
FULL MEMBER ACCOUNT AGREEMENT

BETWEEN

Australian Bullion Exchange Limited trading as Allocated Bullion Exchange

ACN 149 681 489

(hereinafter referred to as "ABX")

AND

Complete Company Name

Company Registration Number

(hereinafter referred to as "Full Member")

Version: 7.0

CONTENTS

1	Interpretation.....	3
2	General.....	7
3	Bullion Account	9
4	Ownership	10
5	MetalDesk	11
6	Bullion Deposits	16
7	Bullion Withdrawals	17
8	Full Member Instructions	19
9	Storage of Precious Metal	19
10	Notices	21
11	Confidentiality	21
12	ABX Security Interest.....	22
13	Limitation of Liability.....	22
14	Termination.....	23
15	Dispute Resolution	24
16	Anti-Money Laundering and Counter-Terrorism Financing Framework and Australian Privacy Principles.....	25
17	Value-Added Tax and Sales Tax.....	26
18	Execution.....	27
19	Appendix 1: Fee Schedule	29
20	Appendix 2: Electronic Vault Warrants	32

1 Interpretation

1.1 Definitions

“ABX Password” means the password given to Full Member which, when used in accordance with its User ID, provides access to MetalDesk;

“ABX Vault” means any vault, authorised depository or other secure facility utilised by ABX for the fulfilment of its bailment, storage and logistics obligations and undertakings wherein ABX shall use each respective vault as a trading location on MetalDesk;

“ABX Vault Network” means every ABX Vault, regardless of geographical location or Vault Operator of such ABX Vault;

“Account Application” means the documentation or electronic forms utilised by ABX to collect requisite account and KYC information wherein the applicant agrees and acknowledges to comply with this Agreement;

“Agreement” means this account agreement as entered into between ABX and the Full Member which outlines each Party’s respective undertakings;

“Allocated” means Bullion to which a natural or legal person has legal title, with ABX holding it on that person’s behalf as bailee;

“Anti-Money Laundering and Counter-Terrorism Financing Act (‘AML Act’)” includes the legislative rules, regulations, obligations and procedures as promulgated by the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) including any subsequent amendments to the same;

“Approved Location” means any location inspected and approved by ABX and/or its Vault Operators wherein Full Member may be permitted to accept delivery of and release Bullion outside of the ABX Vault Network;

“Australian Bullion Exchange Limited trading as Allocated Bullion Exchange (‘ABX’)” means the company incorporated under the laws of Australia having the Australian Company Number 149 681 489 and whose registered business address is at Level 3, 10 Market Street, Brisbane, Queensland, Australia 4000;

“Australian Privacy Principles (‘APP’)” the legislative framework under the Privacy Act 1988 (Cth), as amended, which dictates the undertakings and processes required by an organisation in relation to the collection and storage of personal information;

“Authorised Trading Agent” means an agent authorised by Full Member to:

- a. access;
- b. manage; and/or
- c. execute on;

Full Member’s Bullion Account;

“Available Balance” means the net funds position of Full Member taking into consideration its Cash Balance, Credit Line, Unsettled Funds and Reserved Funds;

“Bullion” means gold, silver, platinum, palladium, and any other metal in a Prescribed Form as may be agreed between the Parties from time to time;

“Bullion Account” means the account established by ABX on behalf of Full Member comprised of Available Balance and Holdings;

“Business Day” means any day by reference to the prevailing time zone and the QAF, except a Saturday, Sunday or a national public holiday, or a day during which trading has been suspended pursuant to any enactment or direction pursuant to the QAF, or a day which ABX declares not to be a Business Day;

“Cash Balance” means Full Member’s cleared funds held by ABX in the Trust Account;

“Collateral Management Fee” means the monthly fee charged by ABX where an eVW has been pledged to Full Member within the eVW warrant registry, calculated as a percentage of the Open Pledge Value;

“Confidential Information” means all information and ideas of any kind supplied by one Party to the other Party resultant of the terms of this Agreement where such information and ideas are proprietary in nature and not common knowledge or publically available;

“Credit Line” means the financial line extended by ABX to the Full Member based upon the posted Margin;

“Daily Collateral Management Fee” shall adopt the definition as provided in Clause 20.8.5.3;

“Daily Storage Fee” shall adopt the definition as provided in Clause 19.3.2;

“Delivery Date” means the date(s) identified in the QAF upon which Bullion of a Prescribed Form may be deposited and/or withdrawn from an ABX Vault;

“Deposit Fee” means the fee charged by ABX for deposit of Bullion to the ABX Vault Network. Full Member’s Deposit Fee can be found within the Fee Schedule;

“Deposited Bullion” shall adopt the definition as provided in Clause 5.7;

“Electronic Vault Warrant (‘eVW’)” means an electronic certificate having a unique identifying number, which evidences title to an individual Allocated Segregated quantity of Bullion as reflected in MetalDesk;

“Execution Fee” means the fee charged by ABX for a transaction executed on MetalDesk. Full Member’s Execution Fee can be found within the Fee Schedule;

“Fee Schedule” means the tiered fee structure for Execution Fees, Storage Fees, Deposit Fees and Withdrawals Fees to be applied to Full Member’s Bullion Account as detailed in Clause 17;

“Holdings” means Bullion to which Full Member has legal title, as reflected in MetalDesk. Such Bullion are classified as ‘Deposited’ or ‘To Be Deposited’ Bullion in Holdings;

“Lending Ratio” means the percentage discount (if any) offered from time to time by the Full Member in its absolute discretion to a particular Product;

“Margin” means the collateral posted by Full Member to the Trust Account to cover the intraday settlement risk which determines the value of the Credit Line;

“MetalDesk” means the order management, inventory management and execution system utilised by ABX;

“Monthly Collateral Management Fee” means the fee charged by ABX each month for eVW collateral management services provided in the previous calendar month;

“Monthly Storage Fee” means the fee charged by ABX each month for storage services provided in the previous calendar month;

“Open Pledge Value” shall adopt the relevant definition as provided in Clause 20.8.5.4;

“Ounce” shall adopt the relevant definition as provided in Clause 3.2;

“Party” means ABX and Full Member where each may be collectively referred to as the ‘Parties’;

“Platform Fee” means the fee charged by ABX for access and/or use of MetalDesk. Full Member’s Platform Fee can be found within the Fee Schedule;

“Prescribed Form” means Bullion in the form of bars or coins unless otherwise mutually agreed between the Parties, where said Bullion is hallmarked by a refinery, is of the an accepted fineness as specified in the QAF and has the appropriate documentation to assure the Bullion’s authenticity;

“Primary Close” means the conclusion of the Primary Session in each respective ABX Vault;

“Primary Close Reference Price” the Reference Price of each given Product at Primary Close;

“Primary Close Value” means the monetary value of a Product, calculated by multiplying the most recent Primary Close Reference Price of a Product, and the relevant number of Ounces of that particular Product;

“Primary Session” means the primary hours of trade for MetalDesk as specified within the QAF from time to time;

“Product” means an individual product that is traded upon MetalDesk, identifiable by reference to its ticker including information such as, but not limited to, the ABX Vault, refiner, weight and fineness, which resultantly trades at non-identical price(s) to other Products;

“Quality Assurance Framework (‘QAF’)” means the framework, rules, protocols and procedures developed by ABX to provide the highest levels of assured quality and transparency to Full Members;

“Reference Price” shall be equal to the mid-price, as displayed on MetalDesk, representing the midpoint between the best bid and offer prices for a given Product. In the case where no mid-price is available for a Product, due to the absence of a current bid and/or offer on MetalDesk, the mid-price of the relevant precious metal will be utilised instead;

“Reserved Funds” means the funds that have been reserved from Full Member’s Available Balance due the existence of an open limit order in MetalDesk;

“Secondary Session” means the trading hours that exist outside of the Primary Session;

“Secure Storage Area” means the long-term, insured storage area of an ABX Vault, in which Bullion is warehoused after being inspected and approved for storage by the Vault Operator;

“Segregated” means Bullion that is uniquely identifiable and assigned to a particular Full Member;

“Storage Fee” means the annual fee charged by ABX for storage services provided, which may vary by reference to the monthly volume of trade and metal type. Full Member’s Storage Fee can be found within the Fee Schedule;

“Storage Value” means the value of Bullion held by Full Member within an ABX Vault at Primary Close as calculated by ABX in accordance with this Account Agreements;

“To Be Deposited” shall adopt the definition as provided in Clause 5.8;

“Trade Confirmation” means one or more documents or other confirming evidence, which, taken together, confirm the terms of an executed order;

“Trade Cycle” defined as a period of two weeks wherein Bullion which is traded during this period as To Be Deposited must be Deposited in the appropriate ABX Vault by no later than the Delivery Date pertaining to a given Trade Cycle. Trade Cycles shall be published on the ABX website;

“Trade Value” means the price per unit of a Product, multiplied by the quantity traded;

“Trust Account” means the bank account held by ABX with an authorised deposit-taking institution for the benefit of Full Members;

“Unsegregated” means Bullion that is stored collectively and considered to be fungible, such a Full Member has legal title over a particular quantity and type of Bullion but does not have legal title for any particular unit (that is itemized and serialized bar) of Bullion;

“Unsettled Funds” means the netted Trade Value and Execution Fees required to be deposited by Full Member to reconcile the Trust Account at the Primary Close of each day;

“User ID” means the unique user identification provided by ABX to Full Member to access MetalDesk;

“Vault Operator” means a specialist storage organisation engaged by ABX to provide Bullion storage, infrastructure, transportation and insurance services; and

“Withdrawal Fee” means the fee charged by ABX for withdrawal of Bullion from the ABX Vault Network. Full Member’s Withdrawal Fee can be found within the Fee Schedule.

