

## RISK DISCLOSURE STATEMENT

**FOREWORD: GVG DOES NOT CONDUCT TRANSACTIONS IN FUTURES CONTRACTS OPTIONS ON FUTURES CONTRACTS OR SECURITIES. THEREFORE, THIS RISK DISCLOSURE RELATES ONLY TO THE OWNERSHIP, PURCHASE & SALE OF PHYSICAL PRECIOUS METALS BULLION PRODUCTS.**

This brief statement of risk cannot disclose all the risks involved in the purchase or sale of Physical Precious Metals Bullion Products. The purchase of them involves a high degree of risk that is not suitable for many members of the public. You should enter into agreement to purchase said products only if you are fully aware of the potential for loss and understand the nature and extent of your rights and obligations. As in any area of ownership, the chances for success in the purchase and sale of said products are influenced not only by the risks involved in such activities, but how well those risks are understood. Individuals considering buying or selling said products are urged to obtain additional information and to ask specific questions (and obtain specific answers) concerning the risks as well as the opportunities.

In purchasing Precious Metals Products, informed decisions – including whether to participate at all – should be based on a thorough understanding and careful weighing of the risk's attendant to such ownership. Moreover, it should always be kept in mind that what may be attractive and appropriate for one individual may involve risks that are totally unacceptable for another individual. Purchases of these products are not suitable foreveryone.

This Disclosure Statement is being given to you to describe the risks that attend the ownership of Precious Metals Products. It should be read and thoroughly understood before any decision is made to engage in such activities. You are urged to thoroughly research and understand the type of activity contemplated before entering into any agreement.

In conclusion, before you open an account with GVG you are urged to review these documents and the terms of the agreement you will be required to enter into with your attorney and accountant; study the nature of the Physical Precious Metals Markets, examine the risks and rewards involved; and seriously consider if you can absorb the potential loss attendant to their ownership.

### RISK OF TOTAL OR NEAR TOTAL LOSS

There is no guarantee that the product you purchase today will retain in the future all or any part of their current value. Their supply may become so overabundant that no one will pay for them.

Man-made substitutes may render the product worthless. Finally, there may in the future exist no organized market in which you may sell the products you purchase today.

Since your account with GVG calls for you take title to and possession of the product you purchase immediately, the risk of total or near- total loss is yours.

Only those individuals capable of sustaining such loss should consider purchasing.

### RISK OF TRADING HALTS, SUSPENSIONS, AND ORGANIZED MARKET DISAPPEARANCE

You should note that on any given day, trading in categories of Precious Metals Products may be restricted, suspended, or halted entirely for any number of reasons. When trading is so restricted, suspended or halted, it may be difficult or impossible to know when the market will resume trading activity.

### PRICE FLUCTUATION

These products are subject to sudden price change and volatile price fluctuation. The value of the product you purchased may dramatically decline during a trading day. Only those individuals capable of sustaining such price fluctuations and risks should consider purchasing.

### PURCHASE PRICE

The purchase price for your product as specified by GVG and/or your Independent Broker (Retail Dealer) may, and in all likelihood will include a “markup” over the price quoted on the Commodity Exchanges in that amount which GVG and /or your Independent Broker (Retail Dealer), in its sole discretion, has established at the time your purchase order was entered. Furthermore, credit initiation fees and credit fee expenses (which are applicable if your purchase is partially paid for with a credit facility provided to you by GVG) will increase the overall cost. While the purchase price will customarily be related to the then-existing “spot” price as quoted on the appropriate Commodity Exchanges, the purchase price you pay for your products will almost always be more than the Exchanges quoted price for those products.

#### **CREDIT FACILITIES – RISK OF EQUITY CALL AND FORCED LIQUIDATION**

When you purchase utilizing credit, you are initially supplying only a portion of the total purchase price. The balance due is provided by proceeds of a credit facility, which is issued by GVG. If the value of your product subsequently declines, you may be required to remit additional funds to GVG on short notice to avoid liquidation of your product. Additionally, under certain circumstances, your product may be liquidated by the company without prior notice or equity call. YOU SHOULD CARE-FULLY REVIEW THE CUSTOMER ACCOUNT TERMS AND CONDITIONS, WHICH FURTHER EXPLAINS THESE RISKS.

