



Precious Metal One, LLC

CUSTOMER PURCHASE & SALE AGREEMENT

1. **Parties to the Agreement.**

This Agreement is entered into between Precious Metal One, LLC ("Trading") and Customer(s) ("Customer") signing below.

2. **Purpose of Agreement.**

This Agreement provides for the establishment of an account for Customer with Trading for the purchase and sale of physical commodities and shall apply to all such transactions between Customer and Trading.

3. **Acknowledgment of Risk.**

Because of the volatile nature of the physical commodities markets, the purchase and sale of physical commodities involve a high degree of risk and are not suitable for all persons. Customer further acknowledges his understanding that transactions subject to this Agreement are cash transactions with Trading and that such trades are not subject to regulation by the Commodity Futures Trading Commission or the National Futures Association.

4. **Terms of Purchase, Sale, Delivery and Ownership.**

4.1 Customer will be advised of the full amount due at the time of purchase. Should Customer wish to purchase on credit with financing provided by Trading's affiliate, Precious Metal One Credit, LLC ("Credit"), the initial required minimum payment must be in the Customer's account at Credit. The amount due is immediately payable to Trading upon verbal confirmation of Customer's purchase. If Customer is purchasing from Trading on credit or for storage for the first time, he will be required to sign and return this Agreement to Credit for transmission to Trading.

4.2 Commodities sold to Trading are required to be in Customer's account at Credit prior to a sale. A sale by Customer in which the commodity sold is not in Customer's account at Credit, will constitute a default. Upon default Trading will be relieved of all its obligations under the transaction and may recover from Customer as liquidated damages, the difference between the sale price agreed to by Customer and Trading's asked price for the commodity at the time of default.

4.3 Delivery to Customer or on Customer's Behalf.

Upon receipt of good funds on Customer's behalf in full payment for the purchase of commodities, Trading shall, according to Customer's instructions, deliver the commodities to Customer, to Customer's designee, or for the benefit of Customer to banks or depositories used for the purpose of safekeeping Customer commodities (collectively referred to as "Bank").

Upon receipt of good funds in partial payment equal to the minimum down payment required by Credit for commodities purchased on credit, Trading shall deliver to Bank within 7 (seven) days, or such lesser period as required by law, all of the commodities purchased to be held for Customer. Customer may take physical possession of all commodities purchased on credit at any time upon making full payment of the loan balance due to Credit.

Customer commodities sold to Trading, which are at Bank, may be delivered to Trading by Bank. Customer commodities sold to Trading, which are not at Bank, must be delivered to Trading at Trading's direction prior to a sale.

4.4 Ownership of Commodities purchased by Customer, subject to any security interests therein, passes to Customer upon delivery to Customer, Customer's appointed designee, or to Bank to be held for Customer. Commodities transferred to Bank for Customer will be delivered as an undivided share of a fungible lot and held in safekeeping on a fungible basis with the commodities of other Bank Customers. Upon delivery of commodities for Customer to

Bank, Customer owns an undivided share of the commodities so held. Ownership of commodities purchased by Trading from Customer shall pass to Trading upon receipt of the commodities by Trading or Bank for Trading.

5. Pricing Policies.

Trading acts as a principal and as such sells to and buys from Customer on its own behalf. It is not an exchange. Trading quotes a selling price (ask price) and a price at which it will buy (bid price). These prices are established by Trading upon its analysis of each commodity and may change many times during the day. Trading bid and ask prices are not necessarily tied to prices quoted by any other organization. The difference or "spread" between Trading's bid and ask prices vary. It is usually between 1.5% and 4%. Spreads on some products may be higher. Trading reserves the right to increase or decrease its prices and spreads prospectively, at its sole discretion, at any time.

6. Price Adjustments.

Customer may be required to accept delivery of certain physical commodities 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 Trading's prevailing "ask" or "bid" price, respectively, for the particular commodity at the time of delivery.