- 1.2 Words importing the singular shall, where the context permits or requires, include the plural and vice versa. Words importing gender or the neuter shall include both genders and the neuter. Words importing persons shall, where the context permits or requires, include natural persons, any public bodies and any body of persons, corporate or unincorporated.
- 1.3 This Agreement comprises the entire Agreement between the Parties and no earlier representation or agreement, whether oral or in writing, in relation to any matter dealt with in this Agreement shall have any effect from the date of this Agreement. This does not however limit the application to the Full Member of the QAF or the terms and conditions of access to MetalDesk or any agreement appointing an Authorised Trading Agent.
- 1.4 Full Member herein authorises ABX to undertake any further searches or information gathering activities relating and/or connected to this Agreement.
- 1.5 This Agreement may be comprised of any number of counterparts and all such counterparts when executed and taken together shall constitute this Agreement.

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- 1.6 Full Member herein agrees that it may not assign, transfer, encumber or purport to do any of the aforementioned in relation to this Agreement, including but not limited to assigning, transferring or encumbering the right to or title in Bullion held in Full Member's Bullion Account unless otherwise mutually agreed in writing.
 - 1.7 If any of the Clauses of this Agreement are held to be invalid or unenforceable, said invalid or unenforceable Clause shall be read down and/or severed to the extent of its invalidity wherein the remainder of the Agreement shall continue to bind the Parties.
 - 1.8 Full Member acknowledges and agrees that ABX may amend this Agreement and/or the QAF at any time by providing notice. Full Member is deemed to accept and agree to the amendment unless it notifies ABX to the contrary within ten (10) Business Days of the date of said amendment notice. Each amendment notice shall be issued by way of notification through MetalDesk upon login. Full Member acknowledges and agrees that it is its sole responsibility to monitor the release of any amendments by regularly accessing MetalDesk and checking for same. If Full Member does object to the amendment, the amendment will not be binding, but the Full Member's Bullion Account will be suspended and will be required to be closed as soon as is reasonably practicable. Any amendment to this Agreement will come into effect on the date specified by ABX which will, in most cases, be at least ten (10) Business Days after the notice of amendment has been issued. Any amended agreement will supersede any previous agreement between the Parties and shall govern any transaction entered into after, or outstanding on, the date of the new agreement coming into effect.

2 General

2.1 Governing Law

- 2.1.1 This Agreement shall be governed by and construed in accordance with the laws in force in the State of Queensland, Australia, and the Parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in respect of the State of Queensland.

2.2 Call Recording

- 2.2.1 ABX may record and/or monitor incoming or outgoing communication, on any advertised, operated or related telephone numbers of ABX, under or in connection with this Agreement, and/or the QAF, without any such prior notice provided to Full Member. Where a recording is made pursuant to this Clause 2.2.1, said recording shall be the sole property of ABX and evidence the truth of its contents. Full Member acknowledges that it shall not be entitled to access, copy, compel delivery or otherwise, any recording whatsoever unless otherwise required by law.

2.3 Agent Authorisation

- 2.3.1 Full Member acknowledges and agrees that where it elects an Authorised Trading Agent pursuant to an agency agreement, and ABX is subsequently put on notice of such agency; Full Member herein requests that ABX effect any order or instruction given by said Authorised Trading Agent on its Bullion Account.

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- 2.3.2 Whilst ABX shall only effect an Authorised Trading Agent's order or instruction upon Full Member's Bullion Account; Full Member acknowledges and agrees that ABX shall have no responsibility or obligation to verify Full Member's Authorised Trading Agent(s) respective authorisations and empowerments under such an agency agreement. For the avoidance of doubt, Full Member shall be wholly responsible for ensuring and enforcing its Authorised Trading Agent's compliance with the terms of its agency agreement.
- 2.3.3 ABX shall continue to adhere to the above Clause 2.3.1 until such time as ABX is given notice pursuant to Clause 10 of a revocation of an agency agreement.
- 2.3.4 Notwithstanding the aforementioned, Full Member shall be wholly and individually responsible for any order effected by its Authorised Trading Agent at any time whatsoever and herein agrees and undertakes to hold harmless and indemnify ABX from any loss or damage incurred by Full Member, whether directly or indirectly, resultant of the election of an Authorised Trading Agent or otherwise.
- 2.4 Communications
- 2.4.1 Full Member acknowledges and agrees that ABX may, from time to time, send marketing, promotional and/or research communications to Full Member's provided physical address and/or email address.
- 2.4.2 ABX warrants that it shall take all reasonable steps to comply with best practice e-marketing and spam regulations. ABX further warrants that unless stated otherwise in Clause 2.4.3, ABX shall not disseminate or sell Full Member's personal information within any mailing list or anything analogous thereto, to any unrelated organisations without the express permissions of Full Member.
- 2.4.3 For the avoidance of doubt, Full Member acknowledges and agrees that ABX may, from time to time, share Full Member's personal information with ABX's related organisations such as those within the same business group and/or its operational suppliers.
- 2.4.4 This Agreement shall be construed and interpreted in English. Where ABX provides this agreement translated in any other language to any other jurisdiction, each Party acknowledges and agrees that the translation shall only be construed as indicative of the English version and where there exists any inconsistency between the translated version and the English version, the English version shall prevail.
- 2.5 Licensing
- 2.5.1 ABX hereby grants to the Full Member a revocable, individual, non-exclusive and non-transferable licence to:
- a. utilize MetalDesk with respect to Full Member's precious metal offering as a portfolio management tool;
 - b. utilize ABX's template documentation; and/or
 - c. utilize ABX's professional advertising and marketing campaign documentation.
- 2.5.2 The licence granted in accordance with Clause 2.5.1 is individual to the Full Member and shall not be sub-licensed or assigned in whole or in part without the prior consent of ABX.
- 2.5.3 Full Member as licensee shall:
- a. obtain at its own expense all licences, permits, and consents necessary for the use and/or implementation of MetalDesk and its portfolio management systems;

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- b. comply with all regulations and practices as applicable to safeguard ABX's rights and interests in MetalDesk and any associated documentation;
 - c. use all appropriate skill and care in formulating and carrying out its implementation of the above including but not limited to, the establishment of risk mitigation processes and its on-going monitoring; and
 - d. herein hold harmless and indemnify ABX from any loss or damage including but not limited to regulatory penalties howsoever incurred, whether directly or indirectly, resultant of Full Member's election or utilisation of MetalDesk and/or any associated documentation or otherwise.
- 2.5.4 Full Member acknowledges and agrees that all copyright and all other intellectual property rights subsisting in anything to which ABX grants a licence pursuant to this Clause 2.5 vests wholly and exclusively in ABX. Full Member hereby assigns to ABX absolutely the entire copyright and all other intellectual property rights subsisting in any new intellectual property rights created whether in collaboration or otherwise with Full Member, and all other rights of whatever nature whether now known or created in the future, to which Full Member may be entitled by virtue of the prevailing law in force resultant of the existence of this Agreement.
- 2.5.5 Full Member acknowledges that, to the maximum extent permitted by law, ABX shall not be liable under any circumstances whatsoever, under any legal theory whatsoever, for any damages whatsoever for any direct, indirect, incidental, consequential or other loss or damage suffered by Full Member howsoever, through the use and/or implementation of MetalDesk and/or the adaptation, implementation or otherwise of MetalDesk and any associated documentation. Loss or damage shall herein include but not be limited to damage to Full Member's good-will and/or other intangible losses, revenue or profits, legal claims, actions or judgements, delay or any loss or damage connected with the aforementioned.
- 2.6 Assignment
- 2.6.1 ABX may assign its rights or delegate its obligations under this Agreement to a third party through written notice to Full Member. Full Member is not permitted to assign any of its rights or duties under this Agreement to any third party without written authorisation from ABX permitting such assignment.

3 Bullion Account

3.1 Opening Bullion Account

- 3.1.1 With effect from the date of approval of Full Member's Account Application and execution by Full Member of this Agreement, wherein said approval shall be at the sole discretion of ABX, ABX herein agrees to maintain a Bullion Account in the name of Full Member comprised of Bullion that Full Member chooses to hold within the ABX Vault Network on an Allocated and Unsegregated basis.
- 3.1.2 ABX shall act as bailee of Full Member's Holdings unless otherwise expressly agreed between ABX and Full Member.
- 3.1.3 For the avoidance of doubt, ABX may utilise sub-bailees at its discretion for the satisfaction of the representations and undertakings contained herein.

3.2 Holdings

3.2.1 Ounce shall mean:

- a. in the case of gold, fine troy ounces;
- b. in the case of silver, troy ounces;
- c. in the case of platinum, troy ounces;
- d. in the case of palladium, troy ounces; and
- e. in the case of any other material, the unit as mutually agreed by the Parties.

3.3 Full Member Statements

3.3.1 ABX will provide daily statements for Full Member's Bullion Account representing the Available Balance and Holdings as of statement issue date. Each daily statement will provide the total Ounce weight held as the case may be, for each respective type of Bullion and its Prescribed Form in addition to an account activity statement detailing its Cash Balance, Credit Line, Unsettled Funds and Reserved Funds, all orders, deposits and withdrawals executed on the statement issue date.

3.3.2 Where the Full Member is required to reconcile the Trust Account, each daily statement will show the net amount of consideration required to be deposited into the Trust Account, or held in Full Member's name in the Trust Account, as the case may be.

