



Dear Williams Gold & Silver Customer:

You have asked for consideration of a business relationship with Williams Gold & Silver, and are being requested to provide information and documents.

All dealers in precious metals have been classified as financial institutions by the U.S. Congress since 1970 (reference the Bank Secrecy Act, 31 U.S.C. section 5312(a)(2)). In 2001, Congress required every financial institution to have an Anti-Money Laundering (AML) program (USA PATRIOT Act, section 352, 31 U.S.C. section 5318(g)). In 2005, the U.S. Treasury implemented this Congressional requirement through a regulation, 31 CFR 103.140, effective as of January 1, 2006. Williams Gold & Silver is in compliance with this legal requirement.

The essence of an AML Program is that we must know our customers - *who you are* and *what you do*. Knowing "who you are" means ensuring that we have your legal name, and that we are reasonably sure that you are the person you say you are. If you are an organization, you must provide the names of the owners. We will then check those names against government lists of criminals, terrorist financiers, and persons who have been blocked from doing business with United States businesses. Though it may be unlikely that you will appear on those lists, we have the obligation to verify and confirm.

Knowing "what you do" means having an understanding that you have a legitimate reason to buy our products, or have a legitimate source for materials that you sell to us. So, for example, if you are a manufacturer of gold jewelry, we need to understand that you have a legitimate need to buy gold, and that you also have a legitimate source of scrap gold for refining. If, on the other hand, you are say, a postal clerk, or own a grocery store, we may question why you claim to have a large amount of gold for sale. (And yes, we receive proposals like that, not infrequently.)

We assure you that we will not use your information and documents for any other purpose other than to conduct an AML background check, and they will only be seen by those Williams Gold & Silver authorized representatives essential to the AML vetting process. We appreciate the need to maintain the confidentiality of these private documents and in so doing secure your information in locked file rooms in a facility with 24-hour security. Our records are only shared within the scope of routine auditing practices and upon specific and authorized governmental inquiries that we are legally bound to which we are legally bound to respond. However, your records will not be open to any other persons. In no circumstances will we sell or give away your AML information to others.

Because you may also be a dealer in precious metals, subject to the same United States Federal law or other proprietary laws within your country, we are asking that you certify as to the AML practices you are implementing, or if not subject to such, indicate why not.

Please feel free to contact me if you have questions or concerns.

Kathleen Williams
AML Compliance Officer

**NOTE TO ALL APPLICANTS
ALL ORIGINAL COPIES OF THIS APPLICATION MUST BE MAILED
IMMEDIATELY TO:**

**Williams Gold & Silver
Att: Kathleen Williams
P.O. Box 97717
Las Vegas, Nevada 89193-7717**

WILLIAMS GOLD & SILVER
CUSTOMER INFORMATION PACKET
PAGE 1

Failure to complete this packet in its ENTIRETY may result in significant delays in processing! All information is maintained as CONFIDENTIAL.

NOTE: Criminal and other background checks are performed on all contacts and entities. While criminal records do not automatically exclude an applicant, certain types of criminal activity are grounds for automatic denial.

Current Business Name:

Business Addresses: (checkmark only ONE location where invoices are to be sent)

1. Headquarters:

<hr/> building #	<hr/> street	<hr/> city
<hr/> state	<hr/> country	<hr/> postal code

2. All locations from where you are currently conducting business operations (attach if more than 2 addresses):

Address #1

<hr/> building #	<hr/> street	<hr/> city
<hr/> state	<hr/> country	<hr/> postal code

Address#2

<hr/> building #	<hr/> street	<hr/> city
<hr/> state	<hr/> country	<hr/> postal code

***Company Contacts: Provide TWO contacts. *A copy of a government-issued photo ID document, such as a passport or driver's license, MUST also be included for each named individual below).**

Primary: name: _____ title: _____
phone: _____ fax: _____
Email: _____

Secondary: name: _____ title: _____
phone: _____ fax: _____
email: _____

Anticipated Monthly Volume: _____

Description of Customer Business: (e.g., mining, jewelry manufacturing)

Description of Customer's Transactions with Williams Gold & Silver: (e.g., refining of production scrap-expected volumes to be shipped)

Does Your Company Accept Precious Metal from Sources in Africa, Yes No

(If yes, identify source of supply) _____

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Government Identification Number: (e.g., a business registration # or Taxpayer Identification Number) _____

Jurisdiction of Incorporation: _____

Publicly Owned: Yes _____ No _____

***Owner(s) and Partners of Company:**

A copy of a government-issued photo ID document, such as a passport or driver's license, **MUST also be included for each named individual below.*

(Include persons or entities with 10% or greater ownership, all unnamed beneficial owners, and all partners.)

Name(s): _____ P ___ O ___ % Ownership _____
first / last (check "P" or "O" to indicate partner or owner.)

Address: (street or p.o. box) _____

City: _____ State: _____ Postal Code: _____

Country: _____

Telephone: _____

Name(s): _____ P ___ O ___ % Ownership _____
first / last (check "P" or "O" to indicate partner or owner.)

