

## Standard Chartered

# PHYSICAL PRECIOUS METALS SUPPLY STATEMENT

## 1. Introduction

1.1 These Physical Precious Metals Supply Statement (the "Statement") apply to all transactions relating to the supply of Precious Metals, whether on a spot or deferred basis (each a "Relevant Transaction") you, the Client, enter or have entered with SCB.

1.2 This Statement is supplied in English.

## 2. Definitions and Interpretations

### 2.1 Definitions

"**Affiliates**" means, in relation to a company:

- (a) any of its Subsidiaries;
- (b) any of its Holding Companies; or
- (c) any other Subsidiary or any such Holding Company, including head offices and branches of the above.

"**Client**" means, the party entering into or has entered into a Precious Metals transaction with SCB.

"**Confirmation**" means, with respect to a Relevant Transaction one or more documents or other confirming evidence between the parties (including by means of an electronic messaging system or email) or otherwise effective which, taken together, confirm all the terms of the Relevant Transaction.

"**Effective Date**" means the date specified as such for a transaction, which date is the first day of the period commencing on this date of the transaction.

"**Holding Company**" of any other person, means a company in respect of which that other person is a Subsidiary.

"**LBMA**" means the London Bullion Market Association or any successor entity.

"**LBMA Good Delivery List**" means the good delivery list maintained by LBMA for the relevant Precious Metal, as published by the LBMA on its website from time to time.

"**LBMA Responsible Sourcing Guidance**" means the guidance on sourcing of precious metals issued by LBMA from time to time and published on their website. At the time of this Letter Agreement, this can be found here <http://www.lbma.org.uk/guidance-documents>.

"**LPPM**" means the London Platinum and Palladium Market or any successor entity.

"**LPPM Good Delivery List**" means the good delivery list maintain by LPPM for the relevant Precious Metals and published by the LPPM on its website from time to time.

"**LPPM Responsible Sourcing Guidance**" means the guidance on sourcing of precious metals issued by LPPM from time to time and published on their website. At the time of this Letter Agreement, this can be found here <https://www.lppm.com/responsible-sourcing/guidance/>.

"**Master Agreement**" means a document agreed between two parties that sets out standard terms that apply to all the transactions entered into between those parties. Each time that a transaction is entered into, the terms of the master agreement do not need to be re-negotiated and apply automatically.

"**Precious Metals**" refers to physical gold, silver, palladium, platinum, rhodium and any other precious metals as agreed between SCB and the Client and includes refined products, ores and partially refined ores.

"**Sanctioned Party**" means a person that is: (i) listed on, or owned or controlled by a person listed on, or acting on behalf of a person listed on, any Sanctions List; (ii) located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a person located in or organized under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions; or (iii) otherwise a target of Sanctions ("**target of Sanctions**") signifying a person with whom a US person or other national of a Sanctions Authority would be prohibited or restricted by law from engaging in trade, business or other activities).

"**Sanctions**" means the economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by: (i) the United States government; (ii) the United Nations; (iii) the European Union or its Member States, and/or the United Kingdom; (iv) the respective governmental institutions and agencies of any of the foregoing, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury ("**OFAC**"), the United States Department of State, and Her Majesty's Treasury ("**HMT**"); or (v) any other governments, government agencies or departments, regulators, Central Banks and/or organisations whose jurisdiction, rules or regulations to which members of the Standard Chartered Group may be subject (together, "**the Sanctions Authorities**").

"**Sanctioned Country**" means a country or territory that is the target of country-wide or territory-wide Sanctions.

"**Sanctions List**" means the "**Specially Designated Nationals and Blocked Persons**" list maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by HMT, or any similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities.

"**SCB**" means Standard Chartered Bank and any of its Affiliates now and in the future.

"**Subsidiary**" means, in relation to a company any other company:

- (a) which is Controlled, directly or indirectly, by the first named company; or
- (b) which is a Subsidiary of another Subsidiary of the first named company.

"**Supplier**" means any person from whom the Client has purchased the Precious Metals or any part thereof.

"**Trade Date**" means, in respect of a transaction, the date on which the parties enter into the transaction.

"**Transaction Documentation**" means any Master Agreement, Confirmation, schedule entered into or to be entered into between the Client and SCB in connection with the purchase and/or sale of Precious Metals.