7. Discretionary Authority and Authorized Customer Orders

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

8. Limit and Stop Orders

- 8.1 Under certain conditions, Trading will accept orders for potential purchases or sales of commodities to be executed at prices that are higher or lower than its quoted market prices. Such orders may be placed under Trading's Limit and Stop Order programs and will be effective only during Precious Metal One, LLC 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 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 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 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 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 and Stop Orders are effective immediately after they are accepted by the Trading Department and are good for 30 days unless canceled. In the event an account is force liquidated, all outstanding Limit and Stop Orders for that account will be immediately canceled.
- 8.3 Execution of Limit and Stop Orders will be based on Trading's price for the commodity for which the order is placed. Bid prices will be used for all sell orders and ask prices will be used for all purchase orders.
- 8.4 Trading reserves the right to refuse acceptance of Limit and Stop Orders at any time. Stop Orders to 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 and Stop Orders may be canceled by Trading at any time upon 24-hour notification to Customer. **Limit and Stop Orders will only be effective during Precious Metal One, LLC normal trading hours.**

9. **Customer Acknowledges the Following:**

- 9.1 **Purchases and sales of physical commodities involve risk as well as opportunity. 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 prices.**
- 9.2 **Purchasers and sellers of physical commodities 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 a Customer chooses to invest, he must determine in his own mind his ability to meet all financial commitments being made. He must also determine his ability to accept, among other things, when purchasing on credit, that he may be called to provide substantial additional funds and that some or all of his Collateral may be foreclosed upon without advance notice.**
- 9.3 **Transactions in commodities involve bid/ask spreads charged by Trading, sales commissions and finance and service charges by Credit. Shipping charges and sales or use tax may also be payable should customer elect to take physical possession of physical commodities. These charges can result in a loss despite favorable price movement.**
- 9.4 **Your Account Executive may not be able to contact you at all times that you would like. These and other circumstances may make it impossible at times for your Account Executive to stay in close touch with you concerning your account. Therefore, it is your responsibility to monitor your account and market conditions and to contact Credit or your Account Executive. Do not wait to be contacted.**
- 9.5 **Any representations that you will be notified or sold out at particular price levels in the event the market turns against you are not authorized by Trading and may not be relied upon.**
- 9.6 **Neither Trading nor your Account Executive can guarantee any market movement.**
- 9.7 While Trading intends to maintain a buy and sell market for physical commodities, there is no guarantee that Trading will continue to do so. In the event that Trading is unable or unwilling to quote firm prices at any time, Customer may be obliged to dispose of his commodities in another market.
- 9.8 Trading's physical commodity sources are confidential. Trading may utilize one or more sources, including its own inventory, to acquire the physical commodities necessary to fulfill its obligations to Customer. In connection with the purchases and sales to be made hereunder, there is no privity of contract with any other physical commodity source other than Trading and Trading shall not be under any obligation to disclose its physical commodity sources to Customer or anyone acting pursuant to Customer's direction or authority.
- 9.9 Trading will rely upon instructions and orders given by you to your Account Executive. It is an industry practice that all purchases and sales are binding contracts and must be honored. Once an order is placed by Account Executive and accepted by an authorized Trading employee, a contract is created. Transactions may be reversed only upon mutual consent of the parties to this agreement. (See Sec.19) for terms regarding limited right to rescind first transaction.)
- 9.10 In time of highly volatile markets, phone lines may be busy due to the volume of incoming and outgoing calls. Because of this, Customer is advised and will be responsible to have alternative methods to communicate with Trading or his Account Executive (e.g., telegraph, facsimile, courier messenger service, etc.) should it become necessary to do so.
- 9.11 **CUSTOMER'S ACCOUNT WITH TRADING IS SELF-DIRECTED. THIS MEANS CUSTOMER MAKES AND IS RESPONSIBLE FOR ALL TRADING DECISIONS FOR HIS ACCOUNT. IF CUSTOMER EVER BELIEVES THAT A TRANSACTION HAS BEEN ENTERED FOR HIS ACCOUNT WITH TRADING THAT HAS NOT BEEN AUTHORIZED BY CUSTOMER, OR THAT A TRANSACTION HAS BEEN ACCEPTED BY TRADING FOR CUSTOMER'S ACCOUNT AND HAS NOT BEEN EXECUTED BY TRADING, CUSTOMER MUST IMMEDIATELY NOTIFY Precious Metal One, LLC COMPLIANCE DEPARTMENT BY PHONE AT 914-462-3850 AND IMMEDIATELY CONFIRM SUCH NOTIFICATION IN WRITING TO Precious Metal One, LLC AT 75 South Broadway, 4th floor, White Plains, NY 10601. IF CUSTOMER FAILS TO MAKE SUCH NOTIFICATION ON THE BUSINESS DAY ON WHICH THE EVENT FIRST BECAME KNOWN TO HIM, CUSTOMER WAIVES ALL RIGHT TO CONTEST SUCH ORDER OR OMISSION AND CUSTOMER'S ACCOUNT WILL STAND, AS IS, AS OF THE END OF SUCH BUSINESS DAY.**
- 9.12 Trading earns the spread between the bid and ask prices and Dealer earns commissions for transactions with Customer. There is an inherent conflict of interest in this process. Because of this, Customer must make the final decision as to whether he or she wishes to enter into any particular transaction. This does not however, limit in any way Trading's rights to liquidate positions in Customer's account which are in default.
- 9.13 Tax consequences of transactions with Trading are the sole responsibility of Customer. Customer shall pay to Trading any sales, use or other tax applicable to transactions with Trading. Commodities delivered to depositories located outside New York for Customer are intended for use by Customer outside New York. If physical possession of such commodities is taken subsequently by Customer within New York, sales and use tax may apply, depending upon the commodity purchased.

