



CANADA'S WEALTH GUARDIANS

CUSTOMER LOAN, SECURITY AND STORAGE AGREEMENT

1. **Parties to the Agreement.** This Customer Loan, Security and Storage Agreement (this "Agreement") is entered into between AAA Vault Inc. ("AAA Vault") and the account holder(s) signing this Agreement below (collectively, the "Customer" or the "Borrower").
2. **Purpose of the Agreement.** This Agreement is intended to set forth the terms under which AAA Vault will lend to the Borrower, from time to time, physical precious metals, sums of money to purchase physical precious metals, including, but not limited to, delivery to a depository, costs, fees, storage, collateral, security interest, certain risks and costs associated with each loan transaction.
3. **Terms of Loans and Interest.**
 - 3.1 The Borrower promises to pay to AAA Vault at its principal office in Toronto, Ontario on demand, or if no demand is made, on such date that is two years from the date of the latest advancement, such sums as AAA Vault may loan to, or for the benefit of, the Borrower, together with interest and fees thereon from the dates of the respective advances at AAA Vault's prevailing announced finance rates, as such rates may change from time to time.
 - 3.2 The Borrower also promises to return to AAA Vault on demand, or if no demand is made, on such date that is two years from the date of the latest loan, such precious metals as AAA Vault may loan to, or for the benefit of, the Borrower pursuant to this Agreement, and pay interest and fees thereon from the dates of the respective loans at AAA Vault's prevailing announced rates, as such rates may change from time to time. Interest on precious metals loaned to Borrower shall be based on the value of the precious metals at the time such precious metals are borrowed as determined by AAA Vault's then prevailing bid price.
 - 3.3 The Borrower's failure to make such payments, or return such precious metals, as required under this Section 3 shall constitute a default by the Borrower and AAA Vault shall have the right to dispose of all collateral and security provided

by the Borrower or on the Borrower's behalf as provided herein, and apply such proceeds against the obligations due to AAA Vault hereunder. Such right shall be without limitation to the value of the collateral and security or any other remedies granted to AAA Vault by this Agreement or otherwise by law.

- 3.4 Interest on cash advances and precious metal loans made to the Customer shall be based on the number of days the loan balance is outstanding divided by 360. On the last day of every month, any unpaid interest for that month is added to the unpaid balance in the Borrower's account. Any principal or interest not paid when due shall bear interest from its due date at the then current interest rate. The Borrower may prepay any balance due without penalty.
- 3.5 If any charges under this Agreement are held by a court of competent jurisdiction to exceed those allowable under applicable law, such charges shall be reduced to the legal maximum.

4. Authorization of Loans.

- 4.1 Cash advances and loans of precious metals may be made by AAA Vault to the Borrower at the oral or written request of the Borrower. Only the Borrower is authorized to request advances and precious metal loans and direct disposition thereof from AAA Vault until written notice of the revocation of such authority is received by AAA Vault. Any such advance or loan shall be conclusively presumed to have been made to, or for the benefit of, the Borrower when made in accordance with such requested directions of the Borrower and when said advance is paid or loan is made on behalf of the Borrower.
- 4.2 The Borrower hereby waives diligence, presentment, protest, demand and notice of every kind and (to the full extent permitted by law) the rights to plead any statute of limitations as defense to any demand hereunder or in connection with any security heretofore.

5. Collateral Requirements and Forced Liquidations.

- 5.1 The Borrower agrees to keep the Borrower's obligations hereunder at all times fully secured, to the satisfaction of AAA Vault, and to make additional cash payments to the Borrower's account or deposit additional property as security should the value of the security for such obligations at any time suffer a decline or for any reason be at any time insufficient to secure such obligations to the satisfaction of AAA Vault. Precious metal loans provided by AAA Vault to the Borrower must be secured by cash or precious metal deposits, the

value of which at all times exceed the prevailing market value of the precious metals loaned by AAA Vault to Borrower. Precious metals loaned by AAA Vault to Borrower may be used for any purpose. Cash proceeds of any loan will be used for the purchase of precious metals from AAA Vault only and not for any personal, family, household or other purposes.

- 5.2 The Borrower anticipates being called upon from time to time by AAA Vault to reduce the Borrower's outstanding loan balance and to deposit additional funds as security for precious metal loans obtained by the Borrower from AAA Vault. In the case of a cash advance by AAA Vault to the Borrower, if such a request is not responded to with the designated payment within the time specified (which may be as short as 24 hours), the property pledged as security may be sold by AAA Vault and the proceeds applied to the repayment of amounts owed to AAA Vault. Similarly, in the case of a precious metal loan by the Borrower from AAA Vault, if a request for an increase in the Borrower's security deposit is not met within the time specified (which may be as short as 24 hours), AAA Vault may purchase the precious metals loaned to the Borrower using the funds deposited with AAA Vault to secure the loan to satisfy the Borrower's obligations to AAA Vault. AAA Vault also has the right to affect such a sale or purchase without making, or before the deadline for response to, a request for the reduction of the outstanding balance due AAA Vault or an increase in the Borrower's security deposit with AAA Vault if at any time AAA Vault deems the collateral securing the obligations of the Borrower to AAA Vault to be inadequate. This will most frequently occur due to changes in the market value of the subject precious metals.

6. Form and Posting of Payments.

- 6.1 Certified cheques, bank drafts or an electronic wire transfer are the preferred forms of payment by AAA Vault. Payments by the Borrower that do not constitute immediate good funds will be deemed good funds only upon clearance by the applicable financial institution(s).
- 6.2 Funds received by AAA Vault will be posted to the Borrower's account at 5:00 p.m. (East Coast Time), on the day of receipt. Adverse market moves prior to posting such payment may result in forced liquidations.

- 7. Commissions.** AAA Vault provides certain services to and on behalf of the Customer. As compensation, AAA Vault will charge a commission to the Customer on Customer transactions with AAA Vault. The Customer hereby authorizes AAA Vault to charge and pay such commissions from funds held in the Customer's account at AAA Vault.

- 8. Responsibility for Control and Monitoring of Accounts.** The Customer's account is of a non-discretionary nature and the Customer shall have full and complete control over such account at all times. The Customer shall also have responsibility for monitoring all precious metal positions established hereunder.
- 9. Funds Held in Borrower's Account for a Pending Transaction.** The Borrower may, from time to time, deposit funds in the Borrower's account at AAA Vault to be used for a future transaction. The Borrower understands and acknowledges that AAA Vault will not discretionarily apply such funds to prevent equity calls or forced liquidations of existing positions.
- 10. Borrower's Grant of Security Interest In Precious Metals:** In consideration of any accommodation given to the Borrower by AAA Vault and as security for the satisfaction of all obligations now or hereafter existing, including any obligations assigned to AAA Vault, of the Borrower or any one or more obligations to AAA Vault (collectively, "Indebtedness"), the Borrower hereby grants to AAA Vault a security interest in:
- 10.1 all precious metals belonging to the Borrower and held for Borrower by AAA Vault in any third party depository (such depositories are hereinafter referred to individually and collectively as the "Depository"), either directly or in other depositories;
 - 10.2 all precious metals or contractual rights in which the Borrower has an interest which shall hereafter be delivered to or come into the possession, custody or control of the Depository or AAA Vault in any manner or for any purpose; and
 - 10.3 all cash deposited with AAA Vault. The Depository may hold all or part of such property (the "Collateral") in or transfer or deliver such property to any depository, account or vault owned by, or affiliated with, the Depository or any depository, account, vault or facility rented or otherwise used by the Depository.
- 11. Delivery to a Depository; Confirmation Notices.**
- 11.1 In addition to the Depository's own vaults, or vaults the Depository is now using or may use, the Depository may use any depository to store precious metals. A depository, for the purposes of this Agreement, is defined as:
 - 11.1.1 a financial institution (i.e. a bank, savings institution or trust company organized under, or supervised pursuant to, the laws of Canada or the United States or of any province or state therein;

- 11.1.2 a warehouse or other storage facility the warehouse receipts of which are recognized for delivery purposes for any precious metal on a contract market (futures exchange) designated by the Ontario Securities Commission or the Commodity Futures Trading Commission;
- 11.1.3 a storage facility licensed or regulated by the Government of Canada or the United States or any agency thereof;
- 11.1.4 a warehouse or other storage facility approved by the Montreal Exchange or the London Metal Exchange to act as a custodian for metals traded on that exchange; and
- 11.1.5 such other savings institution, bank, warehouse or storage facility with which AAA Vault contracts to store warehouse receipts, warrants or other negotiable instruments evidencing the type, quantity and quality of the underlying precious metal.

