

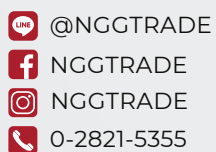


Gold Trade Agreement and Application Form

NGG Trade Company Limited



Powered by NGG Jewellery Group



Application for Opening Gold Trading Account

Application No.

I (Customer) would like to request for opening the gold trading account with NGG Trade Company Limited ("Company") by assign the Company as a service provider under conditions that I had agreed with the Company which I had submitted my details and information as well as relevant written evidences along with this application. I had acknowledged laws, notifications, regulations, rules of the Company related to gold trading thoroughly.

Customer Information - KYC

Personal Information

Name-Surname in Thai () Mr. () Mrs. () Ms.

Name-Surname in English () Mr. () Mrs. () Ms.

Date of Birth (dd/mm/yy)/...../..... Age years old, Gender

Race Nationality

() ID Card () State Official ID Card () State Enterprise ID Card () Alien ID Card () Passport

() Driving License () Others (Specify)

No. Place of Issue Date of Issue/...../..... Date of Expiry/...../.....

Current Occupation () Owner () Official () State Enterprise Employee () Company Employee

() Others (Specify)

Registered Address Postal Code

Present Address Postal Code

Office Name Position ExperienceYear

Located at Postal Code

Postal Code Telephone Number Mobile Number

Line ID Email

Place for submitting documents () Present Address () Office () Registered Address

Juristic Person Information

Juristic Person Name

Juristic Person Name in English

Registration No. Juristic Person Certificate No.

Is company registered in stock market () Yes () No, On/...../..... Nationality

Head office is located at Postal Code

Name of Contact Person Telephone No.

Mobile No. Line ID Email

Registered Capital Paid-up Capital

Director(s) authorized to enter signature(s) for opening account:

Place for submitting documents () Present Address () Office () Registered Address

Occupation

- | | | |
|---|---|---|
| <input type="checkbox"/> Retail/Wholesale | <input type="checkbox"/> Gems or Gold Trading | <input type="checkbox"/> Entertainment Business |
| <input type="checkbox"/> Agriculture/Forestry/Fishery | <input type="checkbox"/> Foreign Exchange | <input type="checkbox"/> Domestic/Oversea Money Transfer |
| <input type="checkbox"/> Industry | <input type="checkbox"/> Casino | <input type="checkbox"/> Recruitment Agency (send worker oversea) |
| <input type="checkbox"/> Politician | <input type="checkbox"/> Tourism Business | <input type="checkbox"/> Armament Business |
| <input type="checkbox"/> Antiquary | <input type="checkbox"/> Others, please specify | |

Source of Income

- | | | | |
|---|----------------------------------|--|---|
| <input type="checkbox"/> Business | <input type="checkbox"/> Salary | <input type="checkbox"/> Employment | <input type="checkbox"/> Securities/Unit Trust |
| <input type="checkbox"/> Family Support | <input type="checkbox"/> Savings | <input type="checkbox"/> Heritage/Gift | <input type="checkbox"/> Others, please specify |

Country of Income's Source

- | | |
|-----------------------------------|---|
| <input type="checkbox"/> Thailand | <input type="checkbox"/> Others, please specify |
|-----------------------------------|---|

Monthly Income

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Less than 20,000 baht | <input type="checkbox"/> 20,001–40,000 baht | <input type="checkbox"/> 40,001–60,000 baht | <input type="checkbox"/> 60,001–80,000 baht |
| <input type="checkbox"/> 80,001–100,000 baht | <input type="checkbox"/> 100,001–150,000 baht | <input type="checkbox"/> 150,001–200,000 baht | <input type="checkbox"/> 200,001–250,000 baht |
| <input type="checkbox"/> 250,001–300,000 baht | <input type="checkbox"/> 300,001–500,000 baht | <input type="checkbox"/> 500,001–1,000,000 baht | <input type="checkbox"/> Over 1,000,000 baht |

I

- | | | |
|-------------------------------|--------------------------------|--|
| <input type="checkbox"/> ever | <input type="checkbox"/> never | had history of violation under money laundering law during the past 3 years. |
| <input type="checkbox"/> ever | <input type="checkbox"/> never | was rejected transaction from financial institution. |
| <input type="checkbox"/> ever | <input type="checkbox"/> never | was involved with politicians, please specify |

Applied Bank Account

- ☐ ATS

Account Type ☐ Savings ☐ Current

Account Name Bank Branch

Account No.

