



CANADA'S WEALTH GUARDIANS

CUSTOMER PURCHASE AND SALE AGREEMENT

1. Parties to the Agreement. This Customer Purchase and Sale Agreement (this "Agreement") is entered into between AAA Vault Inc. ("AAA Vault") and the account holder(s) signing this Agreement below (collectively, the "Customer").
2. Purpose of Agreement. This Agreement provides for the establishment of an account for Customer with AAA Vault for the purchase and sale of physical precious metals and shall apply to all such transactions between Customer and AAA Vault.
3. Acknowledgment of Risk. Because of the volatile nature of the physical precious metals markets, the purchase and sale of physical precious metals involve a high degree of risk and are not suitable for all persons. Customer further acknowledges Customer's understanding that transactions subject to this Agreement are cash transactions with AAA Vault and that such trades are not subject to regulation by any commission, regulator or government body.
4. **Terms of Purchase, Sale, Delivery and Ownership.**
 - 4.1 The Customer will be advised by AAA Vault of the full amount due at the time of the purchase of any precious metals (in each case, a "Purchase"). Should the Customer wish to Purchase on credit with financing provided by AAA Vault or any affiliate of AAA Vault, the initial required minimum payment must be in the Customer's account at AAA Vault or the affiliate of AAA Vault, as applicable. The amount due is immediately payable to AAA Vault upon verbal confirmation of the Customer's Purchase.
 - 4.2 Precious metals sold by the Customer to AAA Vault are required to be in the Customer's account prior to any such sale. A sale by the Customer to AAA Vault in which the precious metal(s) sold is not in the Customer's account will constitute a default. Upon such a default, AAA Vault will be relieved of all its obligations under the transaction and may recover from the Customer, as liquidated damages, the difference between the sale price agreed to by the Customer and AAA Vault's ask price for the precious metal(s) at the time of

default.

- 4.3 Upon receipt by AAA Vault or an affiliate of AAA Vault of good funds from or on the Customer's behalf:
 - 4.3.1 in full payment for a Purchase of precious metals, AAA Vault shall, according to the Customer's instructions, deliver the precious metals to the Customer, to the Customer's designee or to banks or depositories used for the purpose of safekeeping the Customer's precious metals so Purchased (collectively, "Depository"); and
 - 4.3.2 in partial payment equal to the minimum payment required by AAA Vault or an affiliate of AAA Vault for precious metals purchased on credit, AAA Vault shall deliver to the Depository within 7 (seven) days, or such lesser period as required by law, all of the precious metals so purchased to be held for the Customer, if not otherwise in the Depository's possession. The Customer may take physical possession of all precious metals purchased on credit at any time upon making full payment of the loan balance due to AAA Vault or an affiliate of AAA Vault. The Customer's precious metals sold to AAA Vault: (a) which are at the Depository may be delivered to AAA Vault by the Depository; and (b) which are not at the Depository must be delivered to AAA Vault by the Customer at AAA Vault's direction prior to a sale.
- 4.4 Ownership of precious metals purchased by the Customer, subject to any security interests therein, including any purchase money security interest held by suppliers passes to the Customer upon delivery to the Customer, the Customer's appointed designee, or to the Depository. Precious metals transferred to the Depository for the Customer 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 Customer owns an undivided share of the precious metals so held subject to any security interest therein, including purchase money security interests held by suppliers. Ownership of precious metals purchased by AAA Vault from the Customer shall pass to AAA Vault upon receipt of the precious metals by AAA Vault or the Depository for AAA Vault.
5. Pricing Policies. In purchasing and selling precious metals, AAA Vault acts as a principal and as such sells to and buys from the Customer on its own behalf. AAA Vault is not an exchange. AAA Vault quotes a selling price (ask price) and a price at which AAA Vault will buy (bid price) precious metals. These prices are established by AAA Vault upon its analysis of each precious metal and may change many times during the day. AAA Vault's bid and ask prices on any precious metal are not necessarily tied to

prices quoted by any other person or organization for the same precious metal. The difference or “spread” between AAA Vault’s bid and ask prices on any precious metal may vary. AAA Vault reserves the right to increase or decrease AAA Vault’s prices and spreads prospectively, at its sole discretion, at any time.