Address: (street or p.o. box) _____

City: _____ State: _____ Postal Code: _____

Country: _____

Telephone: _____

Name(s): _____ P ___ O ___ % Ownership _____
first / last (check "P" or "O" to indicate partner or owner.)

Address: (street or p.o. box) _____

City: _____ State: _____ Postal Code: _____

Country: _____

Telephone: _____

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(NOTE: Williams Gold & Silver does not make personal inquiries with specific trade ref, however, we DO conduct comprehensive background checks on all entities and parties listed.)

Trade References: (MUST have 3 references - if not, you must note why not.)

1) Business Name: _____

Contact: *(1st & last name)* _____ Title: _____

Bus. Address: *(street or p.o. box)* _____

City: _____ State: _____ Postal Code: _____

Country: _____ Telephone: _____

2) Business Name: _____

Contact: *(1st & last name)* _____ Title: _____

Bus. Address: *(street or p.o. box)* _____

City: _____ State: _____ Postal Code: _____

Country: _____ Telephone: _____

3) Business Name: _____

Contact: *(1st & last name)* _____ Title: _____

Bus. Address: *(street or p.o. box)* _____

City: _____ State: _____ Postal Code: _____

Country: _____ Telephone: _____

Bank References: (If you only have one bank, notate "only 1 bank" in item 2.)

1) Name of Bank: _____

Bus. Address: *(street or p.o. box)* _____

City: _____ State: _____ Postal Code: _____

Country: _____ Telephone: _____

2) Name of Bank: _____

Bus. Address: *(street or p.o. box)* _____

City: _____ State: _____ Postal Code: _____

Country: _____ Telephone: _____

Lawyer Reference: (Please note "No lawyer" below, if such applies. Do not leave blank.)

Name: _____

Bus. Address: *(street or p.o. box)* _____

City: _____ State: _____ Postal Code: _____

Country: _____ Telephone: _____

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Certification of Customer AML Regulatory Status
(Regulated or Non-Regulated Dealer in Precious Metals)

The undersigned certifies that _____:
(Name of Company)

Checkmark ALL Applicable Section(s):

1. _____ FOR U.S. CUSTOMERS ONLY
IS in compliance with all anti-money laundering regulatory requirements for
“dealers of precious metals,”** in particular, 31 CFR 103.140 and the US Patriot
Act [Pub. L. No. 107-56, 115 Stat. 272 (2001)]

2. _____ FOR ALL COMPANIES OUTSIDE THE U.S.
IS in compliance with my country’s regulations as they pertain to
Anti-Money Laundering which include the following:

(ALL COMPANIES OUTSIDE THE U.S. **MUST COMPLETE THIS!!!**)

3. _____ IS NOT subject to the U.S. requirement of 31 CFR 103.140 to develop and
implement an anti-money laundering program for dealers in precious metals
(e.g., a mine; a company only doing business outside the United States)
Reason: _____

**** Note:** *When considering your response to our “Certification of Customer AML Regulatory Status”,
you are considered a “dealer in precious metals” if you are doing business in the United States and
both buy and sell more than \$50,000 (USD) in qualifying metals and stones per year.*

Date: _____

Signature: _____

Name: _____

Title: _____

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PRICE FORWARD AGREEMENT

WILLIAMS GOLD & SILVER

GENERAL TERMS & CONDITIONS GOVERNING FORWARD CONTRACTS

This document sets forth 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 1-714-485-1414.
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 Saturdays, 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 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 bearing 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 upon the London Bullion Brokers’ second fixing price on the valuation date (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 Day's 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 and 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 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 or 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 Forward 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 hereunder or under a Forward Contract, 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 of 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: _____

(Printed)

Title of Authorized Representative: _____

Date: _____

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“U.S. CUSTOMERS ONLY” - WIRE TRANSFER INSTRUCTIONS / CHANGE FORM

Customer: _____

Address: _____

Length of Time as a Williams Gold & Silver Customer: _____

Last Change in Wire Instructions: _____

Number of Changes in Wire Instructions in Last Year: _____

Reason for Change: _____
(MUST specify reason if you are an established customer!)

New Wire Instructions:

Bank: _____

Address: _____

Phone Number: _____

Fax Number: _____

Account Number _____

Routing Number _____

Swift Number _____

Special Instructions: _____

Person Requesting Wire Change /Title _____
(signature / title)

----- *(below to be completed by Williams Gold & Silver only)* -----

Compliance Committee Approvals:

Compliance Officer: _____ **Date:** _____

President: _____ **Date:** _____

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CHECKLIST

Check each box to finish your application. Send this completed Checklist with your filled-in application. If you have not answered all the items below, your application may be returned to you as incomplete.

- Government-issued photo ID for primary and secondary contacts
- Government-issued photo ID for owners and partner
- Have you provided 3 trade references?
- Registration of corporation if you are located outside the U.S.A
- Signed Certification of Customer AML Regulatory Status (Pg 4)
- Signed Price Forward Agreement (Pages 5, 6, & 7)
- Signed Wiring Transfer Instruction (Page 8 as applicable)

Failure to complete this packet in its ENTIRETY may result in significant delays in processing!

All information is secured and kept CONFIDENTIAL.

ADDITIONAL INFO / CUSTOMER COMMENTS:
