



GOLD FUND

GOLD FUND JEWELLERY TRADING L.L.C

Introducer-Individual

Application Form

PERSONAL DETAILS				
Name:			Sex: Male <input type="checkbox"/> Female <input type="checkbox"/>	
Residence Address:		MOB: TEL:		
Office Address:		Tel: Fax:		
Mailing Address:		Email:		
Permanent Address:		Marital Status Single Married Divorced Widowed		
Date of Birth:	Nationality:	I.D./Passport Number		
<u>REMITTANCE INSTRUCTIONS</u>				
Beneficiary's Bank				
Beneficiary's Bank A/C No.:				
Beneficiary's Name				
<i>TRADING EXPERIENCE AND OTHER WORK EXPERIENCE</i>				
Company	Position	Nature of Duties	From	To
<i>BUSINESS DETAILS</i>				
Total Number of clients you expect to introduce to GOLD FUND LLC in the next 12 months(number of clients)				
Your relationship with the clients that you are introducing to GOLD FUND LLC				
Do you have any legal cases pending?	Yes/No	If yes details thereof (Attach Annexure if required)		
Are you related to anyone in GOLD FUND LLC. Company?	Yes/No	If yes please state exact relation and name of employee		
Will you be violating any rules/ regulations in the country that you are operating in, with regards to introducing clients to GOLD FUND LLC ?		Yes/No If yes details thereof		

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Please provide the following supporting documents (please check):

- Passport copy with visa.
- Proof of address.

Please note that as an Introducer, you are prohibited from soliciting clients or orders on behalf of GOLD FUND LLC.

I declare that the above information to be true and correct and understand the prohibition above. **We/I acknowledge that failure to disclose or omission of information required may result in the termination of my appointment.**

Signature

Date

INTRODUCTORY BROKER AGREEMENT

This Introducer Agent (IA) Agreement is made on the date of _____ between GOLD FUND LLC (Hereinafter referred to as "Company" Located in Unit Building F30/8, 5th Circular road, Extension-Labone, P.O. Box: CT 7583, Accra, Ghana And

(Hereinafter referred as Introducer Agent (IA)

Whereas Company is in the business of providing Precious Metals by online service and physical buying / selling is desirous to engage in operation to develop management, marketing and trading expertise of the Introducer Broker/Agent (IA) of the business, maintain and manage it to the benefit of IA/IB and Company at the agreed remuneration on the other terms and conditions for the Agreement, the Conditions and mutual covenants contained herein the parties agree:

I. OBLIGATIONS

Both parties agreed that:

1. Introductory Broker will not request GOLD FUND L.L.C. to open an account for any prospective Client until Introductory Broker has in its possession all account documents which required by GOLD FUND L.L.C. Introductory Broker will accurately complete a new account report.
2. Introductory Broker will obtain, approve and submit an executed Client Agreement with an acknowledgment receipt of the Risk Disclosure Statement and any other documentation required by GOLD FUND L.L.C.

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3. For any discretionary account, and before accepting discretion and entering any discretionary order, Introductory Broker will obtain and approve an executed Discretionary Authorization form as required by GOLD FUND L.L.C.
 4. Introductory Broker will promptly deliver the original new account documents set forth herein to GOLD FUND L.L.C. Building F30/8, 5th Circular road, Extension-Labone, P.O. Box: CT 7583, Accra, Ghana or to such other GOLD FUND L.L.C. Location as shall be mutually agreed.
 5. Introductory Broker will conduct credit investigations for all Clients and where available will arrange for GOLD FUND L.L.C. to receive confirmation of such inquiries directly or through its correspondent banks. GOLD FUND L.L.C will solely determine credit criteria for Clients transacting business with GOLD FUND L.L.C.
 6. It is Introductory Broker's responsibility to (i) ensure that any orders and instructions given by Introductory Broker or any of Introductory Broker's employees will be properly authorized; and (ii) diligently supervise the opening of new accounts and the entering of orders.
 7. Introductory Broker shall be responsible for the supervisory review of all Client accounts and orders, including those over which its officers or employees have discretionary authority and that all action taken by the Introductory Broker. Introductory Broker shall be responsible for all liabilities incurred in connection with investment advice rendered by it and its employees. Any liabilities arising from the exercise by Introductory Broker's officers or employees of discretionary authority over any Client's account shall be Introductory Broker's sole responsibility.
- A. Introductory Broker further agrees that:
1. GOLD FUND L.L.C reserves the right to refuse or to accept any account or any new order for the account for any reason and may terminate any account which it does not wish to carry for any reason as determined by GOLD FUND L.L.C.
 2. GOLD FUND L.L.C reserves the right to refuse or to accept any order placed on behalf of any account whether or not GOLD FUND L.L.C. continues to carry such account, and may advise the Introductory Broker of the reason for its refusal;
 3. GOLD FUND L.L.C. reserves the right to conduct its own credit inquiry on any of GOLD FUND L.L.C. Clients, although GOLD FUND L.L.C. will not be obligated to do so;
 4. GOLD FUND LLC assumes no responsibility or liability for any Client's account if Introductory Broker fails to deliver promptly all necessary documents for such account.
- B. Introductory Broker agrees to adhere to and abide by all original and maintenance part payment requirements of GOLD FUND L.L.C.
- C. GOLD FUND L.L.C. reserves the right in all cases, to raise or lower the original part payment or maintenance part payment requirements so long as they are not below the minimum requirements of the respective Exchange(s) / Regulator(s) or Boards of Trade, or any regulatory agency and rules and regulations made there under.