3.3.3 ABX will provide Full Member with a Trade Confirmation at time of trade execution by way of email facilitated through MetalDesk.

3.3.4 ABX will provide Full Member with a movement summary of any deposit to and/or withdrawal from Full Member's Bullion Account within thirty (30) days of any such transaction.

3.4 Errors and Omissions

3.4.1 If any material error or omission is discovered by Full Member on any tax invoice or statement, Full Member herein agrees to notify ABX within two (2) Business Days of Full Member receiving the tax invoice or statement so that ABX may investigate the alleged error or omission. With respect to the foregoing, where such notification is not made by Full Member to ABX within two (2) Business Days of the discovery of such a material error or omission, ABX may at its sole discretion, refuse to make such an investigation and shall be excused, relieved and discharged from any liability resulting from loss or damage sustained by Full Member.

3.4.2 Notwithstanding the aforementioned Clause 3.4.1, ABX herein reserves the right to reverse or amend any erroneous entries in Full Member's Bullion Account and to take any other associated action that would be required to place the Parties in the position that they would have been if such erroneous entry had not been made.

4 Ownership

4.1 Property of Full Member

4.1.1 Legal and beneficial title to the Bullion credited to Full Member's Bullion Account shall remain with Full Member at all times. Any such custodial arrangement as provided within this Agreement shall not deprive Full Member of the aforementioned legal and beneficial title whereby ABX shall hold the Bullion on behalf of Full Member, unless otherwise provided in this Agreement.

4.1.2 For the avoidance of doubt, ABX shall identify in ABX's financial documentation that all Bullion held in Full Member's Bullion Account is the legal property of Full Member, subject only to Clause 12.

4.2 Portfolio Management

4.2.1 Full Member acknowledges that where it utilises MetalDesk's portfolio management functionality, the transfer of legal and beneficial title of any Bullion held on Full Member's Bullion Account in accordance with Clause 4.1.1 to any other person shall be at the sole responsibility of Full Member. ABX is not, and shall not be party to, or assist in the facilitation of any such title transfer regardless of its relationship or association with Full Member or MetalDesk.

5 MetalDesk

5.1 Access

5.1.1 This Clause 5.1 shall be read subject to any additional platform terms of use as provided upon initial access to MetalDesk.

5.1.2 Full Member shall be permitted to trade on MetalDesk during a Primary Session or a Secondary Session of any Business Day.

5.1.3 Where Full Member utilises MetalDesk pursuant to this Agreement, Full Member may be charged a Platform Fee in accordance with Clause 19.1.

5.1.4 ABX grants Full Member, a non-exclusive, non-transferable, non-redeemable, revocable licence for access to MetalDesk (including the utilisation of any hardware, software, systems and/or communications links furnished by ABX at any time as part of MetalDesk) to allow Full Member to post bids and offers on MetalDesk.

5.1.5 Notwithstanding Clause 5.1.4, ABX shall endeavour to provide Full Member with access to MetalDesk at all times, unless MetalDesk is undergoing maintenance or there exists a technical fault.

5.1.6 Notwithstanding Clause 5.1.4 and with respect to Clause 5.1.5, Full Member acknowledges that, to the maximum extent permitted by law, ABX shall not be liable under any circumstances whatsoever, under any legal theory whatsoever, for any damages whatsoever for any direct, indirect, incidental, consequential or other loss or damage suffered by you howsoever, through the access or use of the website and/or ABX's failure to provide Full Member with access or use of the website. Loss or damage shall herein include but not be limited to damage to Full Member's computer, computer system, loss of data, good-will and/or other intangible losses, revenue or profits, delay or any loss or damage connected with the aforementioned.

5.1.7 In no event whatsoever shall the aggregate liability of ABX exceed the greater of one hundred Australian Dollars (AUD \$100) or the amount paid by Full Member to ABX, if any, in the past twelve months for access and/or use of the website.

5.2 User ID and Obligations for Passwords

5.2.1 Full Member shall be responsible for all activity resulting from the use of its User ID and ABX Password and shall take such steps as are necessary to prohibit any person from using same.

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- 5.2.2 No Full Member may enter, or permit entry of, an order, onto MetalDesk under a User ID other than through the person to whom that User ID has been issued, unless expressly excepted in this Agreement.
- 5.2.3 No person to whom a User ID has been issued may disclose or knowingly permit the use of the User ID by another person.
- 5.2.4 Full Member shall notify ABX immediately upon becoming aware of:
- a. any unauthorised disclosure or use of any User ID or ABX Password;
 - b. any unauthorised access to MetalDesk; or
 - c. the need to deactivate any User ID or ABX Password.
- 5.2.5 ABX may monitor access to and utilisation of MetalDesk by any person. This will be done solely for ABX's own purposes and such monitoring and collection of information shall not, as a matter of practice, be disclosed to other persons, including said Full Member.
- 5.3 Full Member Funds Management
- 5.3.1 Margin Requirement
- 5.3.1.1 ABX may, at its ultimate discretion, require Full Member to post Margin to the Trust Account prior to ABX extending Full Member a Credit Line.
- 5.3.1.2 Margin received by ABX shall be held in the Trust Account for the benefit of Full Member in accordance with Clause 5.3.5. ABX shall only be permitted to deal with Full Member's Margin in accordance with instructions given pursuant to this Agreement, or in the event of a default by Full Member where said Margin may be used by ABX as security for any Unsettled Funds.
- 5.3.1.3 The percentage Margin required pursuant to Clause 5.3.1.1 shall be at the sole discretion of ABX and may be amended by ABX from time to time provided ABX provides Full Member with notice of said amendment which is not less than (1) Business Day.
- 5.3.2 Extending Credit Line
- 5.3.2.1 ABX shall extend to Full Member a Credit Line relative to the Margin received as cleared funds in the Trust Account.
- 5.3.2.2 The Credit Line extended by ABX to Full Member shall be calculated by reference to the cleared funds received as Margin in the Trust Account.
- 5.3.3 Depositing Funds
- 5.3.3.1 Full Member shall be required to transfer funds by way of a credit deposit to the Trust Account.
- 5.3.3.2 Pursuant to Clause 5.3.3.1, sufficient funds must be received and subsequently cleared in the ABX Trust Account prior to ABX crediting Full Member's Margin and/or Cash Balance.
- 5.3.4 Withdrawing Funds
- 5.3.4.1 ABX shall only remit cleared funds held in the Trust Account where Full Member submits a withdrawal request pursuant to Clause 5.3.4.2.

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- 5.3.4.2 Any request for a withdrawal of funds from the Trust Account shall be effected by way of request through MetalDesk or other recognised form of instruction. Where ABX has received such a request pursuant to this Clause 5.3.4.2, ABX shall take reasonable steps to facilitate such a withdrawal as soon as is reasonably practicable.
- 5.3.5 Trust Account Funds
- 5.3.5.1 ABX shall not use Full Member's Available Balance for the purpose of meeting financial obligations incurred by ABX, nor shall ABX permit Full Member's Available Balance to be used to meet the trading obligations of other Full Members. Notwithstanding the above, this Clause shall be read subject to any security provision provided elsewhere in this Agreement.
- 5.3.5.2 ABX undertakes to pay interest on any Cash Balance (less any mutually agreed fee ABX may take from such interest) to Full Member. Full Member acknowledges and accepts that any interest will accrue to ABX wherein ABX shall pay out such interest monthly in arrears. Any such interest payable to Full Member shall be calculated daily in accordance with the prevailing authorised depositing taking institution's interest rate and said Full Member's Cash Balance. Full Member further acknowledges that interest rates may change frequently and that the authorised depositing taking institution's interest rate may be zero, or a negative percentage.
- 5.3.5.3 Full Member shall each be responsible for any transaction, conversion or other cost charged by its respective authorised deposit-taking institution when making any deposit or withdrawal to or from the Trust Account. Notwithstanding this Clause 5.3.5.3, Full Member herein undertakes to reimburse ABX for any dishonour or reversal charges that are levied from ABX's account resultant of a transaction effected by, or at the direction of Full Member.
- 5.4 Trade Execution
- 5.4.1 Full Member herein acknowledges and accepts that for each trade executed through MetalDesk, ABX shall be the counterparty by virtue of contract novation.
- 5.4.2 Where Full Member places an order through MetalDesk and Full Member's order is subsequently executed, in whole or in part; Full Member shall be charged an Execution Fee in accordance with Clause 19.1.
- 5.4.3 With respect to Clause 5.4.2, the Execution Fees shall be charged daily in arrears at the Primary Close at the rate prescribed in the Fee Schedule.
- 5.4.4 ABX shall require all Execution Fees to be wholly reconciled at the Primary Close of each day whereby Full Member undertakes that it shall make the equivalent credit deposit to the Trust Account. Full Member acknowledges and agrees that where it fails to strictly comply with this Clause 5.4.4, it shall be subject to the suspension of trade and contractual damages as detailed within Clause 5.10.
- 5.5 Fund Priority and Management
- 5.5.1 Full Member herein acknowledges and accepts that where Full Member successfully executes a purchase through MetalDesk, Full Member hereby requests ABX to debit, at time of trade, the Travel Value from its Available Balance.
- 5.5.2 Full Member herein acknowledges and accepts that where Full Member successfully executes a sale through MetalDesk, Full Member hereby requests ABX to credit its Cash Balance, at time of trade, the Trade Value due to ABX.

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- 5.5.3 ABX shall debit Full Member's Available Balance by first debiting any credit Cash Balance, followed by the Credit Line. In the event that Full Member's intraday Trade Value debits its Credit Line, said debit shall be reflected as Unsettled Funds within its Bullion Account. Where Full Member subsequently credits its Cash Balance by way of deposit or a sale through MetalDesk, said credit shall be first applied to any Unsettled Funds with the remainder to be applied to its Cash Balance.
- 5.5.4 ABX shall require Unsettled Funds to be wholly reconciled at the Primary Close of each day whereby Full Member undertakes that it shall make the equivalent credit deposit to the Trust Account. Full Member acknowledges and agrees that where it fails to strictly comply with this Clause 5.5.4, it shall be subject to the suspension of trade and contractual damages as detailed within Clause 5.10.
- 5.5.5 Full Member herein acknowledges and agrees that there exists no cooling-off or set off functionality within MetalDesk and that all executed transactions and resulting contractual obligations are final. Any unexecuted order, or part thereof, may be withdrawn at any time prior to execution.
- 5.5.6 Full Member herein acknowledges and accepts that where Full Member requests a withdrawal of deposited funds from its Cash Balance, ABX shall only remit said funds in the name of the organisation that made the original deposit.
- 5.5.7 Where an order is submitted for a quantity of greater than one (1) of a specific Product, the order may be executed in part. If part of an order is not executed, it will remain open until such time as it is executed or Full Member cancels it in MetalDesk.
- 5.5.8 Full Member acknowledges that normal pricing relationships may not exist in periods such as that of high volatility or low liquidity.
- 5.6 Order Priority
- 5.6.1 ABX warrants that all orders as entered into MetalDesk shall be executed in strict price/time priority.
- 5.7 Deposited Bullion
- 5.7.1 Deposited Bullion means Bullion that is held in the Secure Storage Area of the associated ABX Vault.
- 5.7.2 Full Member shall be permitted to trade upon Deposited Bullion as soon as it is reflected in Full Member's Holdings.
- 5.8 To Be Deposited Bullion
- 5.8.1 To Be Deposited Bullion Product's means Bullion that is not currently held in the Secure Storage Area of the associated ABX Vault. Such Bullion must be deposited by the respective Liquidity Provider by the Delivery Date unless otherwise excepted pursuant to this Agreement.
- 5.8.2 For the avoidance of doubt, Full Member shall be permitted to trade upon To Be Deposited Bullion Product Holdings as soon as it is reflected in Full Member's Holdings.
- 5.9 Unforeseen Delivery Delays

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- 5.9.1 Notwithstanding Clause 5.8.1, Full Member herein acknowledges and accepts that where it trades upon a To Be Deposited Bullion Product, it may be the case that unforeseen and/or exceptional delays, including but not limited to delivery delays and/or refinement delays, may interfere with Liquidity Provider's ability to strictly comply with the requirements of the Trade Cycle and the Delivery Date. Resultantly, Full Member herein irrevocably and absolutely releases ABX and the respective Liquidity Provider from any and all liabilities whatsoever arising out of said unforeseen and/or exceptional delays.
- 5.9.2 Where a To Be Deposited Bullion Product is not deposited by the Delivery Date, resultant of an event as detailed within Clause 5.9.1 or as a result of a Liquidity Provider's default, for a consecutive ninety (90) day period, the Full Member may request to cash settle any outstanding contractual obligations offended by such an unforeseen and/or exceptional delay by providing notice to ABX in accordance with Clause 10.
- 5.9.3 Where any delivery is interrupted by an event in accordance with Clause 5.9.2, the Parties herein agree that corresponding contractual obligations, as detailed for each transaction, shall be read in accordance with the relevant provisions as detailed upon the respective Trade Confirmation as issued by ABX and each Party herein agrees and undertakes to absolutely and irrevocably release the other Party from any liabilities arising out of non-performance of its respective obligations as contained in this Agreement.
- 5.10 Suspension Of Trade For Failure To Comply
- 5.10.1 Where a Full Member fails to strictly comply with the reconciliation requirements of the Trust Account as specified within Clause 5.4.4 or 5.5.4 and ABX reasonably forms the opinion that an authorised deposit-taking institution is not responsible for said failure and the default is that of the Full Member; the Parties herein acknowledge and agree that ABX shall be required to immediately suspend Full Member's ability to trade upon its Bullion Account and remove all orders until such time as Full Member reconciles the Trust Account.
- 5.10.2 With respect to Clause 5.10.1, ABX reserves the right to claim liquidated damages against Full Member equal to twenty five basis points (0.25%) of the Unsettled Funds owing to the Trust Account each day in order to place ABX in the position that it would have been but for the additional interest, operational and compliance costs incurred resultant of Full Member's failure to comply with the reconciliation timeframe. For the avoidance of doubt, this Clause 5.10.2 shall not limit or release ABX's recourse against Full Member for any other contractual, equitable or other claim arising resultant of Full Member's breach of this Agreement.
- 5.10.3 In the event that Full Member repeatedly breaches its reconciliation obligations pursuant to Clause 5.4.4 or 5.5.4, ABX may, at its ultimate discretion, cancel Full Member's ability to trade upon its Bullion Account. Where ABX exercises its discretion pursuant to this Clause 5.10.3, ABX warrants that it shall release Full Member's Cash Balance and Holdings within a reasonable time provided there does not exist any outstanding fees and charges owing to ABX or any other person pursuant to this Agreement. For the avoidance of doubt, nothing within this Clause 5.10.3 may be construed as releasing Full Member from its previously accrued deposit and/or delivery obligations with respect to any Unsettled Funds owing to the Trust Account.

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- 5.10.4 Full Member herein acknowledges and agrees that where ABX suspends or cancels Full Member's ability to trade upon its Bullion Account, to the maximum extent permitted by law, ABX shall not be liable under any circumstance whatsoever under any legal theory whatsoever, for loss or damage to Full Member or any other persons related or engaged with Full Member resultant of said suspension or cancellation, including but not limited to loss of profits or other proprietary trading losses in the event that ABX removes an order from MetalDesk or does any other analogous actions upon MetalDesk.
- 5.11 Proprietary Trade Disclosure
- 5.11.1 Full Member acknowledges and subsequently agrees that ABX, Full Members and/or Liquidity Providers may engage in proprietary trading activities from time to time.
- 5.11.2 Notwithstanding Clause 5.11.1, ABX warrants that it shall take all reasonable steps to ensure that any proprietary trading activity will not be based on any non-public price sensitive information and/or will not adversely affect the interests of Full Members.
- 5.11.3 ABX undertakes to obtain similar undertakings from each Full Member and Liquidity Provider to ensure that Full Member has transparent and equal access to information on MetalDesk.

6 Bullion Deposits

6.1 General

- 6.1.1 ABX may permit Full Member to deposit into the ABX Vault Network. Each such deposit shall be on a case by case basis wherein Full Member will be required to comply with the terms and undertakings of this Clause 6. Full Member herein acknowledges and agrees that ABX may temporarily or permanently disallow deposits for any reason or no reason.

6.2 Permitted Bullion Deposits

- 6.2.1 Full Member shall only permit Bullion to be deposited into an ABX Vault when said Bullion is of a Prescribed Form and satisfies the requirements as prescribed by the QAF.
- 6.2.2 With respect to Clause 6.2.1, ABX may refuse to accept any such deposit or part thereof where ABX has a reasonable belief that Full Member's Bullion does not satisfy the requirements of the QAF.

6.3 Procedure

- 6.3.1 Full Member may, at its absolute discretion, notify ABX of its intention to deposit Bullion into its Bullion Account.
- 6.3.2 With respect to Clause 6.3.1, all Full Member deposits shall be made on a Delivery Date where the following is satisfied:
- a. sufficient notice is provided by Full Member to ABX pursuant to Clause 6.4;
 - b. delivery of the Bullion, which is to be deposited in the Bullion Account of Full Member, is in a Prescribed Form and made to an ABX Vault at Full Member's expense and risk; and
 - c. ABX reasonably believes that the facilitation of storage of Bullion for Full Member is legal insofar as the movement of the Bullion would not breach any applicable law, regulation, court order or otherwise.

6.3.3 ABX may, at its ultimate discretion, prescribe reasonable minimum deposit quantities or volumes, measured in the aggregate, for Full Member at each ABX Vault.

6.4 Notice

6.4.1 Where Full Member wishes to deposit Bullion into its Bullion Account, sufficient notice must be provided to ABX pursuant to Clause 6.3.2 where said notice:

- a. is given within the time frame prescribed in the QAF. Where said notice does not provide the requisite amount of time, the delivery shall be processed on the following Delivery Date where possible, unless otherwise agreed by the Parties; and
- b. provides any and all information requested by ABX. This includes, but is not limited to, details of all Bullion to be deposited, and details of delivery, as prescribed in the QAF.

6.5 Crediting Bullion Account

6.5.1 Where a deposit is made pursuant to this Clause 6, said deposit may take up to forty-eight (48) hours to be credited to Full Member's Holdings and visible within MetalDesk. Until such time as the Bullion is credited to Full Member's Holdings, Full Member shall not be permitted to trade on Bullion, the subject of such a deposit. For the avoidance of doubt, this Clause 6.5.1 shall not interfere with Full Member's ability to trade on Bullion that was not related to or contingent upon such a deposit. Full Member's Holdings within MetalDesk shall be credited according to the Product type and/or weight of Bullion being deposited.

6.6 Fees

6.6.1 ABX may charge a Deposit Fee for any Bullion deposited to each ABX Vault.

6.6.2 Full Member herein acknowledges and accepts that where Full Member effects a deposit of its Bullion to an ABX Vault, Full Member hereby requests ABX to debit from its Available Balance the Deposit Fee.