6. Price Adjustments. The Customer may be required to accept delivery of certain physical precious metals in quantities that are not identical in size to the quantity Purchased. This quantity variance should not exceed 10%. Upon delivery of a quantity different than that originally Purchased, the purchase price will be adjusted to the actual weight. Any overage or underage is priced based upon AAA Vault’s prevailing “ask” or “bid” price, respectively, for the particular precious metal at the time of delivery.

7. Discretionary Authority and Authorized Customer Orders

- 7.1 The Customer may not grant to AAA Vault or any affiliate of AAA Vault authority to direct or control purchases or sales of precious metals in the Customer’s account; provided however, this provision shall not limit in any way AAA Vault’s rights under paragraphs 5, 10, or 11 of this Agreement.
- 7.2 Orders placed by the Customer with AAA Vault must be for specified quantities of precious metals at AAA Vault’s prevailing quoted price at the time the order is placed, at specified prices under AAA Vault’s Limit Order Program or at prices under AAA Vault’s Stop Order Program and must be confirmed to the Customer by AAA Vault. No other types of orders can be accepted by AAA Vault.

8. Limit and Stop Orders

- 8.1 Under certain conditions, AAA Vault will accept orders for potential purchases or sales of precious metals to be executed at prices that are higher or lower than AAA Vault’s quoted prices. Such orders may be placed under AAA Vault’s Limit and Stop Order programs, as described below, and will be effective only during AAA Vault’s normal trading hours:
 - 8.1.1 Limit Orders to Purchase. To open a new transaction, or to close an existing transaction with a Purchase, a limit order may be placed at an ask price which is lower than or equal to the then current ask price.
 - 8.1.2 Limit Orders to Sell. To open a new transaction, or to close an existing transaction with a sell, a limit order may be placed at a bid price that is higher than or equal to the then current bid price.
 - 8.1.3 Stop Orders to Purchase. To open a new transaction or to close an existing transaction with a Purchase, a stop order may be placed at an ask price which is higher than the then current ask price. If the market’s ask price reaches the stop order price, the order becomes a market order and will be executed at the

- next available ask, which may be significantly higher than the stop order price.
- 8.1.4 Stop Orders to Sell. To open a new transaction, or to close an existing transaction with a sell, a stop order may be placed at a bid price that is lower than the then current bid price. If the market's bid price reaches the stop order price, the order becomes a market order and will be executed at the next available bid, which may be significantly lower than the stop order price.
- 8.2 Limit orders and stop orders are effective immediately after they are accepted by AAA Vault and are good for 30 days unless canceled by the Customer. In the event the Customer's account is force liquidated, all outstanding limit orders and stop orders for the Customer's account will be immediately canceled.
- 8.3 Execution of limit orders and stop orders will be based on AAA Vault's price for the precious metal for which the order is placed. AAA Vault bid prices will be used for all sell orders and AAA Vault ask prices will be used for all purchase orders.
- 8.4 AAA Vault reserves the right to refuse acceptance of limit orders and/or stop orders at any time. Stop orders made in an attempt to minimize losses will not necessarily produce the desired result. Market conditions may make it difficult or impossible to execute such orders. Existing limit orders and stop orders may be canceled by AAA Vault at any time upon 24-hour notification to Customer. Limit orders and stop orders will only be effective during AAA Vault's normal trading hours.

