

**SOLID GOLD INVESTMENTS LIMITED**  
**SPOT TRANSACTIONS FOR TRADING OF GOLD**  
**TERMS AND CONDITIONS**

**This Agreement is made between the following parties:**

**SOLID GOLD INVESTMENTS LIMITED**, a limited company duly incorporated under the laws of Hong Kong with its registered office situated at Flat B, 6<sup>th</sup> Floor, Winbase Center, 208 Queen's Road Central, Hong Kong (**hereinafter referred to as "Solid Gold"**);

**AND**

**CUSTOMER** (referred to the other party to this Agreement, details listed in the Account Opening Application Form)

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**

The Customer is desirous to open an account with Solid Gold for spot transactions for trading of gold.

**1. DEFINITIONS AND INTERPRETATION**

**1.1 DEFINED TERMS**

In this Agreement, unless the context otherwise requires, the following terms shall have the following definitions :

"Agreement" or "terms and conditions" refers to the terms and conditions of the spot transaction for trading of gold as agreed between Solid Gold and the Customer, these terms and conditions, unless specifically provided, can be varied from time to time without notice.

"business day" refers to the business hours of Solid Gold, Monday through Friday from 9:00am to 6:00pm, excluding Saturdays and Sundays, public holidays in Hong Kong.

"Customer" refers to customers who sell gold to Solid Gold or purchase gold from Solid Gold in accordance with the terms and conditions of this Agreement.

"Customer purchase transaction" refers to any spot transactions involving the purchase of gold from Solid Gold.

“Customer sell transaction” refers to any spot transactions involving the sale of gold to Solid Gold.

“Hong Kong” refers to the Hong Kong Special Administration Region of the People’s Republic of China.

“Solid Gold” refers to Solid Gold Investments Limited.

“incomplete transaction” refers to any anticipated, submitted or registered Customer purchase transactions and/or Customer sale transactions.

“Gold” refers to gold or any other metals.

## **1.2 INTERPRETATION**

In this Agreement, unless contrary intentions is shown, reference to a person includes corporation and company; reference to a male includes female; reference to singular includes plural and vice versa. Headings are inserted for reference only and shall not affect the construction of the terms and conditions of this Agreement.

## **1.3 APPLICABILITY**

This Agreement and the terms and conditions shall apply to and govern the spot transaction for trading of gold conducted between the Customer and Solid Gold. The Customer has the obligation to ensure the transaction is conducted in accordance with the applicable aforesaid terms and conditions.

## **2. APPLICATION FOR ACCOUNT OPENING**

The Customer must open an account with Solid Gold for any intended spot transactions for trading of Gold. The Customer agrees to the terms and conditions herein and warrants that the information provided is true and accurate.

## **3. DELIVERY AND FEES**

The Customer may collect the Gold at Solid Gold’s head office in Sheung Wan or may request Solid Gold to arrange escort delivery (delivery costs and insurance shall be borne by the Customer).

### **3.1 PICK UP AT SOLID GOLD'S HEAD QUARTERS**

Three days prior notice shall be given to the staff of Solid Gold for the collection of the precious metals at Solid Gold's head office. The Customer shall accept the appointed date and time arranged by Solid Gold. The Customer shall notify Solid Gold if he/she wishes to change the appointed date and time schedule by giving three days prior notice to Solid Gold. At the appointed date and time, the Customer shall produce his/her valid identity card (including but not limited to identity card, Hong Kong Macau pass and Mainland travel permit) and certificate of confirmation. The Customer shall bear the corresponding costs (including but not limited to collection fee, verification fees).

If the Customer fails to collect on the appointed date and time, a monthly storage fee will be levied from the next day onwards with minimum charge of one month storage fee which shall be calculated and settled at the actual time of collection.

In the event there is inadequate supply of gold/silver, Solid Gold has the right to delay the collection time and the Customer cannot cancel the transaction on this ground.

Solid Gold will endeavour its best to ensure safety of the precious metals in the transaction. Upon collection of the precious metals, the risk passes to the Customer. No return or exchange for any reasons after confirmation of receipt of the precious metals, Solid Gold does not warrant any provision of serial number of the gold products but will warrant the type of precious metals.

### **3.2 DELIVERY ARRANGED BY SOLID GOLD**

For delivery to a designated address in Hong Kong, the Customer shall bear the costs and expenses

## **4. TERMS AND CONDITIONS OF RESELL**

The Customer shall contact customer service if he/she wishes to resell gold products.

Only customer who has valid receipts and who maintains an account with Solid Gold can resell gold products to Solid Gold. The resell products shall be tested by companies or staff designated by Solid Gold. After verification, Solid Gold will base on the Hong Kong Gold Price calculate the resell price on the date of resell and will give a price quote to the Customer.

If the gold product is not damaged, the Customer can with the valid invoice resell the Solid Gold products to Solid Gold at a price determined by Solid Gold. The Customer shall bear the related administrative fee and shall comply with the terms and conditions of the resell. The related fees shall be determined by Solid Gold from time to time.