7 Bullion Withdrawals

7.1 General

7.1.1 At all times, ABX shall permit Full Member to make a withdrawal from the ABX Vault Network unless otherwise excepted pursuant to this Agreement.

7.2 Procedure

7.2.1 Full Member may, at its absolute discretion, notify ABX to request a withdrawal of Bullion from its Bullion Account.

7.2.2 With respect to Clause 7.2.1, Full Member's withdrawal request may only be made for a Delivery Date, whereby ABX shall debit Full Member's Holdings on MetalDesk and release the Bullion subject to the withdrawal request.

7.2.3 With respect to Clause 7.2.1, where Full Member wishes to personally withdraw Bullion from an ABX Vault, said withdrawal shall be made on a Delivery Date where the following is satisfied:

- a. sufficient notice is provided by Full Member to ABX pursuant to Clause 7.3.1;

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- b. withdrawal of the Bullion, which is to be debited from the Bullion Account of Full Member and removed from the ABX Vault is at Full Member's expense and risk; and
 - c. ABX reasonably believes that the facilitation of the collection of Bullion for Full Member is legal insofar as the movement of the Bullion would not breach any applicable law, regulation, known court order or otherwise.
- 7.2.4 With respect to Clause 7.2.1, where Full Member requests ABX to facilitate delivery of Bullion from an ABX Vault, said withdrawal shall be made on a Delivery Date where the following is satisfied:
- a. sufficient notice is provided by Full Member to ABX pursuant to Clause b;
 - b. withdrawal of the Bullion, which is to be debited from the Bullion Account of Full Member and removed from the ABX Vault, is dispatched to an Approved Location. Full Member herein accepts that upon release and subsequent delivery of the Bullion to an Approved Location, Full Member shall bear any and all future expense and risk associated with said Bullion; and
 - c. ABX reasonably believes that the facilitation of the delivery of Bullion for Full Member is legal insofar as the movement of the Bullion would not breach any applicable law, regulation, known court order or otherwise.
- 7.2.5 ABX may, at its ultimate discretion, prescribe reasonable minimum withdrawal quantities or volumes, measured in the aggregate, for Full Member at each ABX Vault.
- 7.3 Notice
- 7.3.1 Where Full Member wishes to withdraw Bullion from its Bullion Account pursuant to Clause 7.2.3, sufficient notice must be provided to ABX where said notice:
- a. is given within the time frame prescribed in the QAF. Where said notice does not provide the requisite amount of time, the withdrawal shall be processed on the following Delivery Date unless otherwise agreed by the Parties; and
 - b. provides any and all information requested by ABX. This includes, but is not limited to, details of all Bullion to be withdrawn, and details of withdrawal, as prescribed in the QAF.
- 7.3.2 Where Full Member wishes to withdraw Bullion from its Bullion Account pursuant to Clause 7.2.4, sufficient notice must be provided to ABX where said notice:
- a. is given within the time frame prescribed in the QAF. Where said notice does not provide the requisite amount of time, the withdrawal shall be processed on the following Delivery Date where possible, unless otherwise agreed by the Parties; and
 - b. provides any and all information requested by ABX. This includes, but is not limited to, details of all Bullion to be withdrawn, and details of withdrawal and delivery, as prescribed in the QAF.
- 7.4 Fees
- 7.4.1 ABX may charge a Withdrawal Fee for any Bullion withdrawn from each ABX Vault.
- 7.4.2 Full Member herein acknowledges and accepts that where Full Member effects withdrawal of its Bullion from an ABX Vault, Full Member hereby requests ABX to debit from its Available Balance the Withdrawal Fee.

7.5 Debiting Bullion Account

- 7.5.1 Where Full Member requests to withdraw Bullion pursuant to this Clause 7, Full Member's Holdings shall be debited according to the Product and quantity being withdrawn. Full Member shall be restricted from trading on this Bullion from time of requesting withdrawal.
- 7.5.2 Full Member accepts that when it withdraws Bullion pursuant to this Clause 7 that ABX provides no assurances or guarantees whatsoever that the withdrawn precious metal is identical to any Bullion that may have been originally deposited by Full Member.
- 7.5.3 Notwithstanding the above Clause 7.5.2, ABX shall ensure that where Full Member withdraws Bullion pursuant to this Clause 7, the Bullion that is delivered to Full Member shall be one of the following:
- a. in the case of fixed weight contracts, of the same Prescribed Form; or
 - b. in the case of various weight pooled contracts, of an identical Ounce weight.

8 Full Member Instructions

8.1 Authorised Instructions

- 8.1.1 Full Member hereby represents and warrants that where ABX is provided instructions by Full Member or Full Member's Authorised Trading Agent on its Bullion Account, ABX may rely upon and action those instructions where Full Member shall have no recourse against ABX.
- 8.1.2 ABX hereby represents and warrants that it shall only deal with Full Member's Bullion Account where ABX has, or appears to have received instructions from Full Member or Full Member's Authorised Trading Agent permitting such dealings. Such authorised instructions may be received by any accepted mediums of communication including but not limited to telephone, email, postal mail or any other form of direct communication where mutually agreed by the Parties.
- 8.1.3 Where authorised instructions have been received by ABX pursuant to Clause 8.1.2, said authorised instructions shall remain in force until such time as ABX is notified otherwise by the accepted mediums of communication as mutually agreed by the Parties.

8.2 Unclear Instructions

- 8.2.1 Where authorised instructions have been received by ABX pursuant to Clause 8.1.2, ABX undertakes to take reasonable steps to obtain clarification around any instruction which is not sufficiently clear. Notwithstanding the aforementioned, ABX may at its discretion act upon any instruction which it believes is a reasonably clear direction from Full Member or Full Member's Authorised Trading Agent or in the alternate, ABX may at its discretion refuse to act upon any authorised instruction which it believes to be unclear and/or ambiguous until such time as Full Member or Full Member's Authorised Trading Agent clarifies any uncertainty in said authorised instruction.

9 Storage of Precious Metal

9.1 Location

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- 9.1.1 All Bullion comprising Full Member's Holdings shall be held within a given ABX Vault unless in transit to another ABX Vault, to Full Member, or in transit to some other Approved Location as instructed by Full Member.
- 9.1.2 ABX herein undertakes to take all necessary steps to ensure that all ABX Vaults and Vault Operators are reputable and provide Full Member all reasonable assurances as to its Bullion's safekeeping.
- 9.2 Insurance
- 9.2.1 ABX herein undertakes that, at all times, it shall maintain, or shall have its Vault Operators maintain comprehensive insurance policies to cover the value of Full Member's Bullion from loss, theft or damage caused whilst Full Member's Bullion is in the custody, care and control of ABX, its Vault Operators and/or its affiliates, agents and/or subcontractors.
- 9.2.2 For the avoidance of doubt, ABX, its Vault Operators and/or its affiliates, agents and/or subcontractors shall be deemed to have taken custody, care and control of Full Member's Bullion where said Bullion is physically within ABX's, its Vault Operators' and/or its affiliates', agents' and/or subcontractors' possession, evidenced by a signed receipt of same. ABX, its Vault Operators and/or its affiliates, agents and/or subcontractors shall be deemed to have relinquished custody, care and control of Full Member's Bullion where said Bullion is physically within Full Member's, its Authorised Trading Agents' or some other duly authorised person's possession, evidenced by a signed receipt of same.
- 9.2.3 In the event of loss, theft or damage to Full Member's Bullion prior to deposit in the Secure Storage Area of an ABX Vault but still within the custody, care and control of ABX, its Vault Operators and/or its affiliates, agents and/or subcontractors, the value of said lost, stolen or damaged Bullion shall be determined on a said-to-contain basis by:
- a. reference to Full Member's assay results in respect of Bullion which has been lost, stolen or damaged, or, Full Member's stated Prescribed Form of Bullion which has been lost, stolen or damaged, whichever is lower; and
 - b. the price as specified as the first Business Day post meridiem (PM) fix following the day of any loss, theft or damage to the Bullion according to the London Bullion Market Association or the London Platinum and Palladium Market as appropriate, plus reasonable costs associated with the replacement of said lost, stolen or damaged Bullion including, but not limited to, a reasonable premium for such recast where appropriate;
- multiplied by the number of Ounces held by Full Member.
- 9.2.4 In the event of loss, theft or damage to Full Member's Holdings wherein the Bullion has been admitted to the Secure Storage Area of an ABX Vault and/or during release or delivery of such Bullion to Full Member by ABX, its Vault Operators and/or its affiliates, agents and/or subcontractors, the value of said lost, stolen or damaged Bullion shall be determined by:
- a. reference to the Prescribed Form of Full Member's Holdings as reflected in MetalDesk; and
 - b. the price as specified as the first Business Day post meridiem (PM) fix following the day of any loss, theft or damage to the Bullion according to the London Bullion Market Association or the London Platinum and Palladium Market as appropriate, plus reasonable costs associated with the replacement of said lost, stolen or damaged Bullion including, but not limited to, a reasonable premium for such recast where appropriate;

multiplied by the number of Ounces held by Full Member.

9.2.5 Full Member herein acknowledges and agrees that ABX shall have no liability howsoever to the Full Member or any of its employees, affiliates, agents or subcontractors under or arising in respect of this Agreement for any indirect loss, incidental loss, consequential loss or otherwise including but not limited to loss of profits, revenue, business opportunity or reputation, whether or not ABX had knowledge that such loss or damage might be incurred, and whether or not such loss or damage was reasonably foreseeable.

