



Australian Bullion Company (NSW) Pty Ltd

Street Address
ABC Bullion
Suite 30 Level 6, 88 Pitt Street
Sydney NSW 2000

Telephone 02 9231 4511
Facsimile 02 9233 2227
Email janies@abcbullion.com.au

Postal Address
GPO Box 2435
Sydney NSW 2001

Terms of Business

Table of Contents

Interpretation	1
General	1
Your Commitments	2
Your Instructions	3
Payment and Settlement Obligations	3
Authorities and Indemnities	3
Variation	4
Notice	4
Termination	4
Assignment	4
Severance	4
Privacy	4

Please note that by placing an order with ABC or creating an account you evidence your acceptance of this binding agreement, including (but not limited to) the nature of your rights and risks involved in any transaction contemplated by this Agreement. You further acknowledge your understanding that transactions subject to this Agreement are cash trades and that such trades are not subject to processing through COMEX or a regulatory body.

Interpretation

1. In this agreement unless context otherwise requires:

Account – means a ABC account held by ABC on your behalf or the purpose of facilitating any product or service, including holding or trading metals on behalf of the client.

Authorised Agent – means any person you have properly authorised to give trading or funding instructions to ABC on your behalf in connection with your account.

Available Funds – means cleared funds, including funds which have been made available by means of direct debit.

Business day – means a day in which banks and foreign exchange markets are open for business in Sydney Australia.

General

2. This agreement applies to all dealings between the client (collectively referred to as “you” or “your”) and Australian Bullion Company (NSW) Pty Limited (collectively referred to as “ABC”, “we”, “our” and “us”) regardless of the facility/ device/ mechanism used to facilitate the dealings.
3. We will not be responsible for any loss or liability incurred by you where we do not receive your instructions or where any dealing or proposed dealing is interrupted, unable to be completed or unable to take place due to the failure of any telephone, computer, other electronic or technological device.
4. Upon its commencement, this agreement replaces any agreement that currently exists between you and us and the obligations entered into under the prior arrangement will be treated as if they were entered into pursuant to this agreement.
5. You acknowledge that by placing an order with ABC or creating an account you evidence your acceptance of this binding agreement.



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Your Commitments

6. You warrant that all information provided by you in your application is complete and correct and is not misleading, and agree that we may rely on that information unless and until we receive written notice of any change signed by you. Any such varied information will be covered by this warranty.
7. You warrant that you have full capacity, power and are otherwise properly authorised to enter into obligations and exercise rights pursuant to this Agreement. If you are the trustee of a trust or a superannuation fund you further warrant that this Agreement is for the benefit of the trust or superannuation fund and that you have the right to be fully indemnified out of trust assets or the superannuation fund for obligations incurred under the Agreement.
8. You represent that at all times during your dealings with us you will be in a position to meet all your commitments and obligations arising from these dealings.
9. You acknowledge that we do not give personalised advice or make personalised recommendations and that it is therefore your responsibility, before ordering the purchase or sale of any precious metal through us, to assess and evaluate the proposed transaction in the light of your then current financial situation, investment objectives and particular needs.
10. You acknowledge that the type, nature, extent, service provider or platform of any service, product or facility available to you may change from time to time. In such circumstances, where it considers it reasonably necessary, ABC shall provide notice to you of the change.
11. You acknowledge that ABC is not responsible for the reliability, completeness or accuracy of any third party information it provides or makes available to you. ABC shall choose third party providers that it considers suitable and use reasonable endeavours to inform you of any deficiencies (of which it becomes aware) with respect to any information.
12. You acknowledge that ABC is entitled to rely on instructions from any Authorised Agent that you appoint until it has notice in writing from you that such appointment has been revoked.
13. You acknowledge that ABC has the right to correct any trading or administrative errors including but not limited to reversing or cancelling orders without your consent.
14. You acknowledge ABC's operating policy as follows: ABC endeavours to deal fairly and in due turn with all orders to buy and sell precious metals regardless of your instruction's source or method of delivery. It is practice of ABC to enter all orders in the sequence in which they are received, and otherwise as expeditiously as practicable but no earlier than receipt of notification by ABC from its bank of the purchase monies becoming available funds.
15. You acknowledge that all orders are automatically assigned an expiry date unless otherwise specified by you at the time of placing an order. This expiry date is 4:00pm (East) of the Business day which the order was placed, unless otherwise extended at the sole discretion of ABC.
16. You agree and warrant to notify ABC immediately of any errors or omissions in our records with respect to your details or Account.
17. You acknowledge that in times of highly volatile, fast moving and turbulent market conditions, all trade requests at the current "actual" market value ("live" pricing) unless otherwise agreed with ABC.
18. You acknowledge that ABC reserves the right to suspend trading, or immediate fulfilment of orders in times of high market volatility or fast moving market conditions.
19. You acknowledge that prices published by ABC in daily price sheets (or otherwise) are for indicative purposes only and subject to this Agreement, the pricing of your order is normally "locked in" (based on a premium over the spot price of the metals) at the time of order confirmation.
20. You acknowledge that all orders are FINAL. Once your order is confirmed, you cannot change, modify or cancel the order.



