



Customer Information Packet

Company Information				
Business Name				
Address				State
City			Postal Code	
Business Phone		Primary Cell		
Email				
Describe your Business Activity (i.e. scrap metal collector, jeweler, pawn shop, medical devices, dental)				
Description of Customer's Intended Transactions with Williams Gold & Silver (i.e. sale of scrap metal, bullion & coin purchase/sale)				
How did you hear about us?				
Who can we thank for the referral?				

Company Contacts			
Provide TWO contacts. A copy of a government-issued photo ID document, such as a passport or a driver's license, <u>MUST</u> also be included for each named individual below.			
Primary:			
Name		Title	
Phone		Cell	
Email			
Secondary:			
Name		Title	
Phone		Cell	
Email			

Owner(s) and Partners of Company (those who hold 25% or more equity ownership)				
Please provide a copy of a valid government issued ID document (i.e. Driver's License, passport, or official issued government document with photo) for all Owner/Beneficial Owners				
Name				
Partner or Owner	<input type="checkbox"/> Partner	<input type="checkbox"/> Owner	_____ % Ownership	
Address				State
City			Postal Code	
Phone		Email		
ID #			State Issued	

Name						
Partner or Owner	<input type="checkbox"/> Partner	<input type="checkbox"/> Owner	_____ % Ownership			
Address						State
City					Postal Code	
Phone			Email			
ID #					State Issued	

Certification of Customer AML Regulatory Status

The USA Patriot Act of 2004 requires financial institutions, including dealers in precious metals, to establish an anti-money laundering program to deter and detect money laundering and the financing of terrorism. Williams Gold & Silver and its affiliate companies support the purpose of the ACT and appreciate your assistance in meeting its requirements. By transacting with Williams Gold & Silver, the customer agrees to the USA Patriot ACT provisions, including specifically that the Customer (Select One):

_____ A. has written anti-money laundering program that complies with the USA Patriot Act, Dealers in Precious Metals Regulations, and the Bank Secrecy Act (**Please provide Williams Gold & Silver with a copy of your AML policy**).

_____ B. is not a “dealer in precious metals, stones and jewels” as defined by the USA Patriot Act.

_____ C. is exempt from USA Patriot Act Compliance for one of the following reasons:

_____ **Retailer Exemption:** retailers that purchase only from dealers who follow a U.S. anti-money laundering program are exempt from compliance. Additionally, retailers who purchase less than \$50,000 of covered goods from non-U.S. dealers and members of the general public are exempt from compliance;

_____ **Pawn Broker Exemption:** Businesses properly licensed and registered as pawnbrokers under state or municipal law are specifically exempted from the interim Final Rule definition of “dealer” and are not required to comply.

Furthermore, Customer, by signing this acknowledgement represents and warrants that:

- (a) None of the material it provides to Williams Gold & Silver will originate from, further, or be involved or derived in any way from any type of activity that is criminal, illicit, or otherwise prohibited;
- (b) The country of origin for all materials shipped to Williams Gold & Silver is not from a conflict area;
- (c) Customer has complied with all the applicable holding and reporting requirements related to the material; and
- (d) That all information provided is true and accurate and certifies that the indicated business either has in place a written anti-money laundering program or is exempt from this



requirement.

Customer Name: _____

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Title: _____

WIRE TRANSFER/ACH INSTRUCTIONS FOR SETTLEMENTS

Customer			
Name of Bank			
Phone			
Routing #		Account #	

PRICE FORWARD AGREEMENT

General Terms & Conditions Governing Forward Contracts

This document sets for the term and conditions agreed to by WILLIAMS GOLD & SILVER and CUSTOMER (hereinafter identified) relating to the forward purchases and forward sales of precious metal pursuant to which (a) WILLIAMS GOLD & SILVER contracts to purchase, and the CUSTOMER contracts to sell, precious metal at an agreed upon predetermined price with delivery of the precious metal by the CUSTOMER and payment of the purchase price by

WILLIAMS GOLD & SILVER to occur at a future predetermined date; or (b) the CUSTOMER contracts to purchase, and WILLIAMS GOLD & SILVER contracts to sell, precious metal at an agreed upon predetermined price with delivery of the precious metal by WILLIAMS GOLD & SILVER and payment of the purchase price by the CUSTOMER to occur at a future predetermined date ("Forward Contracts"). The date on which the precious metal is to be delivered, and the purchase price is to be paid, under the Forward Contract shall be known as the "Contract Due Date".

1. All requests for Forward Contracts must be placed through WILLIAMS GOLD & SILVER Hedging and Bullion Services department in Las Vegas, NV which can be reached at 702-485-1414.
2. Open Forward Contracts will be applied on a first in, first out basis.
3. The CUSTOMER agrees to pay WILLIAMS GOLD & SILVER the predetermined purchase price for forward purchases or deliver precious metal forward sold to WILLIAMS GOLD & SILVER, as applicable, within (10) Business Days (as hereinafter defined) of the Contract Due Date. "Business Day" means each and every day other than Saturday, Sundays, and days on which WILLIAMS GOLD & SILVER is closed by virtue of a national or state holiday. Confirmations of Forward Contracts will be sent the next Business Day to the CUSTOMER by WILLIAMS GOLD & SILVER. The CUSTOMER agrees to examine the c WILLIAMS GOLD & SILVER confirmation and, in the event of any error therein, to notify WILLIAMS GOLD & SILVER of such error immediately by

return fax, or email. The CUSTOMER is hereby conclusively deemed to have waived any such error in WILLIAMS GOLD & SILVER favor in the absence of such notification.