9.3 Storage Fees

9.3.1 ABX shall charge a Monthly Storage Fee on Full Member's Bullion Account in accordance with Clause 19.1.

10 Notices

10.1 Form

10.1.1 All notices, consents and other documents authorised or required to be given by or pursuant to this Agreement must be given in writing and either personally served, sent by facsimile transmission or pre-paid registered letter unless otherwise mutually agreed by the Parties.

10.2 Receipt of Notice

10.2.1 A notice, request, consent or other authorised documentation will be deemed received only when actually received or delivered pursuant to Clause 10.1.1.

10.3 Address for Notice

10.3.1 ABX's address for notice shall be as follows:

Allocated Bullion Exchange
GPO Box 569
Brisbane, Queensland
Australia 4001

Telephone: +61 (0)7 3211 5007
Fax: + 61 (0)7 3236 1106

10.3.2 Full Member's address for notice shall be the address as detailed in Full Member's Account Application, as updated from time to time.

10.3.3 With respect to Clause 10.3.2, Full Member shall be solely responsible for informing ABX of any address change for such service of notices. Where Full Member does not inform ABX of a change in its address for notice, and ABX subsequently serves a notice upon Full Member's previous address where ABX has complied with all requirements specified within this Agreement; said service shall constitute valid receipt of notice pursuant to Clause 10.2.

11 Confidentiality

11.1 Disclosure of Confidential Information

11.1.1 Each Party undertakes to apply to all Confidential Information disclosed in accordance with the provisions of this Agreement the same degree of care with which it treats and protects its own proprietary information against public disclosure and not to disclose any Confidential Information to any other party without the written consent of the other Party.

11.2 Required Disclosure

11.2.1 With respect to Clause 11.1, each Party acknowledges that disclosure of Confidential Information may be required by an applicable law, regulation or court order and the other Party herein releases the receiving Party from any breach resultant of such compelled disclosure pursuant to the terms of this Agreement.

11.2.2 With respect to Clause 11.1, Full Member acknowledges that ABX may disclose information regarding its Bullion Account including but not limited to Available Balance and Holdings, account activity statement and the security interest held to the following persons:

- a. ABX's head office, parent corporation, subsidiaries and/or any other organisation with a common directorship;
- b. consultants and advisors contracted by ABX with respect to the management or operation of ABX;
- c. any rating agency, insurance provider or credit protection organisation; and
- d. any court, tribunal or regulatory body with jurisdiction over ABX and/or Full Member.

12 ABX Security Interest

12.1 Security Interest and Lien in Full Member's Bullion

12.1.1 Full Member herein acknowledges and agrees that ABX:

- a. has a security interest in Bullion held in Full Member's Holdings; and
- b. may exercise a lien on Full Member's Bullion;

where necessary to secure payment of any unpaid and overdue fees or charges due to ABX, determined by reference to the payment terms detailed upon the respective invoice or within this Agreement, including, but not limited to, storage and other service fees and expenses associated with the operation of Full Member's Bullion Account or for other amounts Full Member may owe ABX for any other reason.

12.2 Use of Encumbered Bullion

12.2.1 With respect to Clause 12.1.1, where Full Member does not pay ABX amounts due under the terms of this Agreement; ABX may sell or transfer individual items of Bullion comprising Full Member's Holdings in sufficient quantities to recover any said outstanding amounts due. ABX herein agrees to remit to Full Member any balance remaining from such sale after a deduction of any amount due and the costs associated with the sale transaction, including but not limited to legal fees where appropriate, by crediting its Cash Balance.

13 Limitation of Liability

13.1 Limitation of Liability

- 13.1.1 To the maximum extent permitted by law, ABX shall not be liable under any circumstance whatsoever under any legal theory whatsoever, for loss of or damage to Full Member's Bullion Account, regardless of whether such loss is direct, indirect, incidental, consequential or otherwise.
- 13.1.2 To the maximum extent permitted by law, ABX shall not be liable under any circumstance whatsoever under any legal theory whatsoever for damages, losses, consequential losses, expenses, penalties, fines, attorney fees or any claims alleged in connection with this Agreement or a relationship between ABX with a Full Member, Full Member's Authorised Trading Agent, Full Member's client or any other party.
- 13.1.3 To the maximum extent permitted by law, ABX shall not be liable under any circumstance whatsoever, under any legal theory whatsoever for loss of or damage to Full Member's Bullion Account, resulting from confiscation, seizure, appropriation, expropriation, requisition for title of use or wilful destruction of the Bullion, or portion thereof, by/or under the order of any Government (whether civil, military or de facto) and/or public authority.
- 13.1.4 In all cases, ABX's absolute liability shall not exceed a sum equal to a multiple of five (5) times the fees paid by Full Member to ABX over the previous twelve (12) months per claim and shall in no event cumulatively exceed AUD 10,000 per calendar year.

13.2 Force Majeure

- 13.2.1 ABX shall not be liable for any inability or failure to deliver upon any undertaking, representation, warranty or otherwise, given during the ordinary course of its business; including the obligation to fulfil any of its obligations under this Agreement, in a period during which it may be precluded from so doing due to the direct or indirect result of any matter or event beyond ABX's reasonable control including unusual trading conditions, technical failure, labour dispute, judicial action, acts of any government or government agency or subdivision, fire, flood or storm, riot, sabotage, civil disobedience, insurrection, or either declared or undeclared war.

14 Termination

14.1 Termination Rights

- 14.1.1 This Agreement may be terminated by either Party:

- a. on thirty (30) days' written notice to the other Party; or
- b. immediately by notice in writing to the other Party if:
- c. the other Party is in material breach of this Agreement and, to the extent that the breach is capable of remedy, that breach is not remedied by the other Party within ten (10) Business Days of it receiving notice from the first Party of the details of the breach and the first Party's intention to terminate; or
- d. Full Member fails to meet the minimum annual trading volumes as indicated in Clause 19.7.

14.2 Effect Of Termination

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- 14.2.1 If this Agreement is terminated by a Party under this Clause 14.2.1, Full Member herein agrees and subsequently requests that ABX shall:
- a. remit to Full Member its Cash Balance and Margin after all outstanding fees and charges due to ABX have been settled; and
 - b. facilitate the withdrawal of all Bullion from Full Member's Bullion Account as soon as is practicable.
- 14.2.2 If this Agreement is terminated by a Party under this Clause 14.1, Full Member shall:
- a. pay all outstanding fees and charges wherein Full Member herein agrees and subsequently requests ABX to debit its Cash Balance to satisfy the intention of this Clause 14.2.2 a, including storage fees up to day of withdrawal; and
 - b. take all necessary steps to remove all Bullion from its Bullion Account as soon as practicable in accordance with the withdrawals procedure as promulgated in Clause 7.
- 14.2.3 Where Full Member does not make arrangements for the withdrawal of all Bullion from its Bullion Account, ABX shall continue to hold the Bullion of said Bullion Account for a period of not less than thirty (30) days wherein Full Member shall remain liable to ABX for all Storage Fees resultant of such continuing storage. Where Full Member does not remove its Bullion within this time, ABX shall herein be entitled (but not required) to close Full Member's Bullion Account, sell all Bullion comprising said account and credit its Cash Balance any proceeds from the sale less any amounts due to ABX which have been incurred resultant of said sale in addition to any amount due pursuant to the terms of this Agreement.
- 14.2.4 Where Full Member has not contacted ABX for a continuous ninety (90) day period after termination of this Agreement pursuant to Clause 14.1, Full Member herein requests that ABX may remit its Cash Balance.
- 14.2.5 With respect to Clause 14.2.3, ABX shall not be required to release any Bullion unless all fees and charges due to ABX have been satisfied before the withdrawal date.

15 Dispute Resolution

15.1 Proceedings

- 15.1.1 Neither Party may commence arbitration or litigation against the other, relating to any dispute in respect of obligations or undertakings contained within this Agreement, except where that party seeks urgent interlocutory relief from a court, unless the Party has complied with this Clause 15.
- 15.1.2 Where a Party fails to comply with Clause 16.1.1, that Party accepts and subsequently releases the other Party from being bound by the dispute resolution procedure, as detailed in Clause 15.1.1.

15.2 Disputes Of Invoices

- 15.2.1 Where Full Member disputes the amount of any invoice, statement or otherwise as issued by ABX ('Disputed Amount'), Full Member herein acknowledges that they must notify ABX in writing before the date by which the Disputed Amount is payable, or where said payment has already been effected, as soon as is reasonably practicable where such time is not greater than two (2) Business Days.

15.2.2 Where Full Member fails to notify ABX pursuant to Clause 15.2.1, the Full Member herein acknowledges and agrees that notwithstanding the fact that the Disputed Amount remains disputed, that it shall be required to make payment in accordance with the ordinary payment terms. Upon finalising the dispute, where the Disputed Amount is found to have been in excess of what was owing to ABX, ABX herein warrants that it shall remit or set-off any amount owing to Full Member as soon as is reasonably practicable.

15.3 Procedure

15.3.1 In the event a Party instigates a dispute:

- a. that Party shall give written notice to the other Party nominating a representative to negotiate the dispute ('Dispute Notice');
- b. within five (5) Business Days of receiving the Dispute Notice, the other Party will reply in writing nominating its representative to negotiate the dispute ('Dispute Reply');
- c. the representatives of the Parties shall use its best endeavours to negotiate and settle the dispute wherein if any settlement can be achieved, it should be recorded in writing and signed by both representatives wherein said signed agreement shall be deemed to be binding upon the Parties;
- d. where the dispute has not been resolved within ten (10) Business Days of the receipt of the Dispute Reply, the Parties shall undertake to use its best endeavours to negotiate for a process to resolve the dispute wherein said process is not arbitration or litigation;
- e. where twenty (20) Business Days has elapsed since receipt of the Dispute Reply and the negotiations for an alternative dispute resolution process have been unsuccessful, the Parties may engage in arbitration followed by litigation.