- ☐ Deposit Bank Account

Account Type ☐ Savings ☐ Current

Account Name Bank Branch

Account No.

I certify and confirm that the above information and details are true in all respects. I acknowledge and understand laws, rules and regulations related to account opening and trading gold bullion as well. I agree to allow the Company to verify and disclose my information with legal authorities.

Signed Customer

(.....)

...dd../mm../yy...

For Officers

I certify that I have verified the correct copies that correspond to the original documents of customer and the customer had signed in front of me.

Checked by

Verified by

Signed

Signed

Marketing Officer

Risk Management Officer

...dd../mm../yy...

...dd../mm../yy...

Specimen Signature

Customer

.....

Customer

.....

Attorney in fact

.....

Attorney in fact

.....

Legal Representative (Juristic Person)

.....

Legal Representative (Juristic Person)

.....

Official Seal

For Officers

Checked by

I certify that I have verified that the customer or the attorney in fact or the legal representative (Juristic Person) had signed in front of me.

Signed

Marketing Officer

..dd../mm../yy..

Letter of Power of Attorney

I (in case of juristic person) by
authorized director, residing at
hereinafter called the "Grantor" hereby authorize and appoint
Age years old, Race Nationality ID Card/Passport No.
who is of Grantee, hereinafter called "Grantee" to have authorities to contact with
NGG Trade Company Limited on behalf of myself are as follow:

- 1) Buy, trade, transfer and receive transfer the gold and products that sale and purchase in NGG Trade Company Limited and somewhere else on behalf of Grantor.
- 2) Paid for any payment related to gold trading products that sale and purchase in NGG Trade Company Limited and somewhere else on behalf of Grantor.
- 3) Prepare and/or sign in relevant and necessary letters, documents or any instrument in order to achieve the purpose of this letter of power of attorney.

I certify that what has been done by the Grantee under extent of this letter of power of attorney will remain in full force and effect as it has been done by me. The Grantor and the Grantee therefore have signed in presence of witness as evidence.

Signed Grantor
(.....)

Signed Grantee
(.....)

Signed Witness
(.....)

Signed Witness
(.....)

Gold Bar Trade Agreement

Agreement no.

This Agreement is made at NGG Trade Company Limited

Date Month Year

This Agreement is made between NGG Trade Company Limited, with an address at 555, Soi Chokchaijongcharoen, Bang Phongphang Subdistrict, Yannawa District, Bangkok 10120, hereinafter called "the Company" and

Mr. / Mrs. / Miss
 with an address at
 hereinafter called "the Customer".

Both parties agree with the detail specified in this Agreement including general terms and conditions. The Customer agrees to comply with relevant law, regulations, rule and the rule of the company currently exist or those to be amended in the future. The Customer agrees to make this Gold Bar Trade Agreement with the Company having terms and conditions as follows:

1. Definitions

Definition, word, group of words and phrase specified in this Agreement shall have the meaning as follows:

"Company" means NGG Trade Company Limited;

"Customer" means natural person and/or juristic person as specified in application for opening the gold trading account which the Customer has signed and delivered to the Company including the agent or other person authorized by the owner of the agreement to act on its behalf to make the order or take any action under this agreement which the Customer or authorized person or any agent appointed by the Customer shall be bound to the Company by this Agreement and any rules of the Company. It shall be the responsibility of the Customer to acknowledge the result of action without any objection;

"Gold" or "Gold Bar" means gold bar having standard in gold trading as follows:

- Gold Bar purity 96.50% means Gold Bar having purity standard at 96.50%, the quality of which is certified by Gold Traders Association in accordance with the standard of gold of Thailand;
- Gold Bar purity 99.99% means Gold bar having purity standard at 99.99%, the quality of which is certified by London Bullion Market Association (LBMA);

"Gold Price" means buying price or selling price of Gold Bar announced by the Company from time to time based on time that the announcement is actually made according to the Gold Price in gold market;

"Account Code" means set of number specified by the Company as the number of the account of the Customer who opens account with the Company and has received the Customer Code from the Company to be used for verify the Customer's identity before making the order to trade Gold through each trading channel with the Company in accordance with the terms and conditions specified in this Agreement;