### 2.2 Rules for Interpretation

2.2.1 Unless expressly stated otherwise in this Statement:

- (i) a reference to a person includes any person, firm, corporation, government, state or agency of

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- (ii) a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing a reference to a document includes any variation or its replacement;
  - (iii) the word "law" includes common law, principles of equity and laws made by parliament;
  - (iv) a reference to a law includes any regulation, rule, official directive, request, guideline, sanction, embargo or restrictive measure (whether or not having the force of law) of any Authority and any interpretation, application or enforcement of such law;
  - (v) the word "including" when listing examples, does not limit the list to such examples or examples of a similar kind;
  - (vi) a gender includes all other genders;
  - (vii) the singular includes the plural and vice versa;
  - (viii) "writing" includes email, fax transmission or other electronic means of communication legibly received and "written" has the corresponding meaning.
  - (ix) Headings in this Statement are for convenience only and do not affect their interpretation
- LPPM Good Delivery List, as relevant) is located in a country representing high-risk for money laundering;
- C. neither the Client, nor any Supplier, nor the refiner of the Precious Metals (unless the refiner was, at the time of production of the Precious Metals, on and continues to be on the LBMA / LPPM Good Delivery List, as relevant) is active in higher-risk business activity such as arms, gaming and the casino industry, antiques and art, sects and their leaders;
- all terms used in Sub-Clause 3.1.1 (ii) unless otherwise defined in this Statement shall be understood in terms of the relevant LBMA/LPPM Responsible Sourcing Guidance and any equivalent guidance now and in the future (amended from time to time) as applicable.

#### 3.2 (Anti-Money Laundering, Anti-Corruption and Sanctions)

### 3. Client Representations and Warranties

The Client represents and warrants to SCB as follows and SCB enters into each Relevant Transaction in reliance of such representation and warranty. Such representation and warranty shall be deemed to be repeated by the Client on the date of each Effective Date, Trade Date, payment date and delivery of Precious Metals of a Relevant Transaction:

#### 3.1 (Sourcing)

##### 3.1.1 Where the Client is selling Precious Metals to SCB:

- (i) the Precious Metals are sourced in accordance with the OECD Due Diligence Guidance for the Responsible Supply Chains of Minerals from Conflict-Afflicted and High-Risk Areas (the "OECD Guidance") as amended or restated from time to time. At the date of this Statement the OECD Guidance can be found at the following internet address: <http://www.oecd.org/corporate/mne/mining.htm>;
  - (ii) the Client has identified and assessed risks in the supply chain of the Precious Metals in accordance with the relevant LBMA/LPPM Responsible Sourcing Guidance and any equivalent guidance now and in the future as amended from time to time and that:
    - A. the Precious Metals do not originate from, have not transited and have not been transported via a conflict-affected or human rights abuse high-risk area;
    - B. neither the Client, nor any Supplier, nor the refiner of the Precious Metals (unless the refiner was, at the time of production of the Precious Metals, on and continues to be on the LBMA /
- 3.2.1 the operations of each of the Client, and to the best of the Client's knowledge, the operations of each of its Affiliates, shareholders or any other member of its group, are and have been conducted at all times and the use of the proceeds of the Relevant Transactions contemplated by, or the Precious Metals sold under, each agreement are and will be in compliance with all applicable anti-money laundering laws and financial record keeping and reporting requirements, rules, regulations and guidelines;
- 3.2.2 nothing in any agreement and no action or omission by any person (other than SCB), including any carrier or storage operator, in relation to any Relevant Transaction has occurred that shall cause such person and/or SCB to be in breach of any Sanctions;
- 3.2.3 neither the Client, nor, to the Client's knowledge, any of its Affiliates, shareholders, any other member of its group or joint ventures, nor any of their respective directors, officers or employees, nor any persons acting on any of their behalf:
  - (i) is a Sanctioned Party; or
  - (ii) has received notice of or is aware of any claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority;
- The Client further undertakes that it shall not, and shall not permit or authorise any other person to, directly or indirectly, use the proceeds of the Relevant Transaction(s) to contribute to any trade, business or other activities: (A) involving or for the benefit of any Sanctioned Party, or (B) in any other manner that would reasonably be expected to result in any Party being in breach of any Sanctions or becoming a Sanctioned Party.
- 3.2.4 the Precious Metals are not subject to any Sanctions and such Precious Metals have not been in any Sanctioned Country and/or under the control of a Sanctioned Party (including any vessel under the flag of a Sanctioned Country);