#### **CREDIT FACILITY RISK OF LOSS MAY EXCEED PAYMENTS MADE**

When you make a purchase, wherein a portion of the total purchase cost is funded by the credit facility, you are not supplying the total purchase price for the products purchased at the inception of the transaction. There is no guarantee that you will be able to subsequently resell your product for an amount equal to or greater than any unpaid balance outstanding at the time of sale, and you will be responsible for any deficiency due to GVG, as the case may be. Therefore, it is possible to lose more than the amount of your initial investment in this type of transaction.

#### **SALE OR TRANSFER EXPENSES**

If you seek in the future to sell or otherwise transfer to third parties the product you may take home delivery of from GVG, you may be required by that third party to subject the product to inspection and assay at your expense.

#### **REFUSAL TO TAKE ORDERS**

GVG may refuse to enter any purchase and/or sale transaction with any customer for any reason whatsoever.

GVG shall not be held liable for loss sustained by any customer for refusal of GVG to purchase and/or sell product to or from that customer or for any claim of loss occasioned by that refusal to do business.

#### **CONFIRMATION – RISK OF ERROR**

After each transaction for the purchase or sale, GVG will deliver to you a written confirmation setting forth pertinent information concerning the transaction.

Unless you notify GVG of any error in any confirmation seventy-two (72) hours after delivery thereof, the confirmation shall be conclusively presumed to be true and accurate in all respects and you may not be able to challenge the contents thereafter.

#### **TAX CONSIDERATIONS**

The Tax consequences to you on product transactions may differ on a case-by-case basis. Because of the importance of tax consideration to all product transactions, you should consult with your tax advisor as to how your taxes may be affected by the outcome of the contemplated purchases and/or sales, before entering into any agreement to purchase.

#### **GOVERNMENTAL REGULATION**

You should understand that governmental authorities may impose rules or regulations upon either GVG, yourself or both, which could result in a change of the duties, obligations, and rights set forth in your Customer Agreement.

#### **INDEPENDENT BROKERS (RETAIL DEALERS)**

Customers who choose to use the services of Independent Brokers (Retail Dealers) do so with the understanding and herein acknowledge that such Independent Brokers (Retail Dealers) are not agents, employees, or affiliates of GVG.

The customer in selecting an Independent Broker (Retail Dealer) is authorizing said Independent Broker (Retail Dealer) with full power of attorney to act on behalf of the customer and the customer's account with GVG.

The customer herein instructs GVG to honor the instructions of the customer's selected Independent Broker (Retail Dealer) on behalf of the customer, and in so doing, indemnifies GVG and agrees to hold GVG and its affiliates or assigns harmless as a result of GVG's adherence to the instructions of the customer's appointed Independent Broker (Retail Dealer).

Independent Brokers (Retail Dealers) who chose to introduce you to GVG are independent of GVG. Therefore, GVG cannot control the recommendation made by such Independent Broker (Retail Dealer). This is left solely to the discretion of your Independent Broker (Retail Dealer) responsible for your Account. Therefore, GVG shall not assume any liability, whatsoever, to the customer for recommendations of purchase and/or sale made by any Independent Broker (Retail Dealer).

The customer herein acknowledges that the customer alone is responsible for all decisions made by him/her regardless of representations or recommendations made by the Independent Broker (Retail Dealer) or GVG.

#### REMEDIES UPON DEFAULT

If a portion of any purchase is placed in the Customer's Account utilizing the credit facility as provided by GVG, or alternatively there is an open balance due to GVG on customer's account, and customer fails to make any required payment(s), or clear the balance due GVG, as the case might be, GVG in addition to other remedies available and not as a limitation of same, shall have the irrevocable right and irrevocable Power of Attorney of the customer, to liquidate any or all of the CUSTOMER'S existing product reserves in order to pay any obligations of the Customer due GVG.

This may result in customer product reserves acquired in unrelated transactions being liquidated to pay off obligations for any other transaction.