15.4 Costs

15.4.1 Any and all costs incurred by a Party in bringing a dispute shall be borne by said Party, unless otherwise agreed during negotiations or ordered during arbitration or litigation.

16 Anti-Money Laundering and Counter-Terrorism Financing Framework and Australian Privacy Principles

16.1 General

16.1.1 ABX takes its obligations under the AML Act seriously and endeavours to align its operations with the purposes and provisions as promulgated by the AML Act, its applicable rules, Regulations and the APP as promulgated by the Privacy Act 1988 (Cth).

16.1.2 ABX shall operate thorough identification and verification programs to monitor and report to the appropriate regulatory bodies the activities of ABX.

16.1.3 ABX undertakes to be proactive in the fulfilment of its obligations under the AML Act and Privacy Act 1988 (Cth) and as such will conduct on-going, annual audit checks upon collected and held identification and verification information to ensure compliance with regard to the AML Act and APP's.

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- 16.1.4 ABX undertakes to protect any information collected and held by ABX in a secure fashion to ensure compliance with the AML Act and APP.
- 16.1.5 ABX reserves the right, and Full Member hereby grants ABX an absolute and irrevocable right to release any information collected by ABX in order to discharge its obligations under the AML Act to the relevant government authorities, regulatory bodies and/or other necessarily empowered organisations without notice provided the release of information is required to satisfy ABX's purposes or required under the AML Act.
- 16.1.6 ABX reserves the right to request from Full Member any additional information that is required to allow ABX to discharge its obligations and its clients' obligations under the AML Act. Where ABX has requested documentation from Full Member, and that person refuses to comply with the request whether, expressly, impliedly or by conduct; at such time of refusal, ABX may revoke, suspend or terminate Full Member's Bullion Account and any access to MetalDesk.
- 16.1.7 Where ABX has retained, collected and/or recorded information pursuant to this Agreement, ABX reserves the right to charge an administrative fee for viewing any and all retained, collected or recorded information upon Full Member.
- 16.1.8 With respect to Clause 16.1.7, only the Full Member shall be permitted to access any information retained, collected and/or recorded by ABX during its operations unless otherwise required by an applicable law.
- 16.1.9 Full Member acknowledges and agrees that ABX may utilise electronic verification methods to verify the identity of Full Member in order to discharge its obligations under the AML Act. Where the Full Member does not wish ABX to utilise electronic verification methods to verify its identity; Full Member shall contact ABX in writing at its address for notice detailed in Clause 10.3 requesting an alternative means of verification.
- 16.1.10 Without limiting the aforementioned electronic verification methods as detailed in Clause 16.1.9, ABX may request a credit reporting agency, or any analogous organisation, to provide an assessment of whether the personal information provided for within Full Member's Account Application matches (in whole or part) personal information contained in a credit information file in the possession or control of the credit reporting agency. Alternatively, Full Member acknowledges that ABX may request a credit reporting agency, or any analogous organisation, to prepare and provide such an assessment.
- 16.1.11 With respect to Clause 16.1.10, Full Member acknowledges that the credit reporting agency, or an analogous organisation, may use the personal information provided by Full Member within its Account Application for the purpose of making such an assessment.
- 16.1.12 Where ABX is unable to verify Full Member's identity via electronic verification methods, ABX shall contact said Full Member detailing said inability and provide all such reasonable information to the Full Member as is required, in addition to offering an alternative means of verification.
- 16.1.13 ABX undertakes to take reasonable steps to ensure all retained, collected and recorded information of Full Member are accurate and secure, and not release, disseminate or otherwise, to any other persons whosoever any information for personal gain unless required or compelled by law.

17 Value-Added Tax and Sales Tax

17.1 Interpretation

17.1.1 In this Clause 17, Value-Added Tax and Sales Tax ('Tax') refer to a variety of indirect taxes that may be imposed on the storage, delivery or purchase / sale of precious metals which vary depending on the location of the customer, the location of the vault where the precious metals are stored, the location to which the goods are being delivered.

17.2 Tax Gross Up

17.2.1 Subject to Clause 17.2.2, if a Party makes a supply under or in connection with this Agreement in respect of which Tax is payable, the consideration for the supply but for the application of this Clause 17.2 (Tax Exclusive consideration) is to be increased by an amount equal to the Tax exclusive consideration multiplied by the rate of Tax prevailing at the time the supply is made.

17.2.2 Clause 17.1.1 does not apply to any consideration that is expressed in this Agreement to be inclusive of Tax.

17.3 Reimbursements and Indemnification

17.3.1 If a Party reimburses or indemnifies another Party for a loss, cost or expenses, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other Party is entitled to for the loss, cost or expenses, and then increased in accordance with Clause 17.2.

18 Execution

18.1 The below signatories hereby affirm that they sign in the relevant legal capacity of and with the authority of the entity they purport to represent and each personally accept liability for said proper authorisation.

Signed for and on behalf of Australian Bullion Exchange Limited

Signed for and on behalf of

Signed:

Signed:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Second signatory where applicable:

Second signatory where applicable:

Signed:

Signed:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

19 Appendix 1: Fee Schedule

Full Member's fees may be amended by negotiation with an ABX representative based upon Full Member's trading volumes and Holdings in exception circumstances.

19.1 General

19.1.1 ABX shall charge the Execution Fee, Platform Fee, Storage Fee, Deposit Fee and Withdrawal Fee in accordance with this Full Member's Fee Schedule as detailed below:

19.2 Execution Fees

19.2.1 ABX shall determine the applicable Execution Fee to charge Full Member based upon the aggregate Trade Value of a rolling thirty (30) day period as follows:

- a. Where the aggregate Trade Value is USD 0 to USD 500,000; Full Member's Execution Fee shall be 0.5%;
- b. Where the aggregate Trade Value is USD 500,001 to USD 1,000,000; Full Member's Execution Fee shall be 0.45%;
- c. Where the aggregate Trade Value is USD 1,000,001 to USD 2,000,000; Full Member's Execution Fee shall be 0.40%;
- d. Where the aggregate Trade Value is USD 2,000,001 to USD 3,000,000; Full Member's Execution Fee shall be 0.35%; or
- e. Where the aggregate Trade Value is equal to or greater than USD 3,000,001; Full Member's Execution Fee shall be by negotiation.

19.3 Storage Fees

19.3.1 Monthly Storage Fees shall be calculated daily, invoiced monthly, in arrears, calculated by the sum of the Daily Storage Fees for the previous calendar month.

$$\text{Monthly Storage Fee} = \sum \text{Daily Storage Fee}$$

19.3.2 Daily Storage Fees shall be calculated by dividing Full Member's respective Storage Fee by three-hundred and sixty-five (365), representative of the number of days in a calendar year; multiplying this figure by the Holdings Primary Close Value of Bullion of Full Member.

$$\text{Daily Storage Fee} = \frac{\text{Storage Fee}}{365} \times \text{Holdings Primary Close Value of Bullion}$$

19.3.3 Daily Storage Fees will only be incurred by Full Member in the case of Deposited Bullion Holdings. A day of deposit and/or withdrawal shall be considered a day of storage within an ABX Vault, regardless of time of deposit and/or withdrawal on said day. The Daily Storage Fee for a given day will be incurred by the person possessing legal title at Primary Close of that day.

19.3.4 ABX shall determine the applicable Storage Fee to be charged to Full Member based upon the threshold Storage Value of Bullion held in Australian and New Zealand ABX Vaults as follows:

- a. Where the Storage Value of the previous calendar month reaches AUD 0 to AUD 1,000,000; Full Member's Storage Fee shall be 0.4% for gold and platinum and 0.65% for silver;

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- b. Where the Storage Value of the previous calendar month reaches AUD 1,000,001 to AUD 5,000,000; Full Member's Storage Fee shall be 0.35% for gold and platinum and 0.60% for silver;
 - c. Where the Storage Value of the previous calendar month reaches AUD 5,000,001 to AUD 10,000,000; Full Member's Storage Fee shall be 0.3% for gold and platinum and 0.5% for silver; or
 - d. Where the average Storage Value of the previous calendar month reach or exceeds AUD 10,000,001; Full Member's Storage Fee shall be by negotiation.

19.3.5 ABX shall determine the applicable Storage Fee to be charged to Full Member based upon the threshold Storage Value of Bullion held in all other ABX Vaults except as defined in Clause 19.3.4 as follows:

- a. Where the Storage Value of the previous calendar month reaches USD 0 to USD 10,000,000; Full Member's Storage Fee shall be 0.3%;
- b. Where the Storage Value of the previous calendar month reaches USD 10,000,001 to USD 50,000,000; Full Member's Storage Fee shall be 0.25%;
- c. Where the average Storage Value of the previous calendar month reach or exceeds USD 50,000,001; Full Member's Storage Fee shall be by negotiation.

19.4 Deposit and Withdrawal Fees

19.4.1 ABX shall charge Full Member a Deposit and / or Withdrawal Fee as follows:

- a. USD 50 administration fee; or
- b. 1% of the Storage Value of Bullion;

whichever is greater; and
- c. the inspection, collection and / or transportation fee as imposed by the Vault Operator, logistics provider or inspection agency as relevant.