- 9.14 **If you have any questions, need any information, or wish to place an order, call your Account Representative immediately. If he is not available, call his Back-up Account Representative or Sales Director.**
- 10. Security Agreement.**
- 10.1 **Property and Rights Subject to Security Interest.** As security for the performance of all of Customer's obligations hereunder, whether now existing or hereafter incurred, Customer hereby grants Trading a security interest in each and every commodity purchased by Customer from Trading and all other sums, property and rights, whether individually or jointly held, at any time standing to Customer's credit on Trading's books or any time in Trading's possession or Bank's possession, for any purpose.
- 10.2 **Trading's Rights and Remedies.** Upon default under this Agreement, Trading shall have, in addition to all other rights and remedies conferred on Trading hereby, all rights and remedies of a secured party under the New York Commercial Code.
- 10.3 **New York Commercial Code Filing.** Trading may file this Agreement and such other documents as Trading may request, which Customer agrees to provide, in order to perfect Trading's security interest hereunder.
- 11. Acceleration Upon Default.**
- Upon default by Customer, Trading may, at its election, declare any or all of Customer's obligations immediately due and payable.
- 12. Notices.**
- All communications from Customer to Trading shall be sent to Precious Metal One, LLC. 75 South Broadway, 4th floor, White Plains, NY 10601 and from Trading to Customer at the electronic mail address set forth in the online account application or such other electronic mail address subsequently provided to Trading by Customer. **The customer at all time shall be responsible for notifying Trading of any change in their electronic mail address.** All communications given by Trading to Customer by mail shall be effective 48 hours after deposit in the United States mail, postage prepaid, or upon receipt, whichever is earlier; if hand delivered, when delivered to Customer's address; if telephonic, at the time of such phone conversation; or if telegraphic, when deposited with a public telegraph company for transmittal, charges prepaid.
- 13. Force Majeure.**
- In the event of adverse conditions in the market place or other factors beyond the control of Trading, 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 commodities underlying such contracts, or the failure or delay of suppliers, the maximum time for delivery for such commodities may be extended indefinitely during the period of such adverse circumstances. Trading 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 Trading.
- 14. Entire Agreement.**
- This Agreement constitutes the entire and whole agreement among its parties 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 Customer's failure to object, within 10 days, to modifications contained in written material sent to Customer by Trading. 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 commodities 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 Trading harmless for relying hereon. All obligations of Customer under this Agreement are joint and several.
- 16. Electronic Recordation.**
- Trading may electronically record any conversation between Customer and Trading, Credit or their employees.
- 17. Waiver.**
- Failure to exercise or delay in exercising any right, power or remedy hereunder by Trading shall not operate as waiver thereof, nor shall any single or partial exercise of any right, power or remedy of Trading hereunder preclude any other or future exercise thereof or the exercise of any other right, power or remedy.

18. Bank Indemnification.

Customer agrees that Bank may act upon any instructions received from Trading concerning delivery, transfer, sale or disposition of commodities held by Bank on Customer's behalf. Customer further agrees to indemnify Bank from any liability to Customer for actions taken by Bank in conformity with such instructions.

19. Limited Right to Rescind.

Customer initiating a transaction with Trading **for the first time** has a **limited right to rescind that transaction**. Customer may rescind such transaction during a period of 3 business days from the day on which Customer made the purchase or sale. If Customer chooses to rescind his transaction, Customer shall be assessed any actual price losses accruing from the time at which Customer entered into his purchase or sale to the time that the transaction is rescinded. In the event of a rescission Customer will not be assessed any other charges or fees, such as commissions, trading spread or credit finance charges. Actual price losses accruing to the position are calculated by subtracting the Trading ask price of the commodity at the time the transaction was rescinded from the Trading ask price at which the commodity was purchased or, in the case of a commodity sale, by subtracting the Trading bid price from the Trading bid price at which the commodity was sold. Customer shall not be entitled to any gains accruing on a rescinded transaction. Customer may rescind his transaction by sending a telegram to Precious metal One, LLC, 75 South Broadway, 4th floor, White Plains, NY 10601 or by a telephone call to Trading's Compliance Department at 914-462-3850. After telephone rescission, the rescinding Customer must send written affirmation of his rescission by **telegram**, certified letter or at least equivalent means to Trading at the address provided above within 24 hours.