11.2 Precious metals transferred to the Depository will be delivered as an undivided share of a fungible lot and held in safekeeping on a fungible basis with the precious metals of other customers of the Depository. Upon delivery of precious metals to the Depository, the Borrower will receive a confirmation evidencing that such quantity of precious metals has been delivered to the Depository and is being, and will continue to be held, as an undivided share of the precious metals so held by the Depository, free and clear of all liens and encumbrances other than liens and encumbrances of AAA Vault or any supplier including a Depository holding a purchase money security interest therein.

11.3 The Borrower may take personal possession of precious metals held as security upon full payment of the loan balance, and any applicable storage and delivery charges, owing to AAA Vault.

12. Risk of Decline in Value of Precious Metals. The Borrower acknowledges that the Borrower bears the entire risk of the decline in the value of the Borrower's precious metals held by the Depository.

13. Shipping and Handling Terms and Charges.

13.1 Shipping and handling fees on precious metals delivered to, or received from, the Depository will be paid by AAA Vault from the initial service fee charged on each transaction. Shipping and handling charges incurred as a result of personal delivery to the Borrower shall be the obligation of, and paid by, the Borrower. Shipping charges will vary depending on weight, value, destination,

method of shipment and precious metal. Requests for pick-up or delivery must be made through AAA Vault. Specific charges will be quoted to the Borrower at the time of such request. The Borrower must satisfy all payments due to AAA Vault prior to pick-up or delivery.

13.2 In the event that the Borrower ships precious metals to AAA Vault, the Borrower shall bear all risks of loss or non-delivery until the precious metal is received and accepted by AAA Vault. If the Borrower wishes to make delivery to AAA Vault, except by demand, the Borrower must give at least two days advance notice to AAA Vault and make delivery to a facility designated by AAA Vault. Precious metals delivered to AAA Vault must be in a form acceptable to AAA Vault. AAA Vault may require inspection and assay at the expense of the Borrower to determine the acceptability of a precious metal delivered to AAA Vault. AAA Vault may at any time change its shipping and handling fees.

14. Authorization of Action by AAA Vault to Protect Security Interest in Collateral.

The Borrower authorizes AAA Vault to take any actions AAA Vault believes necessary to protect or preserve AAA Vault's security interest in the Collateral, AAA Vault may file this Agreement and such other documents as AAA Vault may request (which the Borrower agrees to provide upon such request) with the appropriate authorities in order to perfect AAA Vault's security interest under this Agreement. Until the Indebtedness is repaid in full, the Borrower shall not sell, encumber or otherwise transfer any interest in the Collateral or permit any encumbrance of any kind on the Collateral other than the security interest of AAA Vault under this Agreement or any Depository or other supplier, holding a purchase money security interest therein.

15. Advances and Expenses Incurred by AAA Vault to Exercise Rights, Powers or Remedies.

All advances and expenses, including reasonable legal fees and disbursements, incurred or paid by AAA Vault in exercising any right, power or remedy conferred by this Agreement or its enforcement shall become a part of the Indebtedness and shall be paid to AAA Vault by the Borrower immediately and upon demand, with interest thereon at AAA Vault's prevailing finance rate.

16. Default; Changes in Collateral Requirements.

16.1 At the option of AAA Vault, and without necessity of demand or notice, all or any part of the Indebtedness (including any loan of precious metals to the Borrower) shall immediately become due and payable by the Borrower upon the happening of either of the following events (an "Event of Default"):