#### TERMS OF THE AGREEMENT ARE CONTROLLING

In the event that any provision of this Disclosure Statement conflicts with your Agreement, then to the extent of the conflict and the conflict only, your agreement is controlling.

#### GLOSSARY

**Risk Disclosure Statement:** Statement to the customer designed to disclose the risk attendant to the purchasing and selling of Physical Precious Metals Bullion Products.

**Customer Account Agreement:** Documentation of contract outlining the terms and conditions agreed to by the customer attendant to the customer's account with the GVG.

**Customer Profile Form:** Information provided by the customer to the company regarding the customer's investment experience and financial condition.

**Precious Metals:** Gold, Silver, Platinum, Palladium in various Physical forms.

**Equity Call:** Applies only to credit facility positions wherein a decline in value of the customer's product might result in a demand by GVG for the customer to restore his equity by either reducing his indebtedness to GVG, or provision of additional collateral.

**Forced Liquidation:** GVG, may at its discretion, liquidate part or the Customer's entire product without prior notice to the Customer, in order to protect the equity of the overall portfolio, or to collect demands made to the Customer for payment on which Customer has not performed.

**Inspection and Assay:** Product delivered home to Customer and subsequently sold to third parties or to GVG, at a later date, may be subject to inspection and assay in order to verify their purity. (For such a case the customer may be subject to fees related to such assay and inspections).

**Ask Price:** The price of the product, charged by GVG or customer's Independent Broker (Retail Dealer), when the Customer is purchasing said product.

**Bid Price:** The price paid when the customer sells product (to GVG or any other company, dealer or individual).

**Commission Charge:** A percentage charged by the Independent Broker (Retail Dealer) based on the total value of a Customer's transaction. (GVG does not control or share in commission charged by the Independent Broker (Retail Dealer)).

**Storage/Service Fee:** The fee charged by GVG based on the weighted average value of the product on an annual basis and is billed to the customer, or his account monthly. Normally this fee is 1.5%.

**Credit Fee:** The rate of interest charged on unpaid credit balances due to GVG (Refer to Customer Account Terms and Conditions).

## CUSTOMER ACCOUNT TERMS AND CONDITIONS

This Agreement (“Agreement”) made and entered into on the date set forth next to customer’s signature on the GLOBAL VAULT GROUP, INC. Customer Account Agreement by and between GLOBAL VAULT GROUP, INC. (hereafter referred to as GVG), a Canadian Corporation, 13037 156 Street NW Edmonton, Alberta T5V0A2, and the CUSTOMER(S) whose signature(s) and name(s) appear on the GLOBAL VAULT GROUP, INC. Customer Account Agreement, is made with reference to the following facts, terms and conditions:

- A. GVG is engaged in the business of being a wholesaler of certain products, including but not limited to silver bullion, gold bullion, silver coins, gold coins, platinum, palladium, and other forms of product (but NOT Securities, Futures Contracts, or Options on Futures Contracts.)
- B. CUSTOMER wishes to purchase and/or sell said products using the services of GVG upon the terms and subject to the conditions set forth herein below.
- C. Unless or until this Agreement is terminated in accordance with its provisions, this Agreement shall govern all the terms and conditions under which CUSTOMER shall conduct transactions through the services of GVG. It is understood and agreed that no such transaction between GVG and CUSTOMER shall become effective until or unless the customer hereto shall have fully executed this Agreement.

NOW, THEREFORE, it is understood and agreed as follows:

### I. WARRANTIES AND REPRESENTATIONS OF CUSTOMER

CUSTOMER hereby warrants and represents each of the following:

- A. That Customer has received, read and understands the Risk Disclosure Statement, Customer Account Terms and Conditions, and Administrative Charges, heretofore delivered by GVG, all of which are by this reference fully incorporated herein, as though fully set forth herein. Further, customer acknowledges that all schedules are subject to change without notice.
- B. That Customer is of legal age and capacity to enter into this Agreement, and is financially able to enter into this Agreement with the ability to sustain losses equivalent to at least the value of the customer’s account maintained with GVG, which if said losses occurred, same would have nothing more than a minimal effect on customer’s net worth.
- C. That Customer has read and understands this Agreement and desires to open an account with GVG for the purpose of conducting purchase and/or sell transactions of products upon the terms and subject to the conditions herein set forth, or set forth in any other document or disclosure delivered to customer by GVG.
- D. That Customer is independently aware of the numerous risks associated with the purchase and sale of Precious Metals Products, notwithstanding the disclosure of same as in the Risk Disclosure Statement, and other documents provided to the customer by GVG.