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D. When an account fails to satisfy GOLD FUND L.L.C. part payment requirements, GOLD FUND L.L.C. may proceed with the liquidation of the account and reserves the right to take any such remedial action, as it may deem necessary in its sole discretion, with or without prior notice to Introductory Broker or the Clients. However, it should be noted that there is no obligation on GOLD FUND L.L.C. to liquidate the open positions in an account.

E. Whenever GOLD FUND L.L.C. notifies Introductory Broker of any part payment calls, or other calls for funds, Introductory Broker will take all necessary action to effect proper payment. GOLD FUND L.L.C. reserves the right at its discretion to contact the Clients for part payment funds and take whatever other action it deems appropriate.

F. Introductory Broker agrees to indemnify and hold GOLD FUND L.L.C. harmless from and against any and all losses, damages, claims, actions, judgments, liabilities or expenses, including attorneys' fees and other legal expenses, which GOLD FUND L.L.C. may sustain or incur arising from or connected with any property, cash, checks, drafts, notes and other instruments of exchange received by GOLD FUND L.L.C. from Introductory Broker or others for any Client's account which shall be claimed to be counterfeit, forged, spurious or invalid, or arising from or connected with any dishonest, fraudulent or criminal act of any person or persons connected with or associated with Introductory Broker. This indemnity shall include losses resulting from trading, whether in the name of a genuine client, or in the name of Introductory Broker or in a fictitious account, or arising from or connected with any act of negligence or omission on the part of any person or persons connected with or associated with Introductory Broker.

G. Without limiting the generality of the foregoing, Introductory Broker also agrees to indemnify and hold GOLD FUND L.L.C. harmless for any losses, damages, claims, actions, judgments, liabilities or expenses, including attorneys' fees and other legal expenses which GOLD FUND L.L.C. may incur arising out of any act or omission of such Introductory Broker.

H. Introductory Broker guarantees that any Clients will promptly perform its obligations, including payment on all transactions. If contracts for physical commodities purchased or sold in a Client's account are liquidated because of non-payment or otherwise, then Introductory Broker will promptly pay GOLD FUND L.L.C. the full amount of any debit balance in such accounts as a result thereof, and Introductory Broker will hold GOLD FUND L.L.C. harmless and indemnify GOLD FUND L.L.C. against any and all losses, damages, claims, actions, judgments, liabilities, or expenses including, without limitation, attorneys' fees and other legal expenses arising there from. In the event Client's account is liquidated and results in a debit balance, Introductory Broker will promptly reimburse GOLD FUND L.L.C. for the amount of such debit balance / losses in the client account.

I. Introductory Broker is responsible to GOLD FUND L.L.C. for applicable part payment requirements in the Client accounts. If any additional orders are entered in the Client's account, Introductory Broker will be responsible for the part payment required on the additional purchases and/or sales until full and sufficient part payment has been received by GOLD FUND L.L.C. from the Client or Introductory Broker.

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II. FINANCIAL ARRANGEMENTS

A. Client accounts will be charged commission rates as may be agreed upon in writing by Introductory Broker and GOLD FUND L.L.C. Commissions will be reflected on the account's Statement of Activity and billed directly to the Client. GOLD FUND L.L.C. shall pay the introductory broker service charges as set out in Schedule 'I' for the services rendered. All amounts payable to Introductory Broker shall be paid on a monthly basis following the end of the month during which such compensation was earned, or if such date is not a business day, on the next succeeding business day. The payment shall be subject to any taxes as per the relevant Tax Act.