- 16.1.1 failure to meet or perform any of the terms or provisions of this Agreement; or
 - 16.1.2 default in the payment of principal or interest of any Indebtedness of Borrower when due.
- 16.2 In the event that the Borrower's equity in the Collateral or security deposit for precious metal loans falls below 60% of AAA Vault's minimum permissible level at any time (or such other amount as may be communicated to the Borrower by AAA Vault at any time), AAA Vault shall have the right, but not the obligation, to force an automatic selloff upon all or any part of such Collateral at its sole discretion. Selloff may be affected without prior notice, even though:
- 16.2.1 a demand for additional security or repayment has not been made;
 - 16.2.2 such a demand is outstanding which has not yet been met; and
 - 16.2.3 the Borrower's equity in the Collateral has subsequently risen above AAA Vault's minimum permissible level due to an increase in the market value of the Collateral.
- 16.3 The Borrower agrees to closely monitor the equity in the Collateral to reduce the likelihood of an equity call and acknowledges the increased risk of an automatic selloff if the Borrower fails to do so.
- 16.4 The Borrower agrees that funds sent to AAA Vault will be credited to the Borrower's account at 5:00 p.m. (East Coast Time) of the day of receipt. AAA Vault reserves the right to change its minimum permissible collateral level at its sole discretion at any time.

17. Foreclosure.

- 17.1 In the event of the Borrower's failure to satisfy any Indebtedness when due, or upon the happening of any Event of Default as previously specified, or upon demand by the Depository, Pursuant to any agreement between a Depository and AAA Vault may, at any time, at its election, apply, set off, collect or sell in one or more sales, with or without any previous demands, notice or advertisement, the whole or any part of the Collateral, in such order as AAA Vault or Depository may elect, and purchase any precious metals loaned to the Borrower with the funds deposited to secure the loan.

- 17.2 Any such sale or purchase may be made either at public or private sale as AAA Vault or Depository may deem fair, and AAA Vault or Depository may be a bidder on, or the purchaser of, any or all Collateral so sold, whether at public or private sale, and hold the same thereafter in its own right, free of any claim from the Borrower or right of redemption. In such circumstances, AAA Vault or Depository is also entitled to take possession and control of any proceeds resulting from the sale or other disposition of any of the Collateral. The Borrower hereby appoints AAA Vault as the Borrower's attorney-in-fact to make any transfer of the Collateral permitted by this Agreement and to deliver all instruments to accomplish such transfer. The Depository may act upon instructions from AAA Vault concerning the sale or other disposition of the Collateral or pursuant to any agreement between Depository and AAA Vault. The Borrower agrees to indemnify defend and hold each of the Depository and AAA Vault harmless from any liability to the Borrower for actions taken by the Depository in conformity with such instructions or pursuant to any agreements between Depository and AAA Vault.
- 17.3 The Borrower agrees that the precious metals comprising the Collateral or loaned to the Borrower may decline or increase speedily in value and are of the type customarily sold on a recognized market and that AAA Vault may treat and deal with such precious metals in any fashion it deems appropriate, in its absolute discretion, to preserve such precious metals or their value.

18. Waiver.

- 18.1 The Borrower waives any right to require AAA Vault to: (i) proceed against any particular person or entity; (ii) proceed against or exhaust any part of the Collateral; or (iii) pursue any other remedy in AAA Vault's power prior to, or as a condition of, proceeding against the Borrower or any part of the Collateral.
- 18.2 The Borrower further waives any defense arising by reason of any disability or other defense of the Borrower or any other person or entity. Until all Indebtedness shall have been paid or otherwise satisfied in full, the Borrower shall have no right of subrogation and waives any benefit and/or any right to participate in any Collateral or security whatsoever now or hereafter held by AAA Vault.
- 18.3 The Borrower authorizes AAA Vault without notice or demand and without affecting the Borrower's liability hereunder or on the Indebtedness to:

- 18.3.1 change the time for payment or otherwise change the terms of the Indebtedness, or any part thereof, including the rates of interest thereon;
- 18.3.2 take and hold security, other than the Collateral, for the payment of the Indebtedness or any part thereof, and exchange, enforce, waive and release the Collateral, or any part thereof, or any such security; and
- 18.3.3 release or substitute the Borrower, or any endorser or guarantor of the Indebtedness, or any part thereof.

19. Delivery of Collateral to Borrower. AAA Vault may, at any time release all or part of the Collateral to the Borrower. AAA Vault shall be discharged from any liability for the Collateral so delivered.

20. Loans to Borrower are Non-Recourse. The responsibility to liquidate low equity accounts belongs to AAA Vault. Should AAA Vault fail to act in timely manner to prevent a deficiency in the Borrower's account, the Borrower shall not be liable for any deficiency remaining after Collateral has been exhausted as the result of forced liquidation by AAA Vault.