The Customer cannot cancel or claim back the resold Solid Gold products upon confirmation of resell.

Solid Gold has the absolute right to test the gold bullion to be resold. The resold gold bullion cannot be restored to its original state during testing process. The testing of the purity and weight of the gold bullion by Solid Gold shall be conclusive. The Customer shall bear the loss in the gold bullion during the testing process. If the resold gold bullion contains other metals or materials like jade, the Customer has no right to claim for such metals/materials.

If the test result shows difference in the gold products and the information contained in the invoice or Solid Gold has doubt over the origin of the gold bullion or the invoice, Solid Gold has the right to refuse and/or cancel the resell transaction and to reserve its legal right.

If the resell is refused and/or cancelled for the aforesaid reasons, the Customer shall receive no compensation and resell price will be deposited to the Customer's transaction account with Solid Gold after deduction of administrative fees.

In the event of a sell off caused by reason of political, economic or force majeure, Solid Gold has the right to suspend or terminate the resell service. Solid Gold has the right to vary the terms and conditions of the resell and the related fees without notice. Solid Gold reserves the right of final determination in the event of any disputes.

## **5. USE AND TRANSFER OF PERSONAL DATA**

In the course of transaction, Solid Gold may come into possession of customer's personal data and prior to full settlement of any outstanding payment due from the Customer, Solid Gold may disclose such personal data to Solid Gold's affiliated companies or subsidiaries which have agreed to keep such personal data confidential. Such companies must not use such personal data for purposes other than those specified in this Agreement. The Customer hereby agrees and authorises Solid Gold to transfer such personal data to its affiliated companies or subsidiaries and allow such companies to use such personal data in accordance with this Agreement.

## **6. LIMITATION OF LIABILITIES**

### **6.1 INDEMNITY**

Unless otherwise provided Solid Gold shall not be held liable for any loss or damages suffered directly or indirectly from any transactions conducted under the terms and conditions of this Agreement.

Solid Gold shall bear no legal responsibilities for any loss or damages of any nature (including loss of profit or deposit deficits) caused under any circumstances or by the default or negligence (both actual or foreseeable) of Solid Gold.

This limitation shall apply to claims of any nature including claims for breach of contract, claims for delay or failure in the provision of services, claims for negligent or any other reasons.

## **6.2 FORCE MAJEURE**

Solid Gold shall not be liable for any failure or delay in performing its obligations under this Agreement due to any cause beyond its control which shall include but not limited to fire, computer virus, network failure, computer hardware failure, explosion, flood, lightning, terror attacks, war, mutiny, riots, intentional destruction, government control, change of laws, strike, lockout or any labour disputes, any events that are beyond the reasonable control of Solid Gold PROVIDED that Solid Gold shall endeavour its best commercial efforts to minimise the impact or danger of the aforesaid events caused to the Customer.

## **7. OTHERS**

### **7.1 VARIATIONS AND AMENDMENTS OF TERMS AND CONDITIONS**

Solid Gold may at its absolute discretion reserve its right to vary any provisions, the applicable fees and fees payable or any other services, rights or obligations herein contained without prior notice to the Customer. Any such variations only apply to transactions already in force and shall not apply to any future transactions. The Customer shall be bound by the terms and conditions laid down in subsequent transaction.

### **7.2 GOVERNING LAW AND JURISDICTION**

This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong. Each party has irrevocably decided that the courts of Hong Kong shall have jurisdiction (non-exclusive) to hear and determine any matters or disputes arise out of or in connection with or related to this Agreement.

### **7.3 SUCCESSORS**

This Agreement shall be binding on and inure to the benefit of the respective successors and assigns of the parties herein.

#### 7.4 SEVERABILITY

If any provision hereof is invalid, illegal or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of any other such provisions hereof.

#### 7.5 LANGUAGE

The parties herein expressly request that this Agreement and its related deeds, files and notices shall be executed in the Chinese language. If there is any inconsistency between the Chinese and the English versions, the Chinese version shall prevail.

#### 7.6 DATA PRIVACY

Solid Gold shall follow strictly the provisions in the Personal Data (Privacy) Ordinance to protect the Customer's personal data and will not disclose to any third party any confidential personal data of the Customer unless permitted by the laws.

Personal data required by Solid Gold for the opening of the Customer's account are the following :

- (i) Personal information such as name, address, date of birth, identity card/passport number, occupation, assets and income figures etc.
- (ii) Business data of the Customer and Solid Gold and its subsidiaries.
- (iii) Customer verification report.
- (iv) verification information such as government files , passport or driving licence

Solid Gold will only grant limited access to its employees the Customer's personal data for purpose limited to the provision of customer services and introduction of products. Solid Gold will only authorize online enquiries of such personal data at the time when an application for the opening of new account is made. The aforesaid procedure is to safeguard any public disclosure of private personal data. Solid Gold will not sell or lease Customer's personal data to any third parties.

SOLID GOLD INVESTMENTS LIMITED

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CUSTOMER SIGNATURE

Date :