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3.2.5 none of the Client, nor, to the best of its knowledge, its Affiliates, shareholders nor any third party the Client has engaged in relation to the performance of obligations under any agreement (to the extent permitted thereunder) has breached any Anti-Bribery laws and regulations in relation to any Relevant Transaction and the performance thereof. The Client further undertakes to and procure that its Affiliates, shareholders and any third parties referred to in the previous sentence shall:

- (i) not engage in or tolerate any form of bribery or corruption whatsoever whether direct or indirect, including, without limitation, the making of (or authorization of) an offer, payment or promise to pay anything of value to unlawfully influence any person, including in the form of money, property, gifts, promises to give, or anything else of value (including, for the avoidance of doubt, facilitation payments); and
- (ii) not to do anything that it knows, or ought to reasonably know, may cause SCB to be in breach of any anti-bribery laws and regulations.

#### 3.3 (Conflict-Affected or Human Rights Abuse Area)

3.3.1 neither the proceeds of a Relevant Transaction nor Precious Metals that is the subject of a Relevant Transaction will be used to contribute, directly or indirectly, to any trade, business or other activities involving or for the benefit of any person incorporated in or otherwise located in a conflict-affected or human rights abuse high-risk area or for onward sale or use in any such area.

#### 3.4 (Sources of Dore)

3.4.1 where the Precious Metals is produced by the Client, all raw materials used in the manufacture or refining process of the Precious Metals sold to SCB are from sources (including the mines from which dore have been obtained); or

3.4.2 where the Precious Metal that is the subject of a transaction is in the form of dore, the Precious Metals has been obtained from sources (including the mines from which the dore have been obtained),

that have been disclosed to and approved by SCB from time to time.

## 4 Client Undertaking

The Client undertakes that:

#### 4.1 (Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH))

- 4.1.1 where the location at which the Precious Metals are to be delivered to SCB is in the European Union or the United Kingdom,
  - (i) the Client will assume all responsibilities in relation to the import of the Precious Metals into the European Union or United Kingdom necessary to comply with Regulation EC no. 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of

Chemicals (REACH) and/or Regulation (EC) No. 1272/2008 of the European Parliament and of the Council on Classification, Labelling and Packaging of Substances and Mixtures (CLP) or any equivalent law, including (without limitation) obligations pertaining to the (pre-)registration or notification of the Precious Metals; and

- (ii) ensure that all relevant data is maintained in written form and provided to SCB to enable SCB to comply with all or any responsibilities howsoever arising to SCB in connection with the Precious Metals including but not limited to requirements arising under REACH and/or CLP.

#### 4.2 (Information)

- 4.2.1 it shall notify SCB promptly if any of the representations or warranties in this Statement, is or becomes, untrue or incorrect in any material respect on any date as though they had been given and made on such date.

## 5 Termination and Suspension

- 5.1 SCB may suspend a transaction or service or terminate a transaction, service or our relationship with you if: (1) you breach any applicable law or representation, warranty or undertaking set out in this Statement; or (2) by executing the transaction, providing the products and services or continuing our relationship with you, it will cause us to breach any applicable law.

## 6 Indemnity and Limitation of Liability

- 6.1 The Client agrees to indemnify SCB, to the fullest extent permitted by law, from and against any direct loss, liability, cost, claim, action, demand or expense (including, without limitation, the reasonable costs, expenses and disbursements of legal counsel), resulting from, arising out of or relating to any of the representations, warranties or undertakings in this Statement being untrue or incorrect.

## 7 Governing Law and Jurisdiction

- 7.1 In respect of each Relevant Transaction, the governing law and dispute resolution forum of this Statement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Statement shall be deemed to be that expressly stated in the Master Agreement for the Relevant Transaction, and if either the governing law or dispute resolution forum is not expressly stated in the Master Agreement, then English law and courts apply.

## 8 Transaction Documentation

- 8.1 This Statement shall form part of any specific Transaction Documentation governing a Precious Metals transaction that you enter with SCB.

## 9 Communications and Updates

- 9.1 The Client consents to receiving this Statement and any other information relevant to the Client through various methods, including letter, email, accessing SCB's website (irrespective of such information being personally addressed to the Client) and/ or otherwise. Please read any such information carefully.

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Should the Client have any questions, SCB recommends that the client seek independent legal advice.

The most current version of this Statement is available on SCB's website.

SCB reserves the right to amend this Statement. SCB recommends that you regularly review the information on our website as it may be updated from time to time. These updates shall apply to all Precious Metals transactions between SCB and the Client going forward and automatically.