9. Customer Acknowledgements. The Customer acknowledges the following:

- 9.1 Purchases and sales of physical precious metals involve risks as well as opportunities. Market prices are at times volatile and may be affected by a variety of factors including, among others, general economic conditions, political events, monetary policies of various countries, fluctuations in production and demand, stock-piles, speculative activity and the degree of concern people have about these matters. It is impossible to forecast accurately how or to what degree these or other factors will affect precious metal prices;
- 9.2 Purchasers and sellers of physical precious metals can and do lose money. What is suitable for one customer with a given financial means may not be suitable for the investment goals or emotional makeup of a second customer. Before the Customer chooses to purchase or sell precious metals, the Customer must determine in the Customer's own mind the Customer's ability to meet all financial commitments being made. The Customer must also determine the Customer's ability to accept, among other things, when

purchasing on credit, that the Customer may be called to provide substantial additional funds and that some or all of the Customer's collateral may be subject to a forced equity call without advance notice;

- 9.3 Transactions in precious metals involve bid/ask spreads, sales commissions and finance and service charges by AAA Vault or any affiliate of AAA Vault. Shipping charges and sales or other taxes may also be payable should the Customer elect to take possession of physical precious metals. These charges can result in a loss despite favourable price movement;
- 9.4 AAA Vault may not be able to contact the Customer at all times that the Customer would like. These and other circumstances may make it impossible at times for AAA Vault to stay in close touch with you concerning your account. Therefore, it is the Customer's responsibility to monitor the Customer's account and market conditions and to contact AAA Vault. Do not wait to be contacted;
- 9.5 any representations that the Customer will be notified or sold out at particular price levels in the event the market turns against the Customer are not authorized by AAA Vault and may not be relied upon;
- 9.6 AAA Vault cannot guarantee any market movement;
- 9.7 While AAA Vault intends to maintain a buy and sell market for physical precious metals, there is no guarantee that AAA Vault will continue to do so. In the event that AAA Vault is unable or unwilling to quote firm prices at any time, the Customer may be obliged to dispose of the Customer's precious metals through other means or persons;
- 9.8 AAA Vault's physical precious metal sources are confidential. AAA Vault may utilize one or more sources, including its own inventory, to acquire the physical precious metals necessary to fulfill its obligations to the Customer. In connection with the purchases and sales of precious metals to be made hereunder, there is no privity of contract with any other physical precious metal source other than AAA Vault and AAA Vault shall not be under any obligation to disclose its physical precious metal sources to the Customer or anyone acting pursuant to the Customer's direction or authority;
- 9.9 AAA Vault will rely upon instructions and orders given by the Customer to AAA Vault. All purchases and sales are binding contracts and must be honoured. Once an order is placed with and accepted by AAA Vault, a contract is created. Transactions may be reversed only upon mutual consent of the parties to this Agreement;

- 9.10 In times of highly volatile markets, phone lines may be busy due to the volume of incoming and outgoing calls. Consequently, the Customer is advised, and will be responsible, to have alternative methods to communicate with AAA Vault(e.g., facsimile, email, courier messenger service, etc.) should it become necessary to do so;
- 9.11 THE CUSTOMER'S ACCOUNT WITH AAA VAULT IS SELF-DIRECTED. THIS MEANS THAT THE CUSTOMER MAKES, AND IS RESPONSIBLE FOR, ALL TRADING DECISIONS FOR THE CUSTOMER'S ACCOUNT. IF THE CUSTOMER EVER BELIEVES THAT A TRANSACTION HAS BEEN ENTERED FOR THE CUSTOMER'S ACCOUNT WITH AAA VAULT THAT HAS NOT BEEN AUTHORIZED BY THE CUSTOMER, OR THAT A TRANSACTION HAS BEEN ACCEPTED BY AAA VAULT FOR THE CUSTOMER'S ACCOUNT AND HAS NOT BEEN EXECUTED BY AAA VAULT, THE CUSTOMER MUST IMMEDIATELY NOTIFY AAA VAULT BY TELEPHONE AND IMMEDIATELY CONFIRM SUCH NOTIFICATION IN WRITING TO AAA VAULT. IF THE CUSTOMER FAILS TO MAKE SUCH NOTIFICATION BY THE FIFTH BUSINESS DAY AFTER AAA VAULT HAS SENT TO THE CUSTOMER A CONFIRMATION OF THE TRANSACTION, THE CUSTOMER WAIVES ALL RIGHT TO CONTEST SUCH ORDER OR OMISSION AND THE CUSTOMER'S ACCOUNT WILL STAND, AS IS, AS OF THE END OF SUCH FIFTH BUSINESS DAY;
- 9.12 For all precious metals transactions there is a spread between the precious metal bid and ask prices and AAA Vault earns commissions for precious metal transactions with the Customer. There is an inherent conflict of interest in this process. Consequently, the Customer must make the final decision as to whether the Customer wishes to enter into any particular precious metal transaction. This does not, however, limit in any way AAA Vault's rights to liquidate precious metals positions in the Customer's account which are in default.
- 9.13 Tax consequences of precious metal transactions with AAA Vault are the sole responsibility of the Customer. The Customer shall pay to AAA Vault any sales, use or other taxes applicable to transactions with AAA Vault. If physical possession of precious metals is taken by the Customer within the Province of Ontario, Canada, sales and other taxes may apply depending upon the precious metal purchased.