20. Governing Law.

This Agreement is entered into in accordance with and shall be governed by New York law; provided that, if any New York law shall dictate that the laws of another jurisdiction be applied in any proceeding, such New York laws shall be superseded by this paragraph and the remaining laws of New York shall nonetheless be applied in such proceeding.

21. New York Contract.

The formation of this Agreement constitutes the making of a contract within Westchester County, New York, 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 Westchester County, New York: The solicitation and negotiation of this contract will have taken place and been completed in Westchester County, New York; the contract will be executed in Westchester County, New York; and initial payment monies and any subsequent monies paid by Customer will be delivered to and paid in Westchester County, New York; and written confirmation of each transaction will be provided from Westchester County, New York. Customer and Trading agree that Westchester County, New York is a mutually and reasonably convenient place for any hearing concerning disputes relating to this Agreement.

22. Location of Legal Proceedings.

Any arbitration or other legal proceedings arising out of or relating to this Agreement or any dealings between Credit and Borrower, whether brought before or after any termination of this Agreement, shall be brought and heard only in Westchester County, New York, and Customer expressly waives any rights under any law or rule to cause any such proceedings to be brought or heard in any other location.

23. Assignment.

The provisions of this Agreement shall be continuous and shall inure to the benefit of Trading, its successors and assigns, and shall be binding upon Customer and/or the estate, personal representatives, administrators and successors of Customer. Trading may assign its rights and delegate its duties as to any or all transactions under this Agreement. Customer shall not delegate any obligations hereunder without the prior written consent of a duly authorized officer of Trading, and any attempt at such delegation without such consent shall be void.

24. Transaction Charges.

Customer agrees that to the extent that any charges imposed by Trading are held to be in excess of those allowable under any law, such charges shall be reduced to the legal maximum.

25. Severability.

In the event that any provisions of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable in any jurisdictions, such provision shall be unenforceable in that jurisdiction 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.

26. Obligations Due in U.S. Currency.

Customer shall pay all obligations owing under this Agreement in the currency of the United States of America.

27. Taxpayer I.D. Number.

Customer certifies under the penalties of perjury that the Taxpayer Identification Number (Social Security Number) or Employer Identification Number provided to Precious Metal One, LLC is correct and that Customer has not been notified by the Internal Revenue Service that customer is a "payee under-reporter" under section 3406(a)(1)(c) of the Internal Revenue Code.

28. As Customer, I Reaffirm My Understanding and Acknowledgment of the Following:

- 28.1 The purchase and sale of commodities involve a high degree of risk and are not suitable for all persons
- 28.2 Required funds or commodity must be on deposit in my account at Credit prior to a transaction.
- 28.3 I will immediately notify Precious Metal One, LLC Compliance Department in writing, if any statement made to me by my Account Executive or any employee of Trading is inconsistent with the risks and terms set forth in this Agreement or which I consider to be offensive or unprofessional in nature.
- 28.4 I will not convey any discretionary authority concerning my account to my Account Executive or Trading. This means I make and am responsible for all trading decisions for my account. If I believe that a transaction has not been authorized by me, or that a transaction authorized by me has not been executed by Trading, I will immediately notify Precious Metal One, LLC Compliance Department at 914-462-3850. I waive all rights to contest all orders or omissions if I fail to do so.
- 28.5 There are numerous factors which affect commodity prices and it is impossible to forecast accurately how or to what degree such factors will affect prices. I understand that I will lose money unless the value of the commodities I purchase or borrow moves sufficiently in price to cover commissions, bid/ask spreads charged by Trading and interest and service fees charged by Credit.
- 28.6 I have determined in my own mind that I am 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.
- 28.7 All controversies, causes of action, and equitable claims arising out of or relating to this agreement, or the business dealings between the parties, shall be resolved in binding arbitration in Rockland County, New York. Judgment upon any award by the arbitrator(s) may be entered in any court having jurisdiction over the parties. The prevailing party determined by the arbitrator(s), shall be entitled to recover from the other party all costs and expenses (including reasonable attorney's fees) incurred in connection with the arbitration. All awards rendered in the arbitration shall be final and non-appealable.