21. Lending of Collateral. The Borrower authorizes AAA Vault to lend the Collateral underlying the Borrower's loan with AAA Vault, for a fee to be determined by AAA Vault, at such times as market conditions may warrant.

22. Borrower Acknowledgements. The Borrower acknowledges the following:

- 22.1 the Borrower has read and understands this Agreement and is aware of the nature and extent of the Borrower's rights and the risks involved under this Agreement. Transactions subject to this Agreement are financing transactions with AAA Vault and are not subject to regulation by the any commission, regulator or governmental body;
- 22.2 transactions will be posted to the Borrower's account as soon as possible after the payment by the Borrower of the initial equity requirement for the specific transaction. For the purpose of interest calculations and monitoring of equity calls and forced liquidation levels, the transaction will be considered completed at the time of posting. In some instances, this may occur prior to an advance of funds by AAA Vault or receipt of the Collateral by the Depository;
- 22.3 the Borrower shall have no claim against AAA Vault with respect to the Borrower's purchases of precious metals from, or sales of precious metals to,

any other person or entity not a party to this Agreement;

- 22.4 AAA Vault's financing sources are confidential. As with any AAA Vault lending institution, AAA Vault may obtain financing, or utilize one or more financial institutions, to provide the Borrower with the funds requested to initiate physical precious metal transactions with AAA Vault; moreover, AAA Vault may, at times, provide financing to the Borrower entirely from its own capital or in conjunction with any other financing source. In connection with the loans to be obtained by the Borrower hereunder, there is no privity of contract with any lender, other than AAA Vault, and AAA Vault shall not be under any obligation to disclose its financing sources to the Borrower or anyone acting pursuant to the Borrower's direction or authority;
- 22.5 AAA Vault shall be entitled to rely upon all orders and directions given to it by the Borrower, and AAA Vault shall have no liability to the Borrower and the Borrower shall hold AAA Vault harmless for following the orders or directions of the Borrower;
- 22.6 in times of highly volatile markets, AAA Vault phone lines may be busy due to the volume of calls. Consequently, the Borrower is advised, and will be responsible, to have alternative methods to communicate with AAA Vault(e.g., facsimile, courier, messenger services, etc.) should it become necessary to do so. If the Borrower has any questions or needs any information concerning the Borrower's loan account with AAA Vault, please call AAA Vault immediately;
- 22.7 representations that the Borrower will be notified or that the Borrower's collateral will be liquidated, or that precious metals will be bought to satisfy the Borrower's precious metal loan obligations, at particular price levels, are not authorized by AAA Vault and may not be relied upon;
- 22.8 THE BORROWER'S ACCOUNT WITH AAA VAULT IS SELF-DIRECTED. THIS MEANS THAT THE BORROWER MAKES, AND IS RESPONSIBLE FOR, ALL TRANSACTIONS FOR THE BORROWER'S ACCOUNT. IF THE BORROWER EVER BELIEVES THAT A LOAN TRANSACTION HAS BEEN ENTERED FOR THE BORROWER'S ACCOUNT WITH CACHÉ THAT HAS NOT BEEN AUTHORIZED BY THE BORROWER OR THAT A LOAN TRANSACTION HAS BEEN ACCEPTED BY AAA VAULT FOR THE BORROWER'S ACCOUNT AND HAS NOT BEEN EXECUTED BY AAA VAULT, THE BORROWER WILL IMMEDIATELY NOTIFY AAA VAULT BY PHONE AND IMMEDIATELY CONFIRM SUCH NOTIFICATION IN WRITING TO AAA VAULT. IF THE BORROWER FAILS TO MAKE SUCH NOTIFICATION BY THE FIFTH BUSINESS DAY AFTER CACHÉ HAS SENT TO THE BORROWER A CONFIRMATION OF THE TRANSACTION, THE BORROWER WAIVES ALL RIGHT TO CONTEST SUCH LOAN OR OMISSION AND THE BORROWER'S ACCOUNT WILL STAND, AS IS, AS OF THE END OF SUCH FIFTH BUSINESS DAY;

