 PLGE shall have no obligation to apprise the Client of the Market Value of any precious metal, nor in any way advise the Client with respect to the precious metals market in general.

Exclusions and Limitations

12. PLATINUM LABELED GLOBAL EXPORTS shall not be liable for losses or actions which are caused directly or indirectly by government restrictions, exchange or board of trade rulings, war, strikes, delays in the transmission or execution of orders due to transmission or communication failure or other conditions beyond PLGE's control. PLGE is hereby authorized to take such action with respect to the account and property held therein, without notice to Client, as PLGE may deem necessary to comply with directives issued by an exchange, board of trade, markets, clearing house, or governments.
- 12.1 Without prejudice to any other provision of this Agreement, PLGE shall not be liable to the Client in respect of Liabilities incurred by reason of or arising from:
 - 12.1.1 any loss of or damage to the Stored Metal howsoever occurring whilst the same is in the possession or control of the Client;
 - 12.1.2 any act (including but not limited to fraud or dishonesty), default, omission or negligence on the part of any of the servants, agents or contractors or subcontractors of PLGE in the delivery, the handling and or the removal of any Stored Metal to, within or from the Philippines;
 - 12.1.3 any delay (howsoever occurring) in the dispatch or delivery to the Client of any precious metal purchased pursuant to any Purchase Order;
 - 12.1.4 PLGE accepting and acting on any requests and instructions transmitted pursuant to the Schedule 2 whether by facsimile, electronic mail or other telecommunication processes or over the telephone which appears to PLGE to be from the Client or any person authorised by the Client and which turns out to have been forged, fraudulent or unauthorised and/or to have been tampered with or altered; and/or
 - 12.1.5 any miscommunication, breakdown in communication, unauthorised entry into electronic mail or electronic post boxes, delay, forgery, mutilation or duplication in connection with the use of postal



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services, facsimile, electronic mail or other telecommunication processes, or telephonic or other means of communication between the Parties.

12.2 The liability of PLGE to the Client in respect of any and all Liabilities caused by or arising from any breach of any obligation or duty of PLGE under or arising from this Agreement in respect of the purchase and storage of precious metal pursuant to a Purchase Order, Purchase Confirmation and/or Certificate of Ownership and/or of a sale of the Stored Metal pursuant to Clause 4.2 (if and to the extent not otherwise excluded or limited by any provision of this Agreement) shall not in aggregate exceed the Storage Fees paid to PLGE in the six months immediately preceding the date on which such breach occurred.

12.3 Without prejudice to the generality of the foregoing and notwithstanding any provision to the contrary in this Agreement or in any other agreement between PLGE and the Client, PLGE shall not in any event be liable to the Client for any special, indirect or consequential Liabilities, or for punitive damages, whether arising from any breach of PLGE's obligations to the Client or otherwise, including for the avoidance of doubt Liabilities arising from any obligation of the Client to any third party in respect of (i) any precious metal that is the subject of a Purchase Order, Purchase Confirmation and/or Certificate of Ownership, and/or (ii) any Stored Metal, and/or (iii) any sale of the Stored Metals.

Indemnity

13. This agreement cannot be modified or any of its provisions waived except in writing signed by one of PLATINUM LABELED GLOBAL EXPORTS's senior officers and no failure on PLGE's part to exercise or enforce any rights under this agreement, shall be deemed a waiver in any other instance. The terms and conditions appearing on the purchase or sale confirmation mailed to Client are hereby incorporated in this agreement by reference.

13.1 The Client shall fully indemnify PLGE against all claims, liabilities, expenses, costs, loss or damage of whatever nature (including all legal fees and expenses on an indemnity basis) brought against, suffered or incurred by PLGE arising out of or in connection with:

13.1.1 any breach of the terms and conditions of this Agreement by the Client;

13.1.2 any Liabilities which may be suffered by, incurred by or brought against PLGE (other than Liabilities caused by the breach or wilful misconduct of PLGE);

13.1.3 any claims by any person against PLGE arising from any act, default or omission of the Client or any breach of any warranty or obligation of the Client under this Agreement; and

13.1.4 the enforcement or attempted enforcement by PLGE of its rights against the Client under this Agreement.

Force Majeure

14. This agreement is made under and shall be governed by the laws of the United States of America and the State of North Carolina. This agreement shall govern individually and collectively all accounts, which Client opens or reopens with PLATINUM LABELED GLOBAL EXPORTS. It shall inure to the benefit of, and bind, PLGE's successors and assigns as well as Client's heirs, executors, administrators, legatees, personal representatives, successors, and assigns.

14.1 A Party shall not be liable to the other Party or be deemed in breach of this Agreement by reason of any delay in performing, or any failure to perform, its obligations, if the delay or failure was due to a Force Majeure Event, provided that such Party shall:

14.1.1 as soon as practicable serve on the other Party written notice thereof specifying the particulars of the Force



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Majeure Event, the extent to which such Party is unable to discharge or perform its obligations, the reasons for and the estimated duration of such inability; and

14.1.2 take such action as is within its powers to minimize the duration and effect of the Force Majeure Event on such Party.