### II. AGREEMENT COVERING PURCHASE AND SALE TRANSACTIONS

- A. Single Transactions. During the terms of this Agreement each and every transactions between the parties shall be governed by the terms and conditions of this Agreement and all orders whether written or oral entered into by customer with GVG shall be entered in accordance with the terms hereof. Notwithstanding the foregoing, and except as expressly provided herein below, each such transaction shall be deemed a separate transaction, and shall be dealt with as such by the parties hereto.
- B. Principles. GVG and CUSTOMER are each acting as principals and on their own behalf with respect to all transactions made by them in accordance with the provisions of this Agreement, and the customer hereto hereby agrees that no such transaction will be entered into on behalf of or for the benefit of others.
- C. Not Assignable. The rights and obligations of the parties hereto are not assignable by either party without the prior written consent of the other. However, in the event that GVG stock or assets either in whole or in part are transferred, this Agreement and the rights and obligations of GVG pursuant thereto are assignable by GVG to the transferee without the necessity of any consent of the CUSTOMER. This Agreement and customer account shall be deemed an asset of GVG.

- D. Specific Quantities. All purchases or sales transactions will relate to such specific types and quantities as GVG and CUSTOMER shall agree at the time CUSTOMER shall place an order.
- E. Purchase Price. The price at which all products will be purchased by CUSTOMER from GVG shall be the price specified by GVG and/or the customer's selected Independent Broker (Retail Dealer), and agreed upon by CUSTOMER at the time each order is placed. Such price, at each instance, shall be in confirmation to the then existing, current price list, commission and administration fee schedules which may be promulgated by GVG or the customer's selected Independent Broker (Retail Dealer), from time to time, and which are subject to change without prior notice to the customer.
- F. Payment. Payment for the product is to be paid by CUSTOMER to GVG in full at the time of the purchase, as more fully described in section III, herein below.
- G. Placing of Order Required. GVG will accept no order, written or oral, from a customer, unless the same is placed by CUSTOMER himself, or by his duly authorized legal representative. CUSTOMER herein acknowledges that all verbal instructions will be tape recorded by GVG and CUSTOMER specifically agrees to allow GVG the use of each tape recording as evidence of the CUSTOMER'S instructions, as well as the authority to so tape record the customer's conversations with GVG in each instance.
- H. Confirmation of Transaction. With respect to each transaction GVG will deliver to customer a written confirmation or reflect the activity via the Internet Website. CUSTOMER shall be required to notify GVG of any error in any confirmation so received by CUSTOMER within 72 hours after delivery thereof by GVG. All confirmations shall be conclusively presumed to be true and accurate in all respects if no correction is communicated by CUSTOMER to GVG within 72 hours after delivery of a confirmation by GVG.
- I. Suspension of the Company's Obligations. GVG's obligation to sell and/or purchase and/or deliver product to CUSTOMER or CUSTOMER'S third party designate may be suspended during any period of trading restriction, suspension, or halt, or for any other reasons beyond the reasonable control of GVG.

### III. TERMS OF PAYMENT

- A. All transactions conducted by CUSTOMER through or from GVG shall be transactions for immediate delivery to or from the CUSTOMER or process to or from the CUSTOMER'S account with GVG.
- B. All purchases shall require payment by cash or cleared funds in the full amount of the agreed upon purchase price, plus any or all applicable delivery charges, commissions and sales taxes to GVG, on or before the day of the transaction.
- C. If the CUSTOMER fails to timely make all required payments as described in the section III B., then GVG shall have the right to liquidate sufficient portions of the CUSTOMER'S product in the CUSTOMER'S account to pay for all amounts owed to GVG. To this purpose, CUSTOMER hereby grants GVG power of attorney over CUSTOMER'S products.