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21. You acknowledge that it is your responsibility to take delivery of the metal.
22. You acknowledge that ABC, at its sole discretion, may introduce or amend storage fees or storage conditions. ABC will endeavour to notify you of such an amendment.
23. You acknowledge that this Agreement is governed by the laws of New South Wales.

Your Instructions

24. All instructions are subject to the law, and the terms of this Agreement.
25. It is your responsibility to ensure that all instructions given to ABC (whether by you or an Authorised Agent) are in accordance with the law, and this Agreement.
26. ABC will make all reasonable efforts to carry out your clear instructions promptly, subject to clause 25.
27. We are not obliged to accept any application or instruction to trade.
28. We will act only within the parameters of your instructions.
29. If we consider it is our reasonable interest to do so and to the extent permitted by law, we may decline to act on your behalf in relations to any particular dealings, without explanation or advance notice. Additionally we may decline to act on your behalf:
 - Where we believe the transaction would result in no change of beneficial ownership;
or
 - Where we believe the instructions are ambiguous, incomplete or unclear
30. If more than one person constitutes the client, then they are jointly and severable bound by this Agreement and we are entitled to act upon the instructions of any one of those persons. Unless specified otherwise on the account application form.

Payment and Settlement Obligations

31. You must pay ABC:
 - a) Consideration for any purchase of precious metals, commission, fees and charges in connection with your Account at the rates and currency notified by us in writing from time to time
 - b) Any fees, taxes or other charges levied by a third party on ABC in connection with your order or Account; and
 - c) Interest on any unpaid amounts at the rate determined by us from time to time from the day the amount falls due until the date the amount is paid.
32. You are required to provide Available Funds to pay for all costs in connection with a purchase of precious metals, by settlement date or at any earlier time as required by ABC.

Authorities and Indemnities

33. Clauses 33 to 40 (inclusive) of this Agreement will continue in full force and effect after this Agreement expires or is terminated.
34. In connection with the establishment of these arrangements and the collection of overdue payments, you authorise us to supply relevant information contained in your application form and other records to a credit reporting agency and to obtain credit reports about you from credit reporting agency.
35. You authorise us to record any telephone conversation(s) between you and us, with or without an audible tone warning device.
36. You agree to pay our normal commission fees and to reimburse us for any extraneous costs, such as GST, for transactions made on your behalf.
37. You authorise us to appropriate any credits, payments and other receipts from you or from your Account in such manner and order as we think fit against any amounts due or owing by you to us or otherwise.



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38. You agree to indemnify ABC, its subsidiaries, and their respective directors, employees, contractors and agents against all costs, including but not limited to losses, damage, actions, proceedings, claims, costs (including legal costs), demands, damages, liabilities or expenses which may be brought against, suffered or incurred by ABC by reason of a breach of this Agreement.

39. You agree to release to ABC, its subsidiaries, and their respective directors, employees, contractors and agents from any obligation or liability with respect to any loss, whether direct or consequential, that you suffer or incur in connection with your business dealings with ABC.

40. ABC shall not be liable for any loss arising in connection with the operation (including delays and errors) breakdowns, disruption to or malfunction of any system, device or service.

Variation

41. We reserve the right to vary this Agreement. Any variation of this Agreement shall apply to all dealings between you and us from the day on which the variation takes effect. If we vary this Agreement, we shall give not less than seven days notice to you at the postal or electronic address last notified to us by you. However, we may make a variation without prior notice where such variation is necessary to restore or maintain the security of our systems or any Accounts.

Notice

42. Any notice, request, demand or other communication may be sent to your postal or electronic address last notified to us and the notice, request, demand or other communication shall be taken to have been received by you if sent by prepaid letter on the Business day following posting and if sent by facsimile or other electronic means when there is confirmation of receipt by whatever means.

Termination

43. Subject to the completion of any outstanding obligations, these arrangements may be terminated by either party giving not less than seven days written notice to the other party.

Assignment

44. You must not assign this Agreement without prior written consent of the ABC. ABC may assign this agreement without notice to you.

Severance

45. If the whole or any part of a provision of this Agreement is or shall become void, unenforceable or illegal, the remainder of this Agreement shall have full force and effect. The parties agree that in such a case, the provision held void, unenforceable or illegal shall be replaced by such provision that in its commercial and legal context is most similar to the provision held void, unenforceable or illegal.

Privacy

46. ABC and entities controlled by it are subject to the National Privacy Principles in the Privacy Act 1988 (Cth).

a) Collection of Personal Information

We collect personal information (including your full name, address and contact details) so that we may administer our relationship with you, provide you with products and services you request, as well as information about the ABC's products and services. Where it is necessary to do so, we also collect information on individuals such as company directors and officers (where the company is our client), as well as client's agents and persons dealing with us on a "one off" basis. If you provide us with incomplete or inaccurate information, we may not be able to provide you with the products or services you are seeking.



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b) Disclosure of Personal Information

We may communicate personal information to:

1. Agents who refer business to us, and external product providers *and*
2. Organisations who we outsource certain functions.

In all circumstances where contractors and agents may become aware of personal information, confidentiality arrangements apply. Personal information may only be used by our agents and contractors for our purposes. We may be allowed or obliged to disclose information by law.

c) Access to Your Information

You may (subject to permitted exceptions) access your information by contacting Janie Simpson or Monika Marosszeky. We may charge you for providing access.