10. Security Agreement.

- 10.1 As security for the performance of all of the Customer's obligations hereunder, whether now existing or hereafter incurred, the Customer hereby grants AAA Vault a security interest in each and every precious metal purchased by the

Customer from AAA Vault and all other sums, property and rights, whether individually or jointly held, at any time standing to the Customer's credit on AAA Vault's books or any time in AAA Vault's possession or the Depository's possession, for any purpose.

- 10.2 Upon default under this Agreement, AAA Vault shall have, in addition to all other rights and remedies conferred on AAA Vault hereby, all rights and remedies of a secured party under the Personal Property Security Act (Ontario).
- 10.3 AAA Vault may file this Agreement and such other documents as AAA Vault may request, which the Customer agrees to provide, with any applicable governmental bodies or other authorities in order to perfect and otherwise protect AAA Vault's security interest hereunder.
11. Acceleration Upon Default. Upon default by the Customer of its obligations hereunder, AAA Vault may, at its election, declare any or all of the Customer's obligations immediately due and payable.
12. Notices. All communications from the Customer to AAA Vault shall be sent to AAA Vault Inc. at 4750 Yonge St. Suite 318, Toronto, Ontario, Canada M2N 0J6 Telephone: (416) 368-6889 and from AAA Vault to the 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.
13. Force Majeure. In the event of adverse conditions in the market place 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, or suspension of trading futures contracts by commodity exchanges, or the delivery of the precious metals underlying such contracts, or the failure or delay of suppliers, the maximum time for delivery for such precious metals may be extended indefinitely during the period of such adverse circumstances. AAA Vault will not be responsible for delays or failures in the transmission, receipt or execution of orders, payments, deliveries or information due to the incapacity or failure of computer, transmission or communication facilities which are beyond the control of AAA Vault.

14. 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 any Customer Loan, Security and Storage 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 the Customer's failure to object, within 10 days, to modifications contained in written material sent to the Customer by AAA Vault. This Agreement shall supersede any oral representations between the parties.
15. Individual Authority of Customer. Any party signing this Agreement as Customer is authorized to deal fully with the account opened hereunder, for purposes of placing orders, receiving funds or precious metals or otherwise. Any action taken by any such party shall be binding on all other parties with an interest in that account. Each such party shall hold AAA Vault harmless for relying hereon. All obligations of the Customer under this Agreement are joint and several.
16. Recording of Conversations. AAA Vault may electronically record any conversation between the Customer and AAA Vault, any affiliate of AAA Vault or their respective employees or agents.
17. Waiver. Failure to exercise or delay in exercising any right, power or remedy hereunder by AAA Vault shall not operate as waiver thereof, nor shall any single or partial exercise of any right, power or remedy of AAA Vault hereunder preclude any other or future exercise thereof or the exercise of any other right, power or remedy.
18. Depository Indemnification. The Customer agrees that the Depository may act upon any instructions received from AAA Vault concerning delivery, transfer, sale or disposition of precious metals held by the Depository which are purchased by customer pursuant to this agreement. The Customer further agrees to indemnify, defend and hold harmless each of the Depository and AAA Vault from any liability to the Customer for actions taken by the Depository in conformity with such instructions, or pursuant to any agreements between Depository and AAA Vault.
19. 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.