### IV. FORCE MAJEURE

If GVG is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, then it shall give to the CUSTOMER prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of GVG, so far as it is affected by the force majeure, shall be suspended during, but no longer than the continuance of the force majeure.

The term "force majeure" as herein employed, shall mean an act of God, strike lockout, or other industrial disturbance, act of the public enemy, war blockade, public riot, lightning, fire, storm, flood, explosion, governmental action, governmental delay, restraint or inaction, unavailability of equipment or product, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of GVG.

### V. TERM OF AGREEMENT

This agreement shall have a term of nine (9) years commencing on the date on which this agreement has been executed by CUSTOMER, and shall renew automatically for successive nine (9) year terms on the anniversary of each term, unless terminated in accordance with the terms of this Agreement. This Agreement may be terminated by either party upon written notice, without cause, provided however, such termination shall in no way affect the rights or obligations of the parties hereto with respect to any purchase and/or sell orders which remain uncompleted.

## VI. JOINT ACCOUNT

In the event that this Agreement is executed by more than one CUSTOMER, having joint or several rights in or to the Physical Product which may be purchased or sold hereunder, or with respect to this Agreement, CUSTOMER has agreed, individually and collectively, that each have the right, power and authority to purchase or sell Physical Product on behalf of both of them and to take whatever action that may be necessary or appropriate to this Agreement or under any agreement entered into with respect to the purchase or sale of products through GVG as if each of them alone were the CUSTOMER of record with respect thereto. The actions of any one of them shall bind all. CUSTOMERS herein agree to save, hold harmless and indemnify GVG, its affiliates or assigns, from any actions taken or refrained from by GVG, its affiliates or assigns, in reliance upon this representation, whether said representation was made orally or in writing. Notwithstanding the foregoing, the liability of each CUSTOMER as a result of any transactions entered into pursuant hereto shall be joint and several.

## VII. DELIVERY OF PRODUCTS

The customer, when purchasing under the terms and subject to the conditions of this Agreement, has the following options of delivery available.

### 1. Cash Paid for Product:

- A. **Immediate Home Delivery.** This option will include additional expense for delivery, handling, and insurance.
- B. **Immediate delivery to Customer's Account with GVG.** GVG maintains omnibus facilities segregated from GVG's assets. Such segregated omnibus accounts shall be separate and apart from the general accounts of GVG but shall be aggregated with the accounts of the other customers of GVG. The paid for products of the customers may at the option of the customer, be placed in such omnibus accounts, and if so, shall become susceptible to a storage/service fee of 1.5% of the weighted average value of the product on an annual basis or such other fee as GVG may, from time to time, establish without prior notice.

The customer herein agrees to pay GVG said billings upon presentation to the CUSTOMER. (Said billings are sent monthly to the customer.) The Customer may utilize GVG's credit facilities for the Accrual of the storage/service fees. The customer further grants GVG a general lien and security interest in all product owned by the customer held in such accounts. The customer can request home delivery or sell products held in such accounts provided all applicable storage/service fees and obligations of the customer due to GVG have been paid to GVG. This general lien and security interest shall be continuing in nature and the customer shall not place or allow to be placed, any lien or other security interest on product held for customer in such omnibus accounts.

### 2. Credit Purchases:

In the event the customer wishes to purchase from GVG, wherein the customer wishes to pay a portion of the purchase to GVG, the following terms and conditions shall apply to the unpaid balance (Refer to Credit Line, Account Terms and Conditions.)