4. As a condition to entering into Forward Contracts, the CUSTOMER may be required by WILLIAMS GOLD & SILVER to open and maintain a non-interest-baring margin account during the period of the forward pricing relationship. In the event that WILLIAMS GOLD & SILVER requires that the CUSTOMER maintain a margin account, the margin on deposit with WILLIAMS GOLD & SILVER shall at all times be equal to or exceed the amount by which the market value, based on the London Bullion Brokers' second fixing price on the valuation date I the "Market Value"), of the precious metal subject to the Forward Contract exceeds the purchase price set forth in the Forward Contract (the "Contract Price"). In the event that due to fluctuations in the Market Value the margin on deposit with WILLIAMS GOLD & SILVER becomes insufficient to meet the requirements of the immediately preceding sentence, WILLIAMS GOLD & SILVER may require, one (1) Business Days' notice, that the CUSTOMER deposit further margin in an amount necessary to satisfy such margin insufficiency.
5. In the event that CUSTOMER fails to pay WILLIAMS GOLD & SILVER the purchase price for forward purchases made as required under a Forward Contract within the ten (10) Business Days of the contract Due Date, (ii) deliver precious metal to WILLIAMS GOLD & SILVER for forward sales as required under a Forward Contract within the ten (10) Business Days of the Contract Due Date, or (iii) maintain the required margin account in the amount required by Section of hereof, WILLIAMS GOLD & SILVER, without prejudice to any other right or remedy that WILLIAMS GOLD & SILVER may have, shall be entitled to close-out and liquidate any or all outstanding Forward Contracts with the CUSTOMER (except to the extent that in the good faith option of WILLIAMS GOLD & SILVER certain of such Forward Contracts may not be closed-out and liquidated under applicable law), by notice to the CUSTOMER (the date such notice is effective, the "Close-Out Date"). Where such close-out and liquidation is to be effected, it shall be effected by closing out each outstanding Forward Contract (including any such Forward Contract which has not been performed and in respect of which the performance date is on or precedes the Close-Out Date) so that each such Forward Contract is canceled, and WILLIAMS GOLD & SILVER shall calculate in good faith and in a commercially reasonable manner (including, without limitation, using the London Bullion Brokers' second fixing price on the Close-Out Date) the aggregate termination amounts required to be paid by the CUSTOMER to WILLIAMS GOLD & SILVER.
6. The CUSTOMER hereby indemnified WILLIAMS GOLD & SILVER and holds WILLIAMS GOLD & SILVER harmless from and against any loss, cost or expense that WILLIAMS GOLD & SILVER sustains or incurs as a consequence of (a) default by the CUSTOMER in the payment of any Forward Contract as and when due and payable (including, without limitation, as a result of prepayment or late payment of the purchase price); and (b) default by the CUSTOMER in delivering precious metal after the CUSTOMER has entered into a Forward Contract of the forward sale of precious metal to WILLIAMS GOLD & SILVER. The indemnified loss and expenses shall include loss of anticipated profits and market loss, and loss or expense arising from interest or fees payable by WILLIAMS GOLD & SILVER to lenders of funds obtained by it in order to enter into Forward Contracts and shall include loss and expenses resulting from the liquidation of the Forward Contract pursuant to the terms of this Agreement.

7. The CUSTOMER hereby grants to WILLIAMS GOLD & SILVER, a lien, security interest and right of set off as security for all liabilities and obligations of CUSTOMER to WILLIAMS GOLD & SILVER, whether now existing or hereafter arising, upon against all deposits, credits, collateral and property, including without limitation, all margin accounts, open metal accounts, pool accounts or other accounts now or hereafter in the possession, custody, safekeeping or control of WILLIAMS GOLD & SILVER or in transit to it. At any time and from time to time, without notice to or consent by the CUSTOMER, WILLIAMS GOLD & SILVER may set off and off and debit such accounts or any part thereof and apply the proceeds thereof to any liability or obligation of the CUSTOMER to WILLIAMS GOLD & SILVER hereunder of under the Forward Contracts.
8. WILLIAMS GOLD & SILVER shall invoice the CUSTOMER for any amount not otherwise paid hereunder or under the Forward Contracts, which the CUSTOMER agrees to pay, in full, by wire transfer no later than one (1) Business Day following the date of the faxed, or other, demand notification.
9. All sums owing to WILLIAMS GOLD & SILVER hereunder or under the Forwards Contracts shall to the extent permitted by law, until paid in full, bear interest (payable on demand) at a rate per annum equal to two percent (2%) over the Prime Rate (as quoted in the Wall Street Journal) from the time of default until payment in full with interest changing on the effective date of each change in the Prime Rate. In the event of default by the CUSTOMER shall be responsible for all legal and other expenses incurred by WILLIAMS GOLD & SILVER (including, without limitation, the fees, and disbursements of the WILLIAMS GOLD & SILVER's counsel) in connection with the collection and enforcement of the Agreement and the Forward Contracts.

CUSTOMER, by the signature of its duly authorized representative below, hereby accepts all the terms and conditions set forth herein and in the Forward Contracts entered pursuant hereto and agrees to be bound by the terms and conditions hereof and thereof.

CUSTOMER (Company Name): _____

Signature of Authorized Representative: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____