20. **Ontario Contract.** The formation of this Agreement constitutes the making of a contract within the Province of Ontario notwithstanding the manner, timing or location of the delivery or receipt of the acceptance of this Agreement by either party hereto. The making of this contract will cause the following events, among others, to occur in the Province of Ontario: The solicitation and negotiation of this contract will have taken place and been completed in the Province of Ontario; the contract will be executed in the Province of Ontario; and initial payment monies and any subsequent monies paid by the Customer will be delivered to and paid in the Province of Ontario; and written confirmation of each transaction will be provided from the Province of Ontario. The Customer 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.
21. **Assignment.** The provisions of this Agreement shall be continuous and shall enure to the benefit of AAA Vault, its successors and assigns, and shall be binding upon the Customer and/or the estate, personal representatives, administrators and successors of the Customer. AAA Vault may assign its rights and delegate its duties as to any or all transactions under this Agreement. The Customer shall not assign or delegate any obligations hereunder without the prior written consent of AAA Vault, and any attempt at such assignment or delegation without such consent shall be void.
22. **Transaction Charges.** The Customer agrees that to the extent that any charges imposed by AAA Vault are held to be in excess of those allowable under any law, such charges shall be reduced to the legal maximum.
23. **Severability.** In the event that any provisions 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 only and the remainder of this Agreement shall remain binding upon the parties as if such provisions were not contained therein. The enforceability of such provision shall otherwise be unaffected and remain unenforceable in all other jurisdictions.
24. **Obligations Due in Canadian Currency.** Unless otherwise agreed to by AAA Vault, the Customer shall pay all obligations owing under this Agreement in the currency of Canada.

25. Customer Reaffirmations. The Customer hereby reaffirms the Customer's understanding and acknowledgment of the following:
- 25.1 The purchase and sale of precious metals involves a high degree of risk and is not suitable for all persons. The required funds or precious metals must be on deposit in my account prior to a transaction;
 - 25.2 The Customer will immediately notify AAA Vault in writing if any statement made to the Customer by any employee of AAA Vault is inconsistent with the risks and terms set forth in this Agreement or which the Customer considers to be offensive or unprofessional in nature;
 - 25.3 The Customer will not convey any discretionary authority concerning the Customer's account to AAA Vault. This means the Customer makes and is responsible for all trading decisions for the Customer's account. If the Customer believes that a transaction has not been authorized by the Customer, or that a transaction authorized by the Customer has not been executed by AAA Vault, the Customer will immediately notify AAA Vault by telephone and in writing. The Customer waives all rights to contest all orders or omissions if the Customer fails to do so;
 - 25.4 There are numerous factors which affect precious metal prices and it is impossible to forecast accurately how or to what degree such factors will affect prices. The Customer understands that the Customer will lose money unless the value of the precious metals the Customer purchases or borrows moves sufficiently in price to cover commissions, bid/ask spreads and interest and service fees charged by AAA Vault or any affiliate of AAA Vault; and
 - 25.5 The Customer has determined in the Customer's own mind that the Customer is financially and emotionally suitable to enter into the transactions which are the subject of this Agreement, and able to accept the risks and to meet the financial commitments being made.

Signature of Account Holder

Signature of Joint Applicant

Date

Date

Print Name of Account Holder

Print Name of Joint Applicant