## VIII. LINE ACCOUNT TERMS AND CONDITIONS

- 1. Customer and GVG shall agree upon the quantity and type of product ordered by customer.
- 2. Immediately upon placing an order, customer shall pay to GVG a minimum of twenty (20%) percent of the total market value of the customer's purchase.
- 3. **Credit Fee**
  - a. The credit fee which might also be referred to as a finance charge is the dollar amount that the credit (i.e., the balance due to GVG) will cost the customer. The credit fee will consist solely of credit fees on the customer's total outstanding balances due to GVG, from time to time, and it will be charged to the customer's unpaid balance, monthly. The credit fee will begin to accrue from the date of inception of each transaction wherein the customer's order results in a "net balance due" to GVG.
  - b. The CREDIT FEE RATE is a variable rate, which may change daily. In computing your monthly charges, GVG will apply the CREDIT FEE RATE for each day of the month (the daily periodic rate), to your daily outstanding balance due, which is described below. To learn the rate currently in effect on your outstanding credit balance, contact GVG or call your Independent Broker (Retail Dealer).

- c. The amount of the CREDIT FEE CHARGE will be determined as follows:

On all outstanding balances due GVG, credit fee at the rate of JPMorgan Chase Prime or base Rate plus 6% per annum. In computing your monthly credit fee charges, GVG will apply the credit fee rate for each day of the month to your total daily outstanding balance due to GVG.

To determine your daily outstanding balance due GVG will start with the opening balance for the day, add the amount of any new balances due, or other charges incurred on that day and subtract any payments received or credits attributable to that day. GVG will then apply the credit fee to the net balance due to GVG for that day and add each day's charges to obtain the monthly credit fee charge.

#### **Annual Percentage Rate**

As the credit fee may also be referred to as a finance charge, it is necessary to express the credit fee in terms of a yearly rate (ANNUAL PERCENTAGE RATE).

The ANNUAL PERCENTAGE RATE is the total CREDIT FEE charge expressed as a yearly rate. It is the rate stated in terms that reflects the JPMorgan Chase Prime or Base Rate plus 6%. Because the JPMorgan Chase Prime or Base Rate may change daily, it is not possible to state an ANNUAL PERCENTAGE RATE in this Agreement, but your monthly statements will show what your ANNUAL PERCENTAGE RATE would be if your credit fee charges for the rest of the year duplicated those for the period reflected in the monthly statement. (For example, if the JPMorgan Chase Prime or Base Rate throughout the entire year is 5% the ANNUAL PERCENTAGE RATE would be 9%).

#### **4. Security Interest**

Any and all assets, equity therein, of the customer and any other property and assets of whatsoever nature and kind, both present and future, that the customer has in any account with GVG or affiliates thereof, shall be subject to a general lien and security interest for the discharge of obligations of the customer to GVG.

Notwithstanding the above, the customer agrees that customer shall not have any claim or demand against any affiliate or affiliates of GVG arising out of this Agreement, and customer further acknowledges that customer shall look solely to GVG for any, and all claims which might occur.

#### **5. Equity Requirements**

The customer will at all times maintain in the account of the customer such equity as is required by GVG, from time to time, and the customer will promptly meet all Equity Calls.

#### **6. Satisfaction of Obligations**

The customer shall at any time upon demand from GVG, whether made orally or in writing, discharge all obligations of the customer to GVG. Whenever GVG shall deem it necessary for its protection, to sell any or all of the customer product in order to satisfy any obligation of the customer to GVG, in part or in whole, such sale may be made according to GVG's sole judgment and may be made at GVG's sole discretion on any exchange, or other market where transaction in such products are ordinarily transacted, or a public auction or private sale, without advertising the same and without notice to the customer, and without prior tender, demand or call of any kind upon the customer.

#### **7. Title of Product on Credit Line Purchase**

Title of products on credit terms will be passed on to the customer immediately upon initial purchase by the customer. Same shall be evidenced by GVG's confirmation to the customer. Likewise, when the customer sells product from his account to GVG, title will immediately transfer to GVG or its assigns. During such times as the customer's product remains in the customer's account with GVG, with outstanding balances due GVG, the customer grants GVG the right of full and equal offsetting hypothecation of the product and balances due GVG. In doing so, the customer acknowledges that GVG may cover its obligation of product and provision of credit to the customer either through GVG's own inventory, bank loans or loans from other financial institutions, or other sources deemed appropriate by GVG. GVG herein warrants to the customer that at all times customer maintains product in customer's account with GVG, that GVG shall maintain through a combination of any or all of the above methods of hypothecation, full and complete ability to deliver, or sell all product in customer's account (except as previously discussed and under "Force Majeure" and in the Risk Disclosure Document). At no time shall GVG have any liens on customer's product in excess of customer's balances due to GVG, or affiliated companies or combination of both.