- 22.9 any interest earned on funds deposited with AAA Vault to secure precious metal loans by the Borrower, or free AAA Vault balances held in the Borrower's account for pending transactions, shall inure to the benefit of AAA Vault. While AAA Vault may, at its sole discretion, pass through a portion of such interest to the Borrower, the Borrower acknowledges that AAA Vault has no obligation to do so. Any interest that may be earned from foreign currency deposits, which are held by the Depository, shall inure to the benefit of AAA Vault. While AAA Vault may, at its sole discretion, reduce or offset a portion of the Borrower's interest charges as a result of any interest it may earn from such deposits, the Borrower acknowledges that AAA Vault has no obligation to do so;
- 22.10 if, at any time, the Borrower finances the purchase of precious metals through AAA Vault and the Borrower concurrently borrows precious metals from AAA Vault, any funds or precious metals received by AAA Vault as payment or security in the Borrower's AAA Vault account shall first be applied as security for the precious metals borrowed, up to the value of such precious metals at the time they were borrowed, and then to any outstanding balance for the precious metals financed; and
- 22.11 transactions in precious metals involve bid/ask spreads, sales commissions and finance and service charges. Shipping charges and sales or other taxes may also be payable. These charges can result in a loss despite favourable price movement.

23. Assignment.

- 23.1 Upon transfer of all or any part of the Indebtedness to the Depository, AAA Vault may transfer its security interest in all or any part of the Collateral and shall be fully discharged from all liability with respect to the Collateral so transferred, and the Depository shall be vested with all the rights and powers of AAA Vault with respect to such Collateral. The Borrower may not assert against the Depository any claim or defense the Borrower has against AAA Vault.
- 23.2 AAA Vault may, at any time, without notice to the Borrower, assign all or any part of its rights and privileges under this Agreement to the Depository in order to provide financing to AAA Vault to purchase the commodities that are resold to Borrower. The Borrower agrees that AAA Vault may utilize any commercially reasonable basis by which it, in its sole discretion, may provide financing to the Borrower, including, but not limited to, acquiring the Collateral on margin of up to one hundred percent of the Collateral's value,

or hypothecating all or any part of the Collateral in exchange for financing, from the Depository. In the event AAA Vault assigns its security interest under this Agreement in the Collateral to the Depository or pursuant to any other agreement between Depository and AAA Vault, the Borrower agrees that the Depository may, at any time, at its election and sole discretion, without notice or demand to the Borrower, sell, apply, set off, liquidate, or further hypothecate up to one hundred percent of the Collateral's value for payment of all amounts owed to it by AAA Vault.

23.3 The Borrower further agrees to hold the Depository, or other third party with whom AAA Vault may enter into any transaction in order to provide financing to the Borrower, harmless from any claims asserted by the Borrower arising out of any such sale, liquidation, set off or further hypothecation of the Collateral by said Depository or other third party.

23.4 The Borrower may not delegate or assign any obligations or rights hereunder without the prior written consent of AAA Vault. Any attempt at such delegation or assignment without such consent shall be void.

24. Continuation of Agreement and Revocation. This is a continuing agreement and all the rights, powers and remedies hereunder shall apply to all past, present and future Indebtedness of the Borrower to AAA Vault. This Agreement may be revoked only upon written notice to AAA Vault given by each Borrower signing this Agreement and then only if at that time there is no Indebtedness outstanding.

25. AAA Vault's Rights, Powers and Remedies. The rights, powers and remedies given to AAA Vault by this Agreement are cumulative and not exclusive of any other rights, powers and remedies AAA Vault may otherwise have. All rights, powers and remedies given to AAA Vault by virtue of the Personal Property Security Act (Ontario) or any other law shall also be available to AAA Vault. No forbearance, failure or delay by AAA Vault in exercising any right, power or remedy under this Agreement shall be deemed to be a waiver thereof, or of any other right, power or remedy hereunder; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other further exercise thereof or of any other right, power or remedy hereunder. Each right, power and remedy of AAA Vault hereunder shall continue in full force and effect until specifically waived in writing by AAA Vault.

