

## 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 8 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 will inform Purchaser of the estimated delivery time prior to placing any order and will promptly update Purchaser in the event of any anticipated delivery delay.
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. Payment for the precious metals to be purchased shall be made in advance by Purchaser via wire transfer to an account maintained by Purchaser Representative. Funds should be wired using the wire instructions provided by the Purchaser Representative.

6. 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. 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 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.

8. 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.

9.  (*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.

10. 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. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one instrument. Signatures of the parties transmitted by facsimile or other electronic means 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.

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

**PURCHASER**

_____	Address:
<i>Signature</i>	
Printed Name: _____	Email:
Date: _____	Phone:

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