Confidentiality

15. If any part of this agreement is determined to be invalid, only that part of it so determined will become invalid. In all other respects this agreement shall continue and remain in full force and effect.

15.1 The Parties shall keep confidential the terms and existence of the following confidential information (the "Confidential Information"): (i) this Agreement; (ii) the Schedules thereto and all related documents; (iii) the Parties' identities, related companies, employees, Clients, suppliers, affairs, operations and/or business methods; (iv) any business relationship or arrangement made under this Agreement or in relation thereto; and (v) any and all information obtained under or in connection with this Agreement.

15.2 All communications between the Parties and all information and other material supplied to or received by either Party from the other is by its nature intended to be exclusively for the knowledge of the receiving Party alone and any Confidential Information shall be kept confidential by the receiving Party except as otherwise provided herein.

15.3 Either Party agrees to use and disclose any of the other Party's Confidential Information only for or in connection with the performance of its obligations under this Agreement or in compliance with any applicable laws or regulations.

15.4 The Confidential Information includes any and all information relating to:

15.4.1 either Party, its related companies, employees, Clients, suppliers, its affairs, operations, business methods or work systems;

15.4.2 any business relationship, arrangement, contract or transaction between either Party and any person (including those contemplated in this Agreement); and

15.4.3 the organisation, businesses, accounts, finances, budgets, transactions or affairs of either Party, their clients or suppliers.

15.5 Notwithstanding the foregoing, Clause

15.5.1 shall not apply to any information which: 15.5.1 is already generally known to the public and which is not released to the public domain in breach of any confidentiality obligations hereunder;

15.5.2 is required to be disclosed pursuant to any applicable laws or to any competent governmental or statutory authority or pursuant to rules or regulations of any relevant regulatory, administrative or supervisory body;

15.5.3 is required to be disclosed pursuant to any legal process issued by any court of tribunal; and

15.5.4 a Party has consented in writing to its disclosure by the other Party

15.6 Each Party shall observe the above-mentioned restrictions and shall take all reasonable steps to minimize the risk of disclosure of confidential information, by ensuring that only its employees and directors whose duties will require them to possess any of such information shall have access thereto, and that they shall be instructed to treat the same as confidential.

15.7 The obligations contained in this Clause 15 shall endure without limit in point of time except and until the confidential information enters the public domain as set out in Clause 15.5 above.



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Notices

16. This agreement shall continue in full force and effect until terminated by PLATINUM LABELED GLOBAL EXPORTS in writing or by Client with a signed letter sent to Client's introducing firm office by certified mail, return-receipt requested.
- 16.1 The Client hereby undertakes to specify in the Schedule 2 hereto the means of communication which the Client agrees to be used by and between the Parties under this Agreement, subject to Clause 4.1.4 (Pricing Option 2).
- 16.2 Subject as otherwise stated in this Agreement and its Schedules, all notices, demands or other communications required or permitted to be given or made hereunder ("Notices") shall be in writing and delivered personally, or sent by prepaid registered post with recorded delivery, or by telefax addressed to the intended recipient thereof at its address or at its telefax number (or to such other address or telefax number as a Party may from time to time duly notify the other in writing), or by email at its electronic address, as follows:
- 16.3 Such Notices shall be deemed duly served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery.
- 16.4 Subject to Clause 6.2.1, the Client shall duly and promptly notify PLGE of the person(s) authorised to act and give PLGE any consent, request or instruction on its behalf with respect to any action or matter under or arising from or contemplated by this Agreement, including the signing of any Notices on its behalf and of any change in such authorisations.

Charge and Encumbrance

17. Client acknowledges that this account represents specific but undivided interests in a segregated identified fungible bulk of Precious Metals holdings in this account. Client authorizes PLATINUM LABELED GLOBAL EXPORTS and PLGE's agent, for convenience of safekeeping, to commingle such Bullion and Coins with that of other investors.
- 17.1 The Client may not assign, charge or create any encumbrance or interest on or over the Client's rights under this Agreement or arising from any purchase of precious metal from PLGE without the express written consent of PLGE and PLGE shall not be required to recognise any person as having any right or interest in this Agreement or in any precious metal purchased by PLGE on behalf of the Client, other than the Client.

General Provisions

18. PLATINUM LABELED GLOBAL EXPORTS may terminate this agreement upon thirty (30) day notice to Client. Client agrees to arrange transfer of custody of Client's Precious Metals holdings to another custodian upon termination of this agreement. PLGE will have no further obligations except to hold the Precious Metals in accordance with the terms of this agreement, pending the timely receipt of written instructions from Client regarding the further disposition of the Precious Metals.
- 18.1 This Agreement and all its Schedules contain the entire agreement between the Parties with respect to its subject matter, supersedes all previous agreements and understandings between the Parties, and may not be modified except by an instrument in writing signed by the Parties and/or their duly authorized representatives.
- 18.2 A Party may not assign or transfer its rights, benefits or obligations under this Agreement without the prior written consent of the other Party.
- 18.3 PLGE may amend, vary or supplement any terms or conditions of this Agreement by giving notice thereof to the Client and any such amendment, variation or supplement shall take effect as from the date specified in such notice or in the absence thereof as from the date of such notice.
- 18.4 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of any term of this Agreement.
- 18.5 The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any purchase and/or sale of precious metal made under this Agreement.