"Username" means set of number and/ or alphabet indicating name of the Customer in the Company's internet system;

"Password" means set of number and/or alphabet specified by the Company as the personal confidential code of the Customer to be used to verify identity of the Customer before using the Company's internet system in accordance with the terms and conditions specified in this Agreement;

"Pin Code" means set of number and/or alphabet specified by the Company as the personal confidential code of the Customer to be used to verify identity of the Customer before making gold trading order through the Company's internet system in accordance with the terms and conditions specified in this Agreement;

"Margin" means cash and/or Gold that the Customer provides to the Company as the security for trading the Gold under this Agreement;

“Transaction Date” means the business day which is the date that the order to buy and order to sell of the Company are completely effective under the law and the terms specified in this Agreement;

“Due Date” means the business day on which the parties agree to pay for the Gold Price and deliver the Gold between each other;

“Method of Payment” means method to pay the price of traded Gold, such as the payment is made by cash, transfer money, cheque, Bill Payment or Automatic Transfer System (ATS) with the commercial bank as the parties has expressed their intention on the date of this Agreement or the modification made in the future;

“Delivery Place” means the place where the parties agree to deliver and transfer the ownership over the Gold between each other;

“Force Closed” means the forcing to trade the Gold made by the Company when the Customer fails to pay the Gold Price or deliver the Gold within the Due Date and/or the value of the Margin is less than the value specified in the Company’s rule;

“Trading Hours” means date and time that the Company opens for the trading of the Gold as specified by the Company;

“Relating Law” means law, rule, Ministerial Regulations, Act, Royal Decree, regulations, notifications issued by applicable legislative agency or Thai’s government agency to apply for or relating to Gold trading and/or other operation under this Agreement;

2. Warranty

2.1 The Customer has carefully studied information, inquired about the conditions and methods to trade the Gold Bar with the Company until it has the best understanding and satisfactory, so the result of the Customer’s action or decision shall cause legal relation and bind the Customer, and the Customer cannot refuse its responsibilities to the Company or any other relating person;

2.2 The Customer understands and accepts the condition of changing of global Gold Price that occurs all the time, and the changing of the Gold Price shall cause the risk that the Customer may lose and the Customer may be bound to compensate for the loss incurred by the Company as notified by the Company;

2.3 The Customer agrees to choose to trade Gold Bar with the Company through internet system. The Customer may have the risk from online system by making fault decision to make the transaction; for example, sending order differing from its intention such as want to buy but order to sell or want to sell but order to buy, send order to trade Gold Bar excess from the intention, send the order to trade the Gold Bar by other person, the delay in making order to trade the Gold Bar to the Customer and/or the problem in internet system of the Company etc. In such case, the Customer cannot refuse its responsibilities and shall be bound to responsible for the any risk may occur causing the loss of the Customer and cannot claim for any damage from the Company;

2.4 The Customer providing standard Gold Bar as the Margin to sell or deliver the Gold Bar to the Company for other reason shall be the person who is the solely and legally owner of such Gold Bar without any obligation or eviction relating to such Gold Bar.

3. Opening of Gold Trading Account

3.1 The Customer agrees to open Gold Bar trading account with the Company for the gold trading through the Company, and the Company agrees to such opening of account at the value of Gold Bar which is not more than the trading limit of the Customer approved by the Company. If the Company wants to trade gold in the value more than the trading limit, the Customer shall obtain the approval before making any trading.

3.2 The Customer agrees that the Company will consider with its discretion to approve the opening of the Gold trading account including the increase/reduce or suspend the trading of the Gold Bar to the Customer without prior approval from the Customer and the right to not to perform as the Customer’s order to trade the Gold Bar. The Customer shall accept the decision with the discretion of the Company and shall not claim for any damage may be occurred.

4. Margin

4.1 The Customer must provide the Margin to the Company before trading the Gold in accordance with the conditions, method and period as announced by the Company and/or relating rule.

4.2 The Customer agrees that if the Customer fails to complete the selling of the Gold Bar, the payment or delivery the Gold Bar as the Customer orders the Company and/or fails to comply with any terms and condition under this Agreement and/or fails to comply with the condition, rule or announcement of the Company and/or fails to pay any of its debt to the Company, the Customer agrees that the Company shall have the right to immediately make the forfeiture of all Margin that the Customer has provided to the Company to compensate any damage of the Company, to set-off and/or to pay the price of traded Gold that the Customer owes to the Company and if such forfeited Margin is not enough to pay the damage and/or trading price of Gold, the Customer shall be bound to make fully payment for debt or any outstanding to the Company.