26. Borrower's Obligations Are Joint and Several. All words used herein in the singular shall be deemed to have been used in the plural, and vice versa, as appropriate, and the obligations and undertakings of Borrower(s) hereunder shall be joint and several. Neither the discharge of the Borrower for any reason other than payment or other satisfaction in full of all Indebtedness, nor any extensions, forbearance, change in

interest rate, or acceptance, release or substitution of Collateral or any impairment of AAA Vault's rights, powers or remedies against one Borrower shall affect the liability or obligations of any other Borrower hereunder. Each Borrower waives any right to require AAA Vault to proceed against one Borrower before any other.

- 27. Communications.** All communications required or permitted hereunder shall be sent to AAA at 4750 Yonge st. Suite 318, Toronto Ontario, Canada M2N 0J6 Telephone: (416) 368-6889 and to Customer at the address set forth in the account application of the Customer or such other address subsequently provided to AAA Vault by the Customer. The Customer at all times shall be responsible for notifying AAA Vault of any change in the Customer's address. All communications given by AAA Vault to the Customer: (i) by mail shall be effective 48 hours after deposit in the Canadian or United States mail, postage prepaid, or upon receipt, whichever is earlier; (ii) by hand our courier service, when delivered to the Customer's address; (iii) if telephonic, at the time of such phone conversation; or (iv) by facsimile, immediately following completion of transmittal, charges prepaid and receipt confirmed.
- 28. Force Majeure.** In the event of adverse conditions in the marketplace or other factors beyond the control of AAA Vault, including, but not limited to, acts of God, national and/or international emergencies, adverse governmental actions, suspension of trading by precious metal exchanges, or the failure or delay of suppliers, the maximum time for delivery of precious metals or payment by AAA Vault may, except if prohibited by any applicable law, be extended indefinitely during the period of such adverse circumstances. AAA Vault will not be responsible for delays or failure in the transmission, receipt or execution or orders, payments, deliveries or information due to the incapacity or failure of computer, transmission or communication facilities that are beyond the control of AAA Vault.
- 29. Entire Agreement.** This Agreement, together with the agreements contained in the account application of the Customer, the Risk Disclosure Statement and Client Acknowledgement signed by the Customer and the Customer Purchase and Sale Agreement entered into by the Customer, constitutes the entire and whole agreement among the parties hereto and is intended as a complete and exclusive statement of the terms of their agreement. This Agreement may be amended only upon execution of a subsequent written Agreement or upon Borrower's failure to object, within 10 days, to modifications contained in written material sent to the Borrower by Vault. This Agreement shall supersede any oral representations between the parties.
- 30. Individual Authority of Borrower.** Any party signing this Agreement as Borrower is authorized to deal fully with the account opened hereunder. Any action taken by any such

party shall be binding on all parties with an interest in that account. Each such party shall hold AAA harmless for relying thereon.

- 31. Recording of Conversations.** AAA Vault may electronically record any conversation between AAA Vault, any affiliate of AAA Vault or their respective employees or agents and the Borrower.
- 32. Depository Indemnification.** The Borrower agrees that the Depository may act upon any instructions from AAA Vault or in accordance with any agreement between Depository and AAA Vault concerning delivery, transfer, sale or disposition of precious metals held by the Depository. The Borrower further agrees to indemnify defend and hold each of the Depository and AAA Vault harmless from any liability to the Borrower for actions taken by the Depository in conformity with such instructions or agreements.
- 33. Arbitration, Governing Law and Venue.** The parties agree that any disputes relating to this Agreement will be submitted to binding arbitration. The venue for any such arbitration shall be exclusive in the Province of Ontario and the parties agree that any arbitration award entered shall be binding and convertible to a Province of Ontario judgment subject to the laws of the Province of Ontario and further subject to any modifications thereof permissible there under. The parties hereby accordingly waive their right to any other remedy or to proceed with any court actions and further hereby waive jurisdiction and venue. The prevailing party determined by the arbitrator(s), shall be entitled to recover from the other party all costs and expenses (including reasonable legal fees and disbursements) incurred in connection with the arbitration. All awards rendered in the arbitration shall be final and non-appealable. This Agreement and the matters contemplated hereunder shall be governed by the substantive and procedural laws of the Province of Ontario without respect to Ontario conflict of law, rules and venue of any dispute resolution shall likewise be in Toronto, Province of Ontario without respect to Ontario conflict law rules.
- 34. Ontario Contract.** The formation of this Agreement constitutes the making of a contract in the Province of Ontario; and the making of this contract will cause the following events, among others, to occur in the Province of Ontario: The contract will be accepted and executed in the Province of Ontario; AAA Vault is located in the Province of Ontario; all deposits and payments made by the Borrower will be delivered to and paid in, the Province of Ontario; all loans and advances by AAA Vault will be made from and paid in the Province of Ontario; and statements of the Borrower's account will be generated in and transmitted from the Province of Ontario. The Borrower and AAA Vault agree that the Province of Ontario is a mutually and reasonably convenient place for any hearing concerning disputes relating to this Agreement.