#### **8. Credit Line Equity Requirement**

GVG currently provides credit terms to a maximum of 80% of the market value of product held in the customer's account (loan to value ratio). GVG reserves the right to alter, change, or otherwise modify its credit terms at any time without prior notice to the customer.

#### **9. Equity Call**

Should the total credit balances due GVG in the customer's account become 85% or more of the market value of the products held in the customer's account, the customer must immediately take the necessary steps to restore the equity in the account to a minimum of 20%. This may be accomplished by the following methods:

- a. Providing additional product (either fully paid for or on credit terms).
- b. Reduction of credit balance due to GVG.
- c. Partial or complete liquidation.

#### **10. Warning**

Equity calls will be issued to the customer by GVG either orally or in writing. However, GVG is neither responsible nor required to make such demand. It is the responsibility of the customer to monitor the values of customer's product and to communicate with GVG, and to be aware of his/her equity levels. Non response of the customer to restore the equity in the customer's account to the minimum then required by GVG, (currently 20%) within 24 hours of achieving 15% equity or less, may result in partial or total liquidation of the customer's product.

### **IX. TAXES**

Any applicable federal, state, or local taxes imposed upon transactions will be the sole responsibility of the CUSTOMER.

### **X. ARBITRATION**

The Customer agrees that any disputes relating to this Agreement will be submitted to binding arbitration. The venue for any such arbitration shall be exclusively in Edmonton, Alberta, Canada, and all parties agree that any arbitration award shall be binding and convertible to a Canadian judgment subject to the laws of Canada and further subject to any modifications thereof permissible there under.

The Customer hereby accordingly waives the right to any other remedy or to proceed with any court action and further hereby waives jurisdiction and venue other than as set forth in this Agreement.

### **XI. ENTIRE AGREEMENT**

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and the customer acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in the Agreement shall be valid or binding.

### **XII. NOTICES**

All written notices served by either party hereunder shall be sent by certified mail, return receipt requested, or by telegraph or telefax or email communication. All notices served by CUSTOMER shall be sent to GVG at the addresses set forth herein. All notices served by GVG shall be sent to the CUSTOMER at the addresses provided by the CUSTOMER herein, or to such other addresses as Customer shall specify in writing.

### **XIII. MISCELLANEOUS**

- A. Non-Waiver. Any failure or delay by GVG in exercising any right, power, or remedy hereunder shall not operate as a waiver, and no single or partial exercise of any right, power, or remedy by GVG hereunder shall preclude any other further exercise of any right, power, or remedy.



- B. Governing Law and Venue. This Agreement and the activities contemplated hereunder shall be governed by the substantive and procedural laws of Canada without respect to Canadian conflict of law rules, and venue of any dispute resolution shall likewise be in Canada without respect to Canadian conflict of law rules.
- C. Severability. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the existing statute, law, ordinance or regulation. In the event that any part, article, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail on account thereof and the balance of the Agreement shall continue in full force and effect. If any arbitration deems any provision here of (other than for the payment of money) unreasonable, said arbitration may declare a reasonable modification thereof and this Agreement shall be valid and enforceable and the parties hereto agree to be bound by and perform the same as thus modified.
- D. Titles. The titles and subtitles for the various sections and paragraphs of this Agreement are inserted for convenience of the parties and shall not be deemed to affect the meaning or construction of any terms, provisions, and conditions of this Agreement.

GVG ADDRESSES

Mailing Address:	13037 156 Street NW Edmonton, Alberta T5V0A2
Fax:	780-306-1161
E-Mail:	info@globalvaultgroup.com
Website:	www.GlobalVaultGroup.com
Customer Service:	833-GVG-GOLD

PLEASE RETAIN FOR YOUR RECORDS