4.3 The Customer shall maintain the value of the Margin to have Gold value in the Customer's account and shall modify the value of the Margin provided to the Company to be in accordance with the terms and conditions of the Company and relating rule as the Company deems appropriate.

4.4 The Customer may request for withdrawal of Margin provided to the Company if the Margin provided to the Company has the value or rate more than initial value of the Margin, provided that the Customer must not have any outstanding with the Company and, to make the withdrawal of the Margin, the Customer shall comply with the rule and method specified by the Company and shall obtain the Company's approval in advance.

4.5 If the Customer fails to provide the Margin within specified period or the value of the Margin is less than the rate of Margin specified by the Company, the Customer agrees that the Company shall have the right to refuse the Customer's order to trade the Gold, request for additional Margin or take other action as the Company deems appropriate, and the Customer agrees that, in all case, the Company shall not be responsible for any damage to the Customer.

5. Trading of Gold Bar

5.1 The Customer agrees to trade the Gold Bar through the trading channel as specified by the Company. The Customer can make the Gold trading by itself at the Company or making the oral order via telephone or making the order through internet system or other electronic system during the period agreed with the Company. The Customer will receive Customer Code and Pin Code to be used to verify the identity of the Customer before making the Gold trading with the Company through the channel that the Customer has chosen. The Customer must keep the Pin Code as the confidentiality and shall have the appropriate procedure to prevent the other person to know its Pin Code. The Customer agrees and accepts that if the other person uses the Customer's Pin Code to make the trading order or take any other action, the Customer shall be solely responsible for the result and damage occurred as if such action is made by the Customer.

5.2 The Customer agrees to be deemed that the record made according to the buying order and/or selling order of the Customer shall be the complete evidence and sufficient to be used to claim the Customer to be responsible to the Company under the Gold trading order made through the Company. If the order to trade Gold is made through the telephone, by signing of this Agreement, the Customer agrees that the Company will record the conversation relating to the trading order of the Customer made through the telephone to be used as evidence of Gold trading between the Customer and the Company.

5.3 The Customer acknowledges and allows the Company to trade Gold with the Customer as the party to such trading and this Agreement is the written expression of the agreement to be the party to such trading.

5.4 After the Customer has made the order to trade Gold through the Company, it shall be the responsibility of the Customer to check the result of such order and if the Customer doesn't object the correctness of the order and inform such objection to the Company within 10 minutes after the order to trade Gold is made, it shall be deemed that the Customer accepts that such order to trade Gold is true, correct, complete and bind the Customer.

5.5. When the Customer sells the Gold Bar to the Company, the Gold Bar that the Customer delivers to the Company shall have gold bar standard as specified in this Agreement, and the Customer shall deliver the Gold Bar in amount and/ or weight of the Gold Bar as agree with the Company as specified in the agreement to open account. After the Company has checked the Gold Bar that the Customer sells and delivers to the Company, and such Gold Bar has the standard as specified in this Agreement and is in amount and/or weight as being agreed, the Company shall pay the agreed price of the Gold to the Customer in accordance with the conditions, rules and method of the Company.

6. Payment and Delivery of Goods

6.1. If the Customer buys the Gold from the Company, the Customer agrees to pay the price of the Gold on the Due Date which is the Transaction Date, the payment shall be made by using method of payment announced or notified by the Company.

The payment can be made by pay the cash at the office of the Company or transfer money into the Company's account, provided that the Customer must deliver the evidence of such transfer to the Company for checking or agrees that the Company may debit money from the Customer's bank account provided to the Company in full amount of price of the bought Gold Bar.

6.2 If the Customer sells the Gold Bar to the Company, the Customer must deliver the Gold Bar to the Company within the Due Date announced or notified by the Company. The Company shall pay to the Customer after the Company has checked and such Gold Bar has the standard of Gold Bar as specified in this Agreement. When the Company considers that it is correct, the Company will pay money into the Customer's bank account as the Customer has notified to the Company.

6.3 For the delivery of goods, the parties agree to deliver and receive the goods on the Due Date by considering the date that the purchase order is effective, provided that, the Customer agrees to deliver the goods as announced or notified by the Company.

