



General Terms and Conditions for precious metal transactions

ABOUT LOYAL GOLD

LOYAL GOLD refers to the precious metals trading and storage service of LOYAL BANK LIMITED. It provides investment and storage services to individuals and companies who want to diversify their wealth portfolio to include precious metals.

With LOYAL GOLD investors can buy and store precious metals in quantities ranging from a minimum of 1 coin (31.1034 grams) and up to a maximum without any limit.

Loyal Gold Clients (hereafter collectively 'Client(s)'): Refers to persons or entities who intends to invest in precious metals via the applicable forms and procedures, and who have been approved as a Client by Loyal Bank Limited.

Precious Metals: Refers to the physical gold, silver, platinum, or palladium bullion bars or coins available via Loyal Gold, or as delivered in kind into safe storage.

Precious metal transaction: Refers to the transactions, which can be initiated by clients through Loyal Bank's NetBank or on any of the relevant order forms made available for clients; especially buying / selling precious metals, delivering and storing precious metals in kind.

PRECIOUS METALS DISCLAIMER

Loyal Gold is only a precious metals dealer and is not a registered investment advisor or stock broker/dealer. Loyal Gold publishes information pertaining to monetary economy and the precious metal sector on best effort basis, sourced from various avenues, and as such is only meant for general awareness and not as a solicitation of any business.

Precious metals markets can be volatile and involve risk to investment principal. Purchasing precious metals often involves a degree of risk that makes them unsuitable for certain individuals. Clients should carefully consider the suitability of precious metals to their personal financial situation before taking any decisions that may affect their situation. Clients should always conduct their own research and due diligence and obtain professional advice before making any investment decision.

1.0 COMMUNICATIONS AND NO ADVICE

1.1 Communications

Loyal Gold communicates to its clients via its website (www.myloyalgold.com), the website of Loyal Bank Limited (www.loyalbank.com), newsletters and personal e-mails.

This General Terms & Conditions are available and accessible for the public on www.myloyalgold.com under legal information: http://myloyalgold.com/eng/legal_informations.php and/or may be requested from Customer Service of Loyal Bank and/or it can be downloaded and read before placing any precious metal order through the NetBank of Loyal Bank.

1.2 No Advice

The information provided by Loyal Gold is for informational purposes only and is not intended as any form of advice, whether legal, accounting, investment, financial or tax advice. Therefore, it cannot be relied upon as such. The client should contact a licensed professional for such advice. The information provided by Loyal Gold is provided on an "as is" basis without any warranty of any kind, whether express or implied and the use of this service and the Loyal Gold website is entirely at client's own risk. In no event will Loyal Gold be held liable for any direct, indirect, special, incidental, or consequential damages arising out of the use of information contained on our website or any publication.

1.3 Verification of content

Information about various services, change in terms of service or any other thing related to precious metals might be provided on our website, <http://myloyalgold.com> However, Loyal Gold does not warrant the veracity and timely updating of the content visible on the site at any particular time. The client must check and reconfirm the applicability and veracity of content from other sources as also directly with Loyal Gold on a real time basis.

1.4 Validity

This General Terms & Conditions entered into effect on November 14, 2013

2.0 PRICING AND CHARGES

2.1 Fees and charges related to purchase and sale of precious metals



2.1.1

Loyal Gold provides precious metals with a markup, no commissions are charged. Prices indicated on the website are updated several times a day and are only indicative prices. Sale price shall never be less than the current spot price of the given precious metal.

2.1.2

Loyal Gold reserves the right to quote different rates of commission for different sizes of transactions.

2.1.3

For transactions (purchase or sale) below 5,000.00 USD or currency equivalent, a ticket fee of 50.00 USD/EUR/CHF is charged, which is debited from the client's Loyal Bank current account.