B. GOLD FUND L.L.C. reserves the right to change commission arrangements with Introductory Broker for any accounts at its discretion and will provide Introductory Broker with timely notice of any such changes.

C. In any case, Introductory Broker who brings Client for physical buying of Precious Metals will receive a specific percentage from the Premium set by the GOLD FUND L.L.C. to the Client's purchase as set out in Schedule "II".

D. Introductory Broker's client can sign an Account Management Agreement with GOLD FUND L.L.C. where GOLD FUND L.L.C. representative will trade on their behalf. The agreement will be valid for six (6) months upon signing and is extendable. The Bullion Account managed by GOLD FUND L.L.C. will be automatically blocked for withdrawal for the first (1) month. Withdrawal or request for refund can be performed after the first month of the said contract. Introductory Broker shall be paid on a monthly basis for the profit of Client's Bullion Account, and the Client likewise, as set out in commission table.

E. (a) GOLD FUND L.L.C. shall in its reasonable sole discretion and without notice to Introductory Broker, have a right to withhold and apply net remittances payable and such other assets or funds of Introductory Broker in the possession, custody or control of GOLD FUND L.L.C. or any of its affiliates, in whole or in part (in such order as GOLD FUND L.L.C. shall elect), against any amount owing at any time to GOLD FUND L.L.C. by Introductory Broker, including but not limited to (i) debit balances in Client Accounts or in proprietary accounts carried with GOLD FUND L.L.C. by Introductory Broker or any of its principals, officers, members of their respective immediate families or their respective family-controlled entities, (ii) error accounts, (iii) expenses paid or advanced by GOLD FUND L.L.C. on behalf of Introductory Broker, or (iv) indemnities of Introductory Broker hereunder (collectively the "Obligations"). GOLD FUND L.L.C. agrees to promptly notify Introductory Broker after the exercise by it of its right of set off hereunder, provided, however, that the failure to give such notice shall not affect their validity of such set off. Introductory Broker agrees to notify GOLD FUND L.L.C. Promptly of the creation or existence of any proprietary accounts as provided in (a) of this subparagraph (i).

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(b) GOLD FUND L.L.C. rights of set off are in addition to all other rights and remedies available to GOLD FUND L.L.C. pursuant to this Agreement or otherwise.

III. MAINTENANCE OF BOOKS AND RECORDS

Introductory Broker shall be responsible for books and records which Introductory Broker creates as the result of the input given to the Introductory Broker by Client and shall maintain such records in accordance with such applicable laws and regulations. Such records will consist primarily of, but will not be limited to, personnel records of employees, order tickets and any files relating thereto. Introductory Broker shall ensure that every Client complies with all applicable position limits and shall not permit any transaction to be effected with results in any Client or group of Clients acting in concert to exceed these limits without the appropriate approval from GOLD FUND L.L.C.

IV. RECEIPT, DELIVERY AND SAFEGUARDING OF FUNDS

A. GOLD FUND L.L.C. shall not be responsible for any monies or other property paid or delivered by any ("Client") until such monies received in and credited to a GOLD FUND L.L.C. company bank account.

B. Introductory Broker shall be responsible for notifying and/or instructing GOLD FUND L.L.C. as to the transfer or termination of accounts.

C. Introductory Broker shall be responsible for complying with the Anti – Money Laundering related Acts, Rules and Regulations which are in force from time to time with respect to concerned Exchange(s) / Regulator(s).

V. ERRORS

Introductory Broker agrees to indemnify and hold GOLD FUND L.L.C. harmless for any loss or claim which may be sustained by GOLD FUND L.L.C. by reason of errors made by Introductory Broker, its agents or employees or the Client in connection with the execution of orders or otherwise, and arising out of Introductory Broker's failure to comply with any instructions or orders transmitted to Introductory Broker by GOLD FUND L.L.C.

VI. SUPERVISION OF BUSINESS

A. Introductory Broker will have sole responsibility for the supervision of its agents and employees and all orders, instructions entered by these agents and employees.

B. Introductory Broker agrees to assume responsibility for compliance with the rules, regulations and policies of GOLD FUND L.L.C.