When the Company has received all Gold Price of the bought Gold, the Company will deliver all bought Gold to the Customer. If the Customer doesn't come to receive the bought Gold Bar at the Company, it shall be deemed that the Customer wishes to deposit such Gold Bar with the Company and the failure to come to receive the Gold Bar isn't the fault of the Company, and it shall be deemed that the Customer has received such bought Gold Bar and the Customer agrees that the Company shall keep the Gold Bar of the Customer without breaching any law. It shall be deemed that the keeping of the Gold Bar for the Customer is the keeping for the security of the Customer and the Customer's property without any interest/ compensation and shall not be deemed as the custody. After the Customer fails to receive the Gold Bar as specified in above paragraph and the Company has kept such Gold Bar, if the Customer wants to receive bought Gold Bar, the Customer shall notify the request to receive such Gold Bar to the Company in advance not less than one business day and the Customer shall not have any outstanding with the Company.

In case of necessary or appropriate, the Customer agrees that the Company has the right to change the date for delivery of the Gold Bar or payment of the Gold Price under this Agreement to the Customer without prior notice to the Customer and shall not be deemed as the fault of the Company. If it appears that the Gold Bar that the Customer delivers to the Company doesn't in accordance with the agreement that is it doesn't have standard of Gold Bar as specified in this Agreement or not in the amount or weight as agreed, the Company has the right to refuse to buy such Gold Bar and will not pay the Gold Price or pay the price of the Gold Bar in accordance with quality, kind, amount and weight of the Gold Bar which can be more or less than agreed amount. When the Customer accepts that the Gold Bar that the Customer sells to the Company doesn't meet the standard of Gold Bar as specified in this Agreement or not in amount or weight of Gold and accepts the Gold Price specified by the Company, the Company shall transfer the money into the account of the Customer as notify to the Company. The Customer agrees that the Company may deduct the fee and cost arising for the payment from the price of the Gold Bar that is sold to the Company and it shall be deemed that the Customer has received full amount of price of the Gold Bar that is sold to the Company.

7. Termination of Gold Trading Agreement

7.1 In case the Customer has bad intention or has concealed, distorted, disguised or hidden any part or all of information or fact provided to the Company, the Company shall have the right to terminate this Agreement immediately to prevent the damage may be incurred to the Company and, if there is any damage or obligation to make the payment owed to the Company, the Customer shall have obligation to pay the outstanding owed to the Company and the Company shall be entitled to claim for any damage arising from such action.

7.2 In case the Customer breaches this Agreement or any conditions specified by the Company, the Customer agrees that the Company shall be entitled to close the Gold trading account under this Agreement immediately without prior notice to the Customer or obtain prior approval from the Customer. If, in closing of the account, it appears that such account has negative balance or loss or relating cost, the Customer shall be responsible for making full payment of such amount to the Company immediately upon being notified by the Company.

7.3 In case there is any behavior of the Customer showing that the Customer cannot pay for the price of the bought Gold or deliver the Gold to the Company such as conceal, sell or transfer all or any part of its property or make the settlement agreement or compromising debt with other creditor, including the Customer is sued in commercial and/or criminal case, being enforced or confiscated all or any part of its property or being under absolute receivership or become bankrupt, in such case, the Company shall be entitled to terminate this Agreement immediately and the Customer shall pay all outstanding, damages or costs owed to Company immediately upon being notified by the Company.

7.4 In case the Customer fails to make the payment on Due Date or fails to deliver the Gold Bar to the Company including fail to pay any obligation specified in this Agreement and tax, duty or other cost, in all or part, the Customer agrees to pay fine to the Company at the rate not more than 15 percent per annum calculating from the date of the failure to make payment until the Customer pays such amount to the Company in full.

7.5 In case the Customer fails to comply with terms and/or conditions and/or any of its duty under and/or relating to this Agreement and/or the Customer fails to remedy such failure within 7 days after the date of failure to comply with the terms and/or, if the Company considers that such failure is unable to be remedy, the Company shall be entitled to terminate this Agreement immediately and the Customer shall pay all outstanding and compensation or costs to the Company immediately upon being notified by the Company. The Customer agrees and accepts that it shall not claim, file the lawsuit, or take any other action against the Company.

