

Terms and conditions for **precious metals accounts**



Terms and conditions for precious metals accounts

1. Object

At the client's request, VP Bank Ltd (hereinafter referred to as "the Bank") shall manage precious metals accounts in the client's name for the purpose of trading in precious metals and coins.

2. Metals not held as securities account assets

The precious metals in the precious metals account shall not be held as physical assets but merely on a book entry basis. This means that the precious metals shall not constitute assets in the client's securities account and that the client shall have no claim to ownership of such metals but merely a claim against the Bank for the corresponding amount. Assets in the client's precious metals accounts shall be valued as follows:

Precious metals	bars and plate by weight
Coins	by number

3. Delivery entitlement and modalities

Pursuant to the applicable legal provisions, the client shall have a claim against the Bank for physical delivery of the precious metals held in the account. To satisfy this entitlement, the Bank shall sell the desired quantity of precious metals on the account and obtain the requisite physical delivery from third-party banks. The client's entitlement to take physical delivery of the metals shall exist only insofar as such third-party banks fulfil their delivery obligations. The client must give the Bank at least three bank working days' notice of withdrawals so that timely delivery is possible. Any loss resulting from delivery delays shall be borne by the client, save in the case of gross negligence on the part of the Bank. The client shall acquire ownership of the precious metals only upon their physical delivery to him.

Physical delivery shall in principle take place at the office of the Bank. Where so agreed with the client, the Bank shall make physical delivery of the precious metals at another place, providing this is feasible in practice and accords with the legal provisions in force at such place of delivery. In the event of war, state of emergency or similar cases of force majeure or transfer restrictions, the Bank reserves the right to make physical delivery of the precious metals at the place in which its office is located.

All costs in connection with the delivery shall be borne by the client. The risk of loss of the precious metals in transit shall be assumed by the client.

Physical delivery of precious metals shall be made in the customary commercial ingot weights and quality. The Bank shall be entitled to debit to the client any production surcharges applicable at the time of delivery. Any difference between the weight credited to the precious metals account and the weight of metal physically delivered shall be settled at the international price prevailing for the precious metal in question at the time of such delivery settlement. In the case of coins, the delivery entitlement shall not include any right to receive coins of a particular year or issue.

4. Minimum amounts, interest, statements of account

The Bank shall be entitled to prescribe minimum amounts and quantities for account credits, account debits and physical deliveries. Credit balances on precious metals accounts shall not attract interest. Statements of account shall be drawn up at least once per year.

5. Fees, taxes, duties

The Bank shall charge a precious metals account management fee determined in accordance with a separate tariff, and such fee may be adjusted at any time by the Bank. All taxes, duties, etc., in connection with the management of precious metals accounts (including in particular those in connection with physical delivery) shall, where permitted by law, be borne by the client.

6. General terms and conditions, amendments of these terms and conditions

In all other respects the Bank's general terms and conditions shall apply. The Bank reserves the right to amend these terms and conditions for precious metals accounts at any time. Such amendments shall be notified to the client in writing or by other appropriate means and in the absence of any objection by the client within one month shall be deemed to have been accepted.