2.2 Fees and charges related to 'storage and insurance'

2.2.1

Loyal Gold arranges to provide storage and insurance services for precious metals via a third party, namely, VIA MAT INTERNATIONAL AG. The storage and insurance services are provided against theft, fraud and natural disasters. Accordingly, Loyal Gold shall in no way, directly or indirectly, be responsible or liable for any claims resulting from any damage caused by any action, whether intentional or unintentional, or by any other unforeseen circumstances. The client shall directly approach the insurer regarding any such claims.

2.2.2

Storage and insurance fees are presently calculated as follows:

Gold: 0,10% of market value per month

Silver: 0,15% of market value per month

Platinum: 0,10% of market value per month

Palladium: 0,10% of market value per month

The fees are due and charged on a monthly basis.

2.2.3

Loyal Gold reserves the right to quote different rates of storage and insurance fees for different sizes of transactions.

2.2.4

Loyal Bank Limited reserves the right to deduct the storage fee due monthly, without further notice to the client, from the client's current account at Loyal Bank Limited.

2.2.5

If the fee for any period, when due, cannot be withdrawn from the designated bank account for any reason, Loyal Gold reserves the right to liquidate the appropriate quantity of precious metals, at its discretion, to cover the fees due.

2.2.6

Storage report covering the holdings of precious metals, their value, transactions during the period, fees and charges applicable, will be sent on a monthly or quarterly basis depending on the volume of transactions or holdings.

2.3 Fees and charges related to delivery

Loyal Gold offers to arrange for delivery of precious metals in collaboration with 'Via Mat International'. Delivery can be arranged and organized for orders of more than USD 15,000 in value, or of more than 311 grams quantity of gold or of more than 20,000 grams quantity of silver. Minimum deliverable amount regarding Platinum is 400 gr or more than USD 20,000 in value. Minimum deliverable amount regarding Palladium is 600 gr or more than USD 20,000 in value.

All costs related to the delivery shall be borne by the client. Costs usually include but are not limited to courier charges, insurance and any local taxes. In case of personal pick up storage provider is asking for a onetime release fee, which is payable for partner, storage provider by Loyal Bank Limited. Customer entitles Loyal Bank Limited to set up a direct debit and deduct all costs applicable in accordance with the customer's request from the customer's bank account held with Loyal Bank.

All delivery related costs are dependent on quantity, distance and market value.

Loyal Gold does not give any tax advice for delivery. VAT or any other applicable taxes have to be paid by the client in accordance with the laws of the receiving country.



2.4

Client agrees to pay, indemnify and hold harmless Global Gold from and against any tax or other levy, including any goods or services tax, imposed by any governmental agency now or in the future, in respect of storage, sale or delivery of the Client's Precious Metals.

2.4 Price Policy

2.4.1

Pricing varies and is unique in every transaction. Loyal Gold reserves the right to modify prices and to give a specific individual offer on a case-to-case basis. The client can accept or reject this offer.

2.4.2

Loyal Gold is not obliged to disclose to any authority or person, the basis on which the offer price was established. Loyal Gold is unimpeachable on this count.

2.4.3

In the event of a price mismatch, between the prices given by Loyal Gold's sources and the actual transaction price, impacting a client's transaction; Loyal Gold reserves the right to make the necessary corrections and adjustments to the transaction or to cancel the said transaction entirely, without any kind of liability. The said correction or adjustment will be made taking account of the valid price at the time of mismatch, unless this new price is manifestly incorrect, in particular when it is given by Loyal Gold or its physical precious metal providers by relying on information that subsequently proves to be incorrect or defective due to special market circumstances, including, without limitation, the absence of liquidity, very high volatility, incorrect prices supplied by counterparties or incorrect information supplied by third parties.

3.0 ORDER & TRANSACTION

3.1 Order Process

3.1.1

Clients can access their Precious metal accounts via NetBank. Transactions (buying, selling and delivering of precious metals) can be initiated either on-line through the Internet bank platform of Loyal Bank Limited, or manually via a completed and signed purchase order form, scanned and e-mailed to Loyal Gold. A Digi-pass device that secures online banking will be provided to the client upon request.