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C. If GOLD FUND L.L.C. and/or Introductory Broker are involved in a client compliant, civil suit, reparations, arbitration, or regulatory proceeding or reasonably expect to become so involved, both will cooperate with each other by furnishing upon request documents to conduct an investigation defending any claim.

D. Introductory Broker shall promptly notify GOLD FUND L.L.C. in writing of the assertion of any material claim against Introductory Broker by any Client, or of the institution against it of any suit or proceeding by any Client or by any regulatory agency or Exchange and of every material development in any such suit or proceeding.

VII. INDEMNIFICATION AGREEMENTS

Any aforesaid indemnification agreement shall remain in effect for a period of 1 (one) year from the date of this agreement. This agreement may be terminated by either party by giving 30 days written notice to the other. Both parties hereby agree that such termination shall not affect the rights of any party in relation to any transaction effected prior to the date of termination and the parties shall be entitled to the same rights and be liable for obligations in respect of all such transactions of the agreement by the efflux of time or otherwise. The liability and indemnity of the Introductory Broker for acts under this agreement shall survive the expiry of the agreement.

VIII. RELATIONSHIP

It is expressly understood and agreed that GOLD FUND L.L.C. is not entering into any Partnership, agency arrangement, joint account or joint venture with Introductory Broker. It is the intent of the parties that Introductory Broker shall be an Introducing Introductory Broker, for the purposes set forth in this Agreement and Introductory Broker shall not represent the relationship to the contrary, except that GOLD FUND L.L.C. hereby agrees that Introductory Broker can also refer to its relationship with GOLD FUND L.L.C. as that of GOLD FUND L.L.C. correspondent, subject to GOLD FUND L.L.C. review and right of refusal of the circumstances under which such reference is used. GOLD FUND L.L.C. has no interest in Introductory Broker's profits or losses and shall not be liable for any debts or obligations now existing or hereafter incurred by Introductory Broker or any officer, director or employee thereof.

IX. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed under the laws of the Courts of Ghana and Introductory Broker agrees that the courts of Ghana, are to have jurisdiction to

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settle any disputes which may arise out of or in connection with this Agreement. Any suit, action or proceedings arising out of or in connection with this Agreement (“Proceedings”) commenced by Introductory Broker, may only be brought in Ghana. The taking of Proceedings by GOLD FUND L.L.C. in one or more jurisdictions does not preclude the taking of Proceedings by GOLD FUND L.L.C. in any other jurisdiction, whether concurrently or not. Introductory Broker irrevocably waives (and irrevocably agrees not to raise) any objection which it may have now or subsequently to GOLD FUND L.L.C. laying of the venue of any such Proceedings in any court and any claim that any such Proceedings have been brought in any inconvenient forum.

X. LIMITATIONS

- A. Introductory Broker is not authorized to use the name of GOLD FUND L.L.C. or the name of any of its subsidiaries or affiliates in any promotions, solicitations and/or advertising without the express prior written approval of GOLD FUND L.L.C.
- B. Introductory Broker affirms that it will charge to its Clients no less than the commission charges recited herein and any changes thereto shall be Promptly notified to GOLD FUND L.L.C. by Introductory Broker.
- C. Introductory Broker agrees and warrants that none of the accounts requested to be carried at GOLD FUND L.L.C. under the terms hereof will be for the benefit of any affiliated person of Introductory Broker, unless such account is fully disclosed by Introductory Broker and agreed to by GOLD FUND L.L.C.

XI. EFFECTIVE DATE

This Agreement shall become effective on the date first written above unless another date shall be mutually agreed upon.

XII. AMENDMENTS AND NON-WAIVER

The terms and conditions as mentioned in this Agreement may be amended by GOLD FUND L.L.C. and amended terms and conditions shall be advised to the Introductory Broker within 15 days of such amendments. The failure by GOLD FUND L.L.C. or Introductory Broker to require compliance with any provision of this Agreement will not be a waiver of this provision or of any other provision of this Agreement.

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XIII. COMPLETE AGREEMENT

This Agreement, together with all schedules, attachments, addenda, exhibits, and documents specifically incorporated by reference constitutes the entire agreement between the parties and supersedes all prior agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof

Type of account	Share
Commission generated by Client	90%

Agreed by:

Introducer	GOLD FUND JEWELRY TRADING LLC
NAME :	NAME :
DATE :	DATE :
Signature :	Signature and Stamp :

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