7.6 This Agreement shall be in full force and effect until being terminated by any party. In case the Customer terminates this Agreement, the Customer shall pay all outstanding before the termination of this Agreement and shall notify the Company in writing at least 7 days in advance.

7.7 The Customer dead or become incapacitated person or person under disability, remark, in case the Customer fails to make the payment or fails to comply with non-material clause, the Company may consider a waiver for the Customer to correct the failure to make the payment or failure to comply with this Agreement within period or under any condition, provided that, such waiver shall be benefit for only such event, if the Customer doesn't complete the correction within the specified period or condition for such waiver, it shall be deemed that the Customer is in breach of the Agreement and the Company shall be entitled to terminate this Agreement and request the Customer to pay all obligation immediately. The waiver under this clause shall not be regarded that the Company waives its right toward the Customer relating to the failure to make the payment and the Company shall still have such right in all cases.

In consideration whether the clause in this Agreement is the material clause or not, the Company agrees that, notwithstanding other clause of this Agreement, it shall be the absolute discretion of the Company if

- 1) the Customer conceals or distorts all or part of fact provided in this Agreement;
- 2) the Customer omits or fails to comply with any clause of this Agreement which is the material for the Agreement;
- 3) in case the Company deems appropriate or to protect and/or prevent against the abnormal trading condition and/ or inappropriate Gold trading behavior and/or the breach of any law, the Customer agrees that the Company may take the following actions immediately without approval from the Customer:

- 3.1) reduce or limit the Gold Bar trading limit of the Customer;
- 3.2) consider canceling all buying order and/or selling order that the Customer has already made but the Company hasn't yet proceeded;
- 3.3) close the account of the Customer to pay all debt in accordance with the obligations of the Customer;
- 3.4) terminate the Agreement and request the Customer to pay all remaining outstanding immediately;

8. Keeping the Customer's Property

8.1 In case the Customer wants the Company to keep the Gold Bar, the Customer shall notify such intention to the Company. In such case, the Customer accepts that the Customer has received full amount of the bought Gold Bar and the providing of such Gold Bar to the Company for keeping is just the convenience provided by the Company for the benefit of the Customer and shall not be regarded as the custody. The Customer agrees and accepts to perform in accordance with the rules, methods and conditions specified by the Company. The Company shall not be responsible for any damage arising to the Gold Bar provided for keeping and the Customer accepts the risk and danger arising from the act of human or natural disaster. Moreover, the Customer approves of the Company' selling the Gold Bar that the Customer has provided for keeping and use the received money to set-off the obligation under this Agreement, in such case, the Customer shall not be entitled to make claim against the Company.

8.2 The Customer is entitled to ask for returning of the Gold Bar provided to the Company for keeping, provided that the Customer shall notify the Company to making such return at least 1 business day in advance and the Customer shall not have any outstanding owed to the Company.

8.3 The Customer has the right to withdraw the Customer's Gold Bar that is not the Margin, provided that the Customer shall notify the Company to proceed in advance at least 1 business day and the Customer shall not have any outstanding owed to the Company.

9. General Terms and Conditions

9.1 For the contact or the notification made by the Company in writing or oral via telephone, telegraph, fax, line, registered or non-registered letter including the delivery made by man or the electronic mail system (E-mail address), if such contact or the notification is made to the Customer's address specified in this Agreement, it shall be deemed that the Company has legally sent the message to the Company, notwithstanding whether the Customer has received such message or not. Thus, if the Customer receives any damage relating thereto, it shall be deemed that the Customer shall be responsible for such damage by itself and the Company shall not be responsible for such damage.

9.2 For the changing of the Customer's information such as name, address, personal detail, phone number and e-mail address, if the Customer wants to change such information, the Customer shall notify the Company in writing immediately. The Company shall preliminary act based on the agreement document originally made by the Customer, and the Company shall not be responsible for any damage incurred by the Customer relating thereto.

9.3 For the agent appointed by the Customer, the Customer shall be bound by the action taken by its agent as if the Customer has taken such action by itself and the Customer shall not be entitled to refuse its responsibility if there is the damage arising from such action.

9.4 The Customer agrees that the Company may disclose all or any part of the Customer's information to organization or other government agency as the Company deems appropriate and such action shall not be deemed as the fault, and the Company shall not be responsible for such action.