3.1.2

In cases where the client sends a purchase order, Loyal Gold will seek to complete the transaction on a best effort basis for the best possible current price. Once the order appears in Loyal Gold's system, Loyal Gold will take the necessary steps to allocate the required quantity and type of precious metals to the client. Orders can be executed anytime between 8.00 AM (GMT) and 3.00 PM (GMT). Orders arriving after 3.00 PM (GMT) may be executed on the following day.

3.1.3

In order to be eligible for transacting in precious metals purchase, the client must obtain or already possess a Loyal Bank Limited bank account, and have at least USD 2,000 in available funds. Loyal Gold does not accept orders that are less than the required minimum.

3.2 Rejection of Orders

3.2.1

Orders will be rejected in case the client does not have sufficient balance in the designated Loyal Bank account or in case Loyal Bank Limited cannot acquire the requested precious metals. Orders will also be rejected in case the client fails to provide due diligence requirements. However, Loyal Bank Limited will assist the customer with the specific solution towards meeting due diligence requirements without any liability.

3.2.2 Examination of Signatures and Legitimizing

In case of manual orders the client's signature may be compared to the Client's or his/her attorney's specimen signatures on file in the Bank, but the bank is not obliged to do so. If it does not match with the specimen, Loyal Gold may attempt to contact the client for clarifications and corrections and may reject the order at its discretion if not entirely satisfied for any reason whatsoever. Loyal Gold will not be responsible for the consequences of any falsifications or faulty identification that it has not recognized. No liability shall be incurred by Loyal Gold for any failure to recognize false, altered or forged signatures and documents, unless in case of willful misconduct.

The Bank is not required to undertake any additional extensive check of Client's identity.



3.2.3

In case of orders coming through NetBank, the clients ordering metals are identifying themselves with their electronic 'log in and password' credentials, which enable them to access to their accounts via NetBank at Loyal Bank. Orders sent through NetBank are undoubtedly considered to match the will of the clients and Loyal Gold cannot be held liable for fulfillment of faulty, incorrect orders signed electronically by clients. The client is obliged to bear all damages caused by any incorrect, faulty transaction order.

3.2.4

A Client can place orders only for his/her own account. Loyal Gold will reject any orders placed by any third parties.

3.3 Time of Order Execution

Orders that arrive between 8:00 AM and 15:00 PM (GMT) shall be processed on the same working day on a best effort basis. Orders after 15:00 PM will be processed on the next working day on a best effort basis.

3.4 Transaction Confirmation

3.4.1

Once the order has been made, Loyal Bank Limited will debit or credit the client's bank account with the appropriate amount; and will credit or debit the appropriate quantity of precious metals, to or from their precious metals' account, as applicable. In case the client does not have a precious metals account yet, one will be provided by Loyal Bank Limited as a separate account. This account is free from any form of charges and only hosts the client's precious metals stock. A transaction confirmation will be sent to the client confirming his or her purchase or sale and initiating the fulfillment of the order itself once the settlement of payment and metals was performed between the bank and the client. If the precious metal order was sent by the client via the client's NetBank, the transaction confirmation will arrive in the client's NetBank mailbox or via email.

3.4.2

Even though the transaction confirmation is sent after the precious metal has been allocated to the client, the physical settlement of metals is done at the Bank during the next business days.

After the transaction is complete, the actual accurate account balance will be shown on the next working day.

3.4.3

Client is responsible for checking that the appropriate amount of precious metals has been transferred to or from the designated precious metals account and brings any discrepancy to the notice of Loyal Gold immediately, but not later than 24 hours, for resolution. Failure to do so will be client's responsibility and Loyal Gold/Loyal Bank shall not be responsible or liable for any difference thereafter.

3.4.4

Client accepts that upon selling all their physical metals stock Loyal Bank Limited reserves the right to close their precious metals account without prior notice to client. Client also accepts that after their precious metals account has been closed or emptied Loyal Gold shall no longer deduct storage fees from client.

3.5 Limitation of Liability

All orders placed through the order entry system or through manual purchase form are taken on a best efforts basis. Loyal Gold shall not be responsible for errors or inability to execute orders. Neither shall Loyal Gold nor Loyal Bank Limited be responsible for any delays in the transmission, delivery or execution of customer's order due to breakdown or failure of transmission or communication facilities (or any other banking system), or to any other cause or causes beyond Loyal Gold's reasonable control or anticipation. Loyal Gold shall not be liable for any damages whatsoever and howsoever caused.

3.6 Electronic Order Entry Risk Disclosure and Disclaimer

Loyal Gold specifically disclaims any liability or responsibility, for orders placed via Loyal Bank Limited Internet Bank; for any losses or any direct, indirect, consequential or incidental damages, which the client may realize or incur as a result of the use of Loyal Bank Limited Internet Bank.

3.7 Technical Problems

3.7.1

The Client understands that while the Internet and the World Wide Web generally are dependable, technical problems or other conditions may delay or prevent him/her from entering or cancelling an order through the internet or via NetBank or likewise may delay or prevent Loyal Gold from executing an order with its contractual physical precious metal providers.

3.7.2



Besides, Loyal Gold reserves the right to suspend service and deny access to the metal purchase part of Loyal Bank's Net bank without prior notice during scheduled or unscheduled system maintenance or upgrading. Therefore, for any other causes or motives, the Client acknowledges and agrees that:

- a) Loyal Gold, its affiliates or any of its service providers will not be liable for: any technical problems; system failures and malfunctions; communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high Internet traffic demand, security breaches and unauthorized access and other similar computer problems and defects; beyond its reasonable control.
- b) Neither Loyal Bank Limited nor Loyal Gold does not represent, warrant or guarantee that the Client will be able to access or use the online metal purchase option via Loyal Bank's Net bank at times or locations of his/her choosing, or that it will have adequate capacity as a whole or in any geographic location. Loyal Gold does not represent, warrant or guarantee that any online system regarding precious metal transactions will provide uninterrupted and error free service.
- c) Neither Loyal Gold nor any of its service providers shall be liable to the Client for any loss, cost, damage or other injury, whether in contract or tort, arising out of or caused in whole or in part by Loyal Gold or by the Client's use of or reliance on the online sources of information of Loyal Gold or its content or the failure of any online information to deliver, display or transmit orders, messages or other data entered into a system by the Client or in otherwise performing its obligations under or in connection with this Agreement. In no event will Loyal Gold or any of its service providers be liable to the Client or any third party for any punitive, consequential, special or similar damages even if advised of the possibility of such damage. If some jurisdictions do not allow the exclusion or limitation of liability for certain damages, in such jurisdictions, Loyal Gold's liability or any of its service providers shall be limited in accordance with this Addendum and the general contractual documentation between Loyal Gold/Loyal Bank Limited and the Client to the extent permitted by law.

4.0 RISK DISCLOSURE, COMPLAINTS AND WARRANTIES

4.1 Risk Disclosure and Acknowledgments

The Client acknowledges, recognizes and understands that:

- a) investing in precious metal transactions is highly speculative
- b) it exposes the financial situation of the Client to a very high degree of volatility which may cause damages for the client and
- c) it may involve an extremely high degree of financial risk which may cause losses.

The Client expressly acknowledges, recognizes and accepts that:

- d) All the client's transactions or investment decisions will be based solely on his/her own evaluation of his/her financial circumstances and investment objectives.
- e) Market regulations and/or a significant imbalance of supply and demand and/or lack of liquidity may result in the temporary impossibility to carry out buy or sell orders and, consequently, to wind up positions that the Client wishes to liquidate, or that the Client may have decided to liquidate. The Client is fully aware of the significant losses he may suffer due to these factors;
- f) Any and all information on Loyal Gold's website or printed documentation and/or obtained through Loyal Bank's physical precious metal service regarding trading issues does not constitute a recommendation with regard to an investment. Any market information from Loyal Gold does not constitute an offer to buy or sell or a solicitation to execute any transaction, and that such information, although based upon information from sources believed to be reliable, might be incomplete or unverifiable. Loyal Bank Limited makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any trading recommendation or other information furnished to the Client.