35. Severability. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable in any jurisdiction, such provision shall be unenforceable in that jurisdiction and the remainder of this Agreement shall remain binding upon the parties as if such provision were not contained therein. The enforceability of such provision shall otherwise be unaffected and remain enforceable in all other jurisdictions.

36. Collateral Calls and Forced Liquidation.

- 36.1 The following information and example demonstrate how AAA Vault computes equity and the market price at which a collateral call or forced liquidation may be triggered: Purchase Example The market bid value when loan is initiated: Customer's Loan Balance: Adding interest and service fees for 3 months: Market bid value triggering collateral call: \$10,000 \$7,500 \$210 \$9,210
- 36.2 The example in Section 36.1 is based on a collateral call level of 15%, a forced liquidation level of 10%, an annual interest rate of 8% and monthly service fee of 0.20%.
- 36.3 In the example in Section 36.1, it is assumed that the amount of the loan, finance and service charges has increased during the first 3 months to \$7,710 as a result of accrued (unpaid) charges of \$210. The difference between the increased loan balance (\$7,710) and the trigger collateral call bid market value \$9,210 is (\$9,210) or 15% of the collateral call bid market value. (A shortcut calculation to determine the collateral call bid market value can be accomplished by simply dividing the loan balance [increased by the accrued charges for any period you desire] by 85%). Information and an example for a precious metal loan transaction are available upon request.
- 36.4 Equity, for AAA Vaults computation purposes, is equal to the amount by which the BID market value of the Borrower's Collateral exceeds the Borrower's prevailing loan balance or, in the case of a precious metal loan, the amount by which the Borrower's deposit exceeds the ASK market value of the precious metal borrowed. For example, if the bid market value of the Borrower's Collateral is \$10,000 and the Borrower's loan is \$7,500 AAA Vault computes your equity to be \$2500 or 25% (\$2,500/\$10,000). The Borrower is required to maintain the percentage equity specified by AAA Vault. The BID and ASK market values used by AAA Vault to compute the equity in the Borrower's account are those quoted by AAA Vault unless the Borrower is otherwise informed.

37. Additional Borrower Acknowledgments. The Borrower reaffirms the following acknowledgments and understandings:

- 37.1 purchasing physical precious metals on credit and the borrowing of precious metals involves a high degree of risk;
- 37.2 the Borrower understands that the Borrower must maintain equity in the Borrower's loan account at or above the allowable minimum. The Borrower anticipates being called upon by AAA Vault to restore equity in the Borrower's account. The Borrower further understands that if the Borrower does not meet an equity call within the time required, AAA Vault may foreclose upon the Collateral that the Borrower has pledged as security;
- 37.3 all risks of decline in the value of the Borrower's precious metals held by the Depository are the Borrower's and not those of the Depository or AAA Vault;
- 37.4 if at any time the equity in the Borrower's account falls below AAA Vault's minimum required level, AAA Vault has the right, but not the obligation, to force an automatic selloff upon the Borrower's Collateral without prior notice even if an equity call is in effect;
- 37.5 the Borrower will lose money by purchasing physical precious metals unless the value of the precious metal moves favorably enough to compensate for various costs, including: (i) sales commission charges charged by AAA Vault; (ii) the spread between the bid and ask prices of the precious metal, quoted by AAA Vault; and (iii) service fees and interest charged by AAA Vault; and
- 37.6 the Borrower will immediately notify AAA Vault's if any statement made to the Borrower by any employee of AAA Vault is inconsistent with the risks and terms set forth in this Agreement or which the Borrower considers to be offensive or unprofessional in nature.

Signature of Account Holder

Signature of Joint Applicant

Date

Date

Print Name of Account Holder

Print Name of Joint Applicant