



SWISS INTERNATIONAL CO. LTD.

Annex II

AGREEMENT

THIS AGREEMENT is made between:

SWISS INTERNATIONAL CO LIMITED, which is incorporated in Hong Kong and its registered office is situated at Room 19, 11th Floor, Block B, Focal Industrial Centre, No. 21 Man Lok Street, Hung Hom, Kowloon (hereinafter referred to as “**SWISS**”);

and

The Customer (details as provided in the Account Opening Form)

WHEREAS:

- A. The Customer is desirous of opening an account with Swiss as the Customer may decide from time to time for the purposes of gold/silver trading, and has requested Swiss to open and maintain such account(s) with Swiss for him for such purpose and to execute such trading.
- B. Swiss agrees that it will from time to time at the request of the Customer and at the sole discretion of Swiss allows the Customer to open an account with it and maintain such account and will execute directly or indirectly all gold/silver trading requested by the Customer or the authorized person of the Customer upon the terms and conditions hereinafter appearing.

BOTH PARTIES hereby agree to the following terms and conditions:-

Article 1 WARRANTIES AND REPRESENTATIONS

The Customer hereby warrants and represents as follows:

- a) Where the Customer is an individual, that he has attained the age of majority and that he is legally capable of validly entering into this Agreement and is of sound mind and legal competence and is not bankrupt, and that this Agreement and all contracts made or to be made shall constitute binding and enforceable obligations of the Customer.



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- b) Where the Customer is a firm or corporation, that it is duly organized and is validly existing under the laws of the country of its incorporation and has power to enter into this Agreement and all contracts made or to be made incidental and or pursuant thereto, and in any case, this Agreement and such contracts are and will constitute legally binding and enforceable obligation of the Customer.
- c) That the Customer is the ultimate beneficiary of the account.

Swiss hereby warrants and represents as follows:

- a) Swiss is a company duly incorporated with limited liability under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) and has power to enter into this Agreement.

Article 2 The Customer agrees to engage with gold/silver trading or any other services agreed to be provided by Swiss in accordance with the Terms and Conditions of this Agreement.

Article 3 The Customer acknowledges and agrees that he shall be wholly and solely responsible for all trading orders. Neither Swiss nor any of its officers, employees or agents shall incur any liability for the handling, mishandling or loss of any trading. The Customer shall indemnify Swiss upon demand against any loss, damage, costs, disbursements and liabilities and Swiss may incur or suffer as result of any trading with the Customer.

Article 4 The Customer acknowledges any risk involved in the trading and Swiss is not responsible for the loss of the Customer associated with the risk.

Article 5 All transactions should comply with the applicable laws and regulations of Hong Kong as well as other applicable authorities and organizations. In the circumstances that the transactions, if effective, infringe any applicable laws and regulations, Swiss reserves its rights:-

- a) to stop the execution of the trading;
- b) to terminate such transactions;



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- c) to report the matters to relevant authorities such as Hong Kong Customs and Excise Department and Joint Financial Intelligence Unit; and
- d) to take any necessary legal actions to claim for its loss or to protect its rights.

Article 6 TERMINATIONS

- a) Either party may terminate this Agreement at any time on the giving of no less than 7 business days' written notice to the other party.
- b) Any revocation or termination, however, shall not affect any transaction entered into by the Customer pursuant to this Agreement or the continued operation of this Agreement on other accounts not terminated before written notice of revocation or termination has been actually received by Swiss or any rights of Swiss hereunder existing at such time and all obligations of the Customer to Swiss shall remain in full force and effect and shall be enforceable notwithstanding such revocation or termination.

Article 7 GOVERNING LAWS

This Agreement and all rights, obligations and liabilities under the same shall be governed by, construed and enforced in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China.