19.4.2 The Withdrawal Fee shall be calculated by way of quote for variable weight pooled contracts.

19.5 Transportation Fees

19.5.1 Where Full Member requests for ABX to arrange delivery of Bullion to or from an Approved Location pursuant to Clause 7.2.4, Full Member herein acknowledges and agrees that it shall be liable for any designated carrier charges, insurance charges incurred, customs duties, tariffs or any other administrative or regulatory charges, taxes, fees or imposts related to said transportation and delivery of the Bullion to or from an Approved Location. Furthermore ABX makes no representation or warranty that the Full Member will be able to delivery to a particular Approved Location. Whether the local laws of a particular jurisdiction allow Bullion to be delivered to a particular Approved Location in that jurisdiction is ultimately the responsibility of the Full Member.

19.6 Application Fee

19.6.1 ABX shall charge the Full Member an Application Fee of USD 20,000

19.6.2 The Application Fee will be refunded on a pro rata basis in the event ABX terminated this Agreement without cause within 6 months (with the remaining number of full months within the 6 month period refunded as a proportion of the original application fee i.e. if 3 months remain then USD 10,000 will be refunded).

19.7 Minimum Annual Trade Volumes

19.7.1 Full Member shall be required to ensure a minimum annual trading volume of no less than USD 300,000.

19.8 Notwithstanding this Clause 17, ABX may reassess this Fee Schedule for any reason whatsoever provided ABX provides notice to Full Member in accordance with Clause 1.8.

19.9 All fees as detailed within this Fee Schedule are exclusive of Tax.

20 Appendix 2: Electronic Vault Warrants

20.1 General

20.1.1 ABX has established a centralized internet based precious metal electronic vault warrant registry within MetalDesk for the non-exclusive use of Full Member wherein each eVW evidences ownership of the Bullion the subject of any such eVW on the terms and conditions set out in this Clause 20.

20.1.2 ABX shall determine which Products may be the subject of an eVW within MetalDesk. At its sole discretion, ABX may increase or decrease the selection of Products eligible to be subject to an eVW. Where ABX determines that a Product is no longer eligible to be the subject of an eVW and there exists Bullion the subject of an eVW with a valid status which would otherwise fall into that Product; the determination by ABX shall not affect the validity an eVW already in existence.

20.2 eVW Status

20.2.1 Each eVW shall exist as one of the following:

- a. where Bullion has an eVW created upon it, the status shall be valid;
- b. where a valid eVW has been requested to be pledged to the Full Member, the status shall be pending;
- c. where a pending eVW is subsequently accepted by the Full Member, the status shall be pledged;
or
- d. where a valid eVW is cancelled, the status shall be cancelled.

20.3 Valid Status

20.3.1 Upon the creation of an eVW, the Bullion the subject of the eVW shall no longer be available for trade within its Product upon MetalDesk.

20.3.2 At all times, Bullion, which is the subject of an eVW and which has a valid status, may be withdrawn from the ABX Vault Network in accordance with Clause 7. Where such a withdrawal request is made, the Allocated and Segregated item of Bullion, which is the subject of each eVW and which has a valid status, shall be debited from the Full Members Bullion Account. After this occurs, the status of the eVW will be automatically changed to "cancelled".

20.4 Pledged Status

20.4.1 Bullion, which is the subject of the eVW and which has a pledged status, shall no longer be available:

- a. for trade within its Product upon MetalDesk;
- b. for withdrawal from the ABX Vault Network;
- c. to be pledged to any other person; or
- d. to be cancelled;

until such time as said eVW is released by Full Member and the "pledged" status removed.

20.5 Cancelled Status

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- 20.5.1 Bullion, which is subject of the eVW and which has a cancelled status, shall be either:
- a. returned to the Deposited Holdings of Full Member and available for trade within its respective Product; or
 - b. removed from Holdings of Full Member if withdrawn in accordance with Clause 7.
- 20.5.2 Upon the cancellation of each eVW unique identifying number shall not be permitted to be used again.
- 20.6 Full Member's Undertakings
- 20.6.1 Full Member acknowledges and agrees that the use of the electronic vault warrant registry shall be in accordance with the undertakings and warranties contained within this Agreement and QAF.
- 20.6.2 Further to the above Clause 20.6.1, Full Member undertakes to use the electronic vault warrant registry in good faith and in accordance with all instructions given (where applicable). The use of the electronic vault warrant registry by Full Member is entirely at its own risk and subject to the limitations of liability contained within this Agreement at Clause 13.
- 20.6.3 Full Member herein undertakes to hold harmless and indemnify ABX from any loss or damage incurred by Full Member or any of Full Members clients, employees, or authorized representatives or anyone trading on MetalDesk through Full Member's Bullion Account.
- 20.6.4 Full Member represents and warrants that Full Member and its employees and its authorized representatives have all necessary valid licenses to offer MetalDesk to its clients and in the event that this is ever not the case Full Member shall fully indemnify ABX for any loss suffered by clients or any regulatory or civil action brought against ABX because of Full Member's failure to obtain all such valid licenses..
- 20.6.5 For the avoidance of doubt, the limitations of liability and indemnifications contained within Clauses 20.6.2 to 20.6.4 respectively shall include but not be limited to any damage to any other company or any person participating on MetalDesk through the use of Full Member's Bullion Account and shall include but not be limited to good-will and/or other intangible losses, revenue or profits, legal claims, actions or judgements, delay or any loss or damage.
- 20.7 eVW Storage
- 20.7.1 The storage of Bullion the subject of an eVW shall be altered from an Allocated and Unsegregated basis to an Allocated and Segregated basis.
- 20.7.2 Where Bullion is stored on an Allocated and Segregated basis by virtue of an eVW, each eVW shall include and record all identifying information, including but not limited to the individual serial number, hallmark and fineness of Bullion.
- 20.7.3 For the avoidance of doubt, Bullion that has an eVW created upon it shall incur Storage Fees in accordance with Clause 19.3.
- 20.8 Electronic Vault Warrant Fees
- 20.8.1 ABX shall charge the following create fee to Full Member for each eVW created upon the following Products detailed below:
- a. GMGXXX (1 kilogram gold bar), USD 25;

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- b. GXOXXX (10 ounce gold Swiss minted bar), USD 10;
 - c. SCOXXX (100 ounce silver bar), USD 5; and
 - d. for any other Product, USD 25.
- 20.8.2 ABX shall charge the following pledge fee to Full Member for each eVW pledged upon the following Products detailed below:
- a. GMGXXX (1 kilogram gold bar), USD 50;
 - b. GXOXXX (10 ounce gold Swiss minted bar), USD 25; and
 - c. SCOXXX (100 ounce silver bar), USD 15; and
 - d. for any other Product, USD 50.
- 20.8.3 ABX shall charge the following cancel fee to Full Member for each eVW cancelled upon the following Products detailed below:
- a. GMGXXX (1 kilogram gold bar), USD 15;
 - b. GXOXXX (10 ounce gold Swiss minted bar), USD 5; and
 - c. SCOXXX (100 ounce silver bar), USD 5; and
 - d. for any other Product, USD 15.
- 20.8.4 The eVW cancel fee as detailed in this Clause 20.8.3 shall not apply where said eVW is cancelled in accordance with Clause 20.3.2.
- 20.8.5 Collateral Management Fees
- 20.8.5.1 ABX shall charge a Monthly Collateral Management Fee on Full Member's Bullion Account in accordance with this Clause 20.8.5. For the avoidance of doubt, Collateral Management Fees shall be incurred by Full Member on a day an eVW is released or cancelled, regardless of time of release or cancellation on said day.
- 20.8.5.2 Monthly Collateral Management Fees shall be calculated as the sum of the Daily Collateral Management Fees for the previous calendar month.
- $$\text{Monthly Collateral Management Fee} = \sum \text{Daily Collateral Management Fees}$$
- 20.8.5.3 Daily Collateral Management Fees shall be calculated by multiplying Full Member's respective Collateral Management Fee by the sum of the Open Pledge Values.
- 20.8.5.4 The Open Pledge Value of each eVW shall be calculated at the time of transition of each eVW from valid status or requested (whichever is applicable) to pledged status as the Primary Close Value of the Bullion the subject of said eVW, multiplied by each eVW's respective Lending Ratio.
- $$\text{Open Pledge Value} = \text{Primary Close Value of Bullion} \times \text{Lending Ratio}$$
- 20.8.5.5 The Open Pledge Value shall remain constant from the day of transition to pledged until such time as the eVW is:

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- a. released from pledged to valid status; or
 - b. cancelled from pledged to cancelled status.

20.8.5.6 ABX shall determine the applicable Collateral Management Fee to be charged to Full Member as follows:

- a. Where the Open Pledge Value of the previous calendar month reaches USD 0 to USD 1,000,000; Full Member's Collateral Management Fee shall be 0.083% per month;
- b. Where the Open Pledge Value of the previous calendar month reaches USD 1,000,001 to USD 10,000,000; Full Member's Storage Fee shall be 0.0625% per month;
- c. Where the Open Pledge Value of the previous calendar month reaches or exceeds USD 10,000,001; Full Member's Storage Fee shall be determined by negotiation with ABX wherein said Storage Fee is less than that specified in Clause 20.8.5.6 c.

20.8.6 ABX shall invoice Full Member monthly in arrears for Electronic Vault Warrant Fees as detailed in this Clause 20.8, calculated as the sum of the create, pledge, cancel and collateral management actions for the previous calendar month.