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- 18.6 No failure or delay on the part of a Party to exercise any right or remedy under this Agreement shall operate as waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies provided by the applicable laws, rules and regulations.
- 18.7 The terms and conditions of this Agreement are declared to be severable. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the Parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the Parties' intent in entering into this Agreement.
- 18.8 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.
- 18.9 Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, performance, breach or termination, shall be first amicably settled, and if any attempt at doing so fails, it shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.
- 18.9.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, performance, breach or termination, shall be first amicably settled, and if any attempt at doing so fails, it shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force,

Any dispute hereunder shall be submitted to arbitration at the office of the American Arbitration Association in New York City, pursuant to the rules of that association.

CLIENT HAS READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS PRECIOUS METALS CLIENT ACCOUNT CUSTODY AND SETTLEMENT AGREEMENT AND REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO SIGN THIS AGREEMENT. CLIENT RECOGNIZES THAT INVESTMENTS IN PRECIOUS METALS ARE HIGHLY SPECULATIVE, SUBJECT TO VOLATILE PRICE MOVEMENTS, AND PAYS NO INTEREST. METALS HELD IN THE ACCOUNT OF CLIENT ARE NOT ELIGIBLE FOR USE AS COLLATERAL FOR MARGIN PURPOSES. FURTHERMORE, CLIENT ACKNOWLEDGES THAT THE PRECIOUS METALS BALANCE IN THIS ACCOUNT IS INELIGIBLE FOR SECURITIES INDUSTRY PROTECTION CORPORATION (SIPC) COVERAGE.



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Schedule 1 Client Due Diligence (CDD)

In order to comply with USA, Philippines, and international anti-money laundering (AML) laws, the following documents must be provided if the Client is:

A. An operating entity regulated from an AML standpoint (e.g. banks, brokers, insurances, fund managers, asset managers)

A1 – Company Information Form: duly completed and signed

A2 – Certified true copy of the company's certificate of incorporation (not more than one year old) or equivalent document

A3 – Certified true copy of a document stating the names of all the persons entitled to sign on behalf of the company, and a certified true copy of their passports

A4 – Authorized Signatories Form: duly completed and certified true copy of their passports

A5 – Copy of the confirmation by the relevant body of the company's regulatory status
B An operating entity not regulated from an AML standpoint (e.g. law firms, accountants)

B1 – Company Information Form: duly completed and signed

B2 – Certified true copy of the company's certificate of incorporation (not more than one year old) or equivalent document

B3 – Certified true copy of the company's bylaws

B4 – Certified true copy of a document stating the names of all the persons entitled to sign on behalf of the company, and a certified true copy of their passports

B5 – Authorized Signatories Form: duly completed and certified true copy of their passports

B6 – Identification of the Beneficial Owner's Identity Form: duly completed and signed

C. A domiciliary entity or autonomous estate (patrimony)

C1 – Domiciliary Company Form: duly completed and signed

C2 – Certified true copy of the company's certificate of incorporation (not more than one year old) or equivalent document

C3 – Certified true copy of the company's bylaws



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C4 – Authorized Signatories Form: duly completed and certified true copy of their passports

C5 – Certified true copy of a document stating the names of all the persons entitled to sign on behalf of the company, and a certified true copy of their passports C6 – if a discretionary and irrevocable trust or foundation: Organized associations of individuals, assets or patrimony without specific beneficial owners Form: duly completed and signed C7 – if a trust or a foundation: Certified true copy of the trust deed or of the foundation charter

D. A natural person

D1 – Natural Person Form: duly completed and signed

D2 – Certified true copy of the Client's passport

D3 – Identification of the Beneficial Owner's Identity Form: duly completed and signed

D4 – Bank Reference Letter



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Schedule 2 Means of Communication: Client's Instructions

Pursuant to Clause 16.1 of this Agreement, the Client hereunder specifies the means of communication to be used under this Agreement.

1. Subject to Clause 4.1.4 (Pricing Option 2), the Client hereby determines all and any instructions under the Precious Metal Agreement be given:

from PLGE to the Client: by

☐ Telephone: Tel No: _____

☐ Telefax: Fax No: _____

☐ Email: Email Address: _____

☐ Telephone:

☐ Telefax:

☐ Email:

2. The Client understands and agrees that PLGE is authorized to act upon the above Instructions and that this authorization shall remain valid: (i) as long as PLGE has not received the Client's written revocation of this Schedule 2; and (ii) in the event of the Client's death, absence, loss of civil rights, bankruptcy or dissolution.



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THIS IS A CONTRACTUAL AGREEMENT. DO NOT SIGN IT UNTIL YOU HAVE READ IT CAREFULLY.

Dated: _____

CLIENT:

INDIVIDUAL OR JOINT ACCOUNTS

PARTNERSHIP ACCOUNTS

By: _____

General Partner

CORPORATE ACCOUNTS:

For corporate accounts,

a corporate resolution

must be attached.

(Title)

ATTEST:

Secretary

ACCEPTED:

By: _____
