

# PROFITS PLUS PRECIOUS METALS

## Purchaser Representative Agreement

Name of Purchaser: \_\_\_\_\_ (“**Purchaser**”)

Purchaser wishes to use the research and analysis services of Profits Plus Precious Metals (“**Purchaser Representative**”) from time to time to assist Purchaser with the acquisition of certain precious metals and/or other physical commodities.

1. Upon request by Purchaser, Purchaser Representative will arrange for and facilitate the purchase and delivery, on behalf of Purchaser, of precious metals of the general type and amount specified by Purchaser.
2. Unless otherwise specified by Purchaser, Purchaser Representative shall be responsible for selecting the dealer, wholesaler or other third party from whom the precious metals shall be purchased (“**Seller**”). In selecting the Seller, Purchaser Representative may take into consideration factors other than price, such as reputation, reliability, insurance provided, commissions, delivery time, and other fees charged.
3. Any Seller selected by Purchaser Representative will be required to agree to deliver the precious metals to be purchased to Purchaser or as directed by Purchaser pursuant to Section 10 hereof, under normal market conditions, within either twenty-eight (28) calendar days or seven (7) calendar days, as required under applicable law, from the date of payment to Seller for any portion of such precious metals. There may be times, however, during unusual market conditions or otherwise when Seller is unable to meet such delivery times due to factors beyond Seller’s reasonable control such as acts of war, terrorism, labor or transportation strikes, natural disasters, disruptions in the precious metals markets, or similar events. Purchaser Representative may provide Purchaser with an estimated delivery time or an indication of the general availability of certain precious metals. Purchaser acknowledges and understands that any such estimated delivery time or indication of availability provided by Purchaser Representative is an estimate or indication only, based on information received from Seller, and is not a guarantee that the precious metals purchased will be delivered on such date or are currently available. If, on the rare occasion, certain metals are or become unavailable and a suitable substitution is not available, Purchaser Representative may advise Purchaser and refund to Purchaser any amounts paid by Purchaser for such metals.
4. Purchaser understands that the price of precious metals is volatile and fluctuates and it may not be possible to lock in a specific price. However, before placing an order on Purchaser’s behalf, Purchaser Representative will inform Purchaser of the “above spot” amount associated with the purchase. This amount represents the dollar amount in excess of the market price of the metal itself at the time the order is placed that Purchaser will be required to pay to cover commissions, including Purchaser Representative’s fee, shipping, handling, insurance and other costs. The actual amount of precious metals purchased will vary depending on the market price at the time the order is placed.

5. In the sole discretion of Purchaser Representative, payment for the precious metals to be purchased shall be made either in advance or no later than the settlement date required by Seller (typically two business days). Payment shall be made by Purchaser via wire or ACH transfer or by check made payable to Purchaser Representative as directed by Purchaser Representative. Funds should be transferred or paid using the instructions provided by the Purchaser Representative.

6. In cases where payment for precious metals is made in advance, once the Seller has been selected and the "above spot" amount confirmed and consented to by Purchaser, Purchaser Representative will wire the funds on Purchaser's behalf to Seller. Any remaining balance due to fluctuations in the purchase price will be returned to Purchaser or otherwise as directed by Purchaser.

7. All trades are final except as provided in Section 3. For trades accepted online, once Purchaser clicks on "execute trade", the trade is final. In cases where payment for precious metals is not made in advance, the price for the metals may be locked in prior to receipt of payment. Once final, trades may not be unwound, rescinded, modified, disputed, or otherwise cancelled for any reason, including, without limitation, changes in the price of metals or market conditions after the trade has been placed. Purchaser shall remain liable for the timely payment of the full purchase price plus any and all fees or costs incurred by Purchaser Representative as a result of Purchaser failing to timely pay the purchase price or attempting to unwind, rescind, modify, dispute or otherwise cancel the trade after it has become final, including, without limitation, a late fee equal to ten percent (10%) of the amount of the trade and reasonable attorneys' and collection fees.

8. If Purchaser has not fully paid for the precious metals to be purchased by the settlement date required by Seller (typically two business days) and Purchaser Representative is required to cover any shortfall on Purchaser's behalf, Purchaser understands and agrees that, in addition to Purchaser's obligations and the late fee and other amounts that may be assessed as described in Section 7 above, Purchaser Representative shall have a continuing security interest in the precious metals purchased and may sell or otherwise dispose of all or a portion of such precious metals to satisfy any unpaid obligations of Purchaser to Purchaser Representative.

9. Purchaser acknowledges and understands that if Purchaser was referred to Purchaser Representative by a person or entity participating in Purchaser Representative's referral services program, the referring party may receive certain compensation from Purchaser Representative based on the dollar amount of the trades placed by Purchaser and the types of metals purchased.

10. Purchaser shall specify to whom or where the purchased precious metals shall be delivered. Purchaser Representative shall confirm the precious metals are fully insured during transportation and delivery from Seller to the destination specified by Purchaser.

11. \_\_\_ (*check if applicable*). If Purchaser wishes to have the purchased metals delivered to and stored with Idaho Armored Vaults, LLC (also doing business as Gold Silver Vault), an affiliate of Purchaser Representative, please check the box and complete an Individual Safekeeping Account Agreement.

12. The laws of the state of Idaho (without giving effect to its conflicts of laws principles) govern all matters arising out of or relating to this Agreement. Signatures of the parties transmitted by facsimile or other electronic means, including .pdf via email, shall be deemed to be their original signatures for all purposes. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction (or, if applicable, an arbitrator), the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect. This Agreement may not be modified or amended unless in writing and signed by each party. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. The remedies provided in this Agreement are cumulative. A party who exercises a right or remedy will not be precluded from asserting any other right or from seeking any other remedies available to that party.

**Purchaser understands an investment in precious metals is subject to risk and the price of precious metals may be volatile and may decline.**

**PURCHASER**

\_\_\_\_\_  
*Signature*

Address: \_\_\_\_\_  
\_\_\_\_\_

Printed Name: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

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