9.5 The Customer agrees that if there is occurrence of incident causing adverse effect to the Customer, no matter such incident is the disaster, fire, strike, riot, protest, war or any other force majeure such as the failure of the information transmission system causing the delay in operation of the Company etc., the Customer shall not be entitled to make claim against the Company and the Company shall not be responsible for any damage arising from such incident.

9.6. The Customer shall not be entitled to transfer its rights existing before or after the termination of this Agreement to the other person without prior written approval from the Company.

9.7 The document of application for opening Gold Bar trading account, the document disclosing the risk information relating to the Gold trading and other documents relating the Gold trading announced by the Company including the document that the Company signs and/or delivers to the Company shall be regarded as part of this Agreement.

9.8 If the Customer fails to pay or perform the obligation under this Agreement and/or fails to comply with the terms under this Agreement and/or the Customer fails to pay the price of the Gold, fee, other cost or other indebtedness under the other agreement that the Customer made to the Company and/or the Customer fails to pay money, fee or other cost which is due or is requested by the Company, the Customer agrees to be deemed that the Customer is in breach of the Agreement and shall pay such money together with interest and/ or fine at the rate specified by the Company calculating from the default date until such amount is paid in full and agrees to be responsible for cost relating to the request, the lawsuit, the execution and lawyer. The Customer agrees to be deemed that the Customer owes the debt under this agreement and shall pay fine to the Company calculating from the due date until the Company receives such amount in full.

9.9 The Customer has carefully read and acknowledged relating rule including terms and conditions of the Gold trading of the Company and agrees to strictly perform in accordance with such relating rule, terms and conditions existing on the date of this agreement and the modification or amendment to be made in future.

9.10 In case of the due date to pay the price / deliver the Gold Bar and/or the expiry of the waiver period and the Company has notified the status to the Customer, if the Customer fails to perform or notify the status of the proceeding to the Company, the Company shall be entitled to enforce the status of the Customer without prior notice, and if the Customer receives any damage, it shall be deemed that such damage is the responsibility of the Customer only.

9.11 The Customer agrees and accepts that it shall not request, take the lawsuit, or take other action against the Company as a result of the providing of advice, taking of action, omitting of the Company.

9.12 The Customer agrees and accepts that if there is any failure in trading of Gold Bar between the Company and the Customer arising from any reason, in part or all, it shall be deemed that the Customer accepts such condition and shall not request, take the lawsuit, object and request for any damage from the Company.

9.13 The Company reserves the right to modify and/or amend the terms and conditions of this Agreement as the Company deems appropriate without approval from the Customer. In such case, the Company shall notify the modification to the Customer and the Customer agrees to strictly comply with the terms that the Company has modified and/or amended.

9.14 The Customer warrants that it shall not disclose any information of the Company including the Gold Price, advice, amount of trading received from the Company, trade limit, trading, amount of Margin and information on Gold trading with the Company, in written or oral, to the third person without approval from the Company. If the Customer fails to comply with this clause, the Customer agree that the Company shall be entitled to claim for damage may be incurred, making the forfeiture of the Margin, suspend the trading and/or terminate this Agreement and apply clause 7.

9.15 This Agreement is governed by and construed in accordance with Thai law. If any clause of this Agreement is in conflict with law or unenforceable or void, both parties agree that it shall affect only such clause and other clause is still complete and enforceable. If there is any problem to construe the meaning of any clause, the construction shall be made in way to make it is effective rather than in vain.

The Customer has read and understood all terms of this Agreement and deems as correct in accordance with its intention and has signed with seal (if any) in front of the witness.

Sign Customer/Attorney

(.....)

..dd../mm../w...

Sign Company

(NGG Trade Company Limited)

..dd../mm../w...

Sign Witness

(.....)

..dd../mm../w...

Sign Witness

(.....)

..dd../mm../w...



TRADE

Precious Investment

บริษัท เอ็นจีทีเทรด จำกัด (สำนักงานใหญ่)

555 ซอยโชคชัยจรงจำเริญ แขวงบางโพธิ์พาง เขตยานนาวา กรุงเทพมหานคร 10120

NGG TRADE Co.,Ltd.

555 Soi Chokchaijongjamroen, Bangphongphang, Yannawa, Bangkok 10120

Tel : 0-2821-5355 | cs@nggtrade.com | <http://www.nggtrade.com>