4.2 Representations and Warranties; Waiver of Liability

4.2.1

The clients use the service of Loyal Gold entirely at their own responsibility and accept that Loyal Gold will Endeavour to serve the client to the best of its ability, and will never do anything intending to harm the interests of the client in any way.

4.2.2

The Client represents and warrants that:

- a) He/she is a conscious investor with necessary knowledge and background to trade in complex volatile markets;
- b) He/ she is willing to enter into transactions presenting high potential risk, such as physical precious metals that are highly volatile and can cause within a short period of time GREAT LOSS OF FUNDS;
- c) He/ she is willing and able, financially and otherwise, to assume the risk of trading in speculative investments and can assume risk of loss of the prepaid Equity; and
- d) The Client shall only use funds he/she is able and disposed to lose; e.g. no deposits have been made on his/ her account with money that was borrowed, or urgently needed. Consequently, if the Client is unsure, hesitant or has doubts concerning the risks or costs



associated hereunder, he/ she shall immediately request further information from Loyal Bank Limited or from an independent advisor.

4.3 Complaints by the Client

Any complaint by the Client concerning the execution or non-execution of any order, and any dispute concerning an account or other communication from Loyal Bank Limited must be issued immediately after receiving the information, but not later than one day after the date of communication. In the case of a late complaint, the Client will bear any resulting loss. If the Client does not react as provided for herein, statements are deemed to have been accepted.

4.4 Civil Incapacity Losses resulting from the Client's civil incapacity are exclusively borne by the Client. In any case, the Client will bear the loss resulting from the civil incapacity of the people he/she has mandated or of other third parties having access to the Client's account(s).

5.0 NON- DISCLOSURE, SECRECY AND INDEMNITY

5.1 Banking Secrecy

5.1.1

Loyal Gold is obliged to observe the strictest discretion regarding all business relations with the Client, even after the Client's relationship with the Bank is ceased.

5.1.2

Loyal Gold and all its affiliates respect and protect the Client's privacy and will not share specific information about Clients' accounts and other personally identifiable data to parties outside the Loyal Bank Limited.

5.1.3

It is the policy of Loyal Gold:

- (a) to collect, retain and use information about its clients only when the client has requested a service Loyal Gold provides.
- (b) to ensure that robust digital defenses are in place to ensure the absolute security of customer information from attacks by hackers, etc (however, Loyal Gold cannot be held responsible for damages caused by such attacks or data stealing etc.)
- (c) to not disclose client information or information it collects and retains about its clients to any non-affiliated third party except under certain precisely pre-defined conditions.

5.1.4

If any Bank customers are involved in legal proceeding and the state of St. Vincent and the Grenadines requires release of records or information, then Loyal Bank Limited will only do so by lawful judicial process or by Court or Production Order. Foreign lawyers asking for information for any purpose must be directed to obtain a Production Order from the St. Vincent and the Grenadines court as their request has no legal validity in the country otherwise and the bank is not obliged to respond to it.

5.2 Indemnity

The Client will indemnify Loyal Gold, its affiliates or service providers if applicable, against all actions, claims, demands, proceedings, damages, costs, charges and expenses incurred (including, but not limited to, reasonable attorney fees) arising out of or relating to - any infringement or alleged infringement of the intellectual property rights of any third party resulting from the possession of or use by client, of any information, works or materials supplied by Loyal Gold hereunder or any misuse of the FX trading platform by the client and - any misrepresentation made by client or any breach of client's representations or warranties.