

Coins, Bullions, and Foreign Currency

## Morgan Bradford Financial Customer Purchase Agreement

This Agreement is made and entered into this
day of, 20 by and between MORGAN
BRADFORD FINANCIAL, INC. a California corporation (hereafted
"MBF") and
Please Print Name
DI DI ALI
Please Print Address

- 1. PURPOSE OF AGREEMENT: MBF is in the business of buying and selling precious metals of all kinds. This agreement pertains to transactions between the parties, regardless of whether said transaction includes trades, purchase or sales. It is further understood by and between the parties that MBF does not offer to purchase or sell and does not purchase or sell options or contracts for future delivery. MBF neither holds nor stores goods for it's clients. Upon completion by the client of the client's obligations as set forth in this document and any other document executed by the parties relating to transactions between the parties, MBF releases any title that it might have over any commodities purchase or sold for it's client.
- 2. PURPOSE OF THIS AGREEMENT: Throughout this agreement, the client opens an account with MBF for the purchase, sale or trade of precious metals, numismatic coins, or foreign currencies. Said account shall be the designated account and shall be used in all transactions between the client and MBF from the date of the agreement henceforth.
- 3.1 CUSTOMER PURCHASES: At the time of time of verbal confirmation of a purchase, client will be advised of the full amount due for the purchase. If sufficient funds are not already in Customer account with MBF, client will be advised of the balance and the due date ("date due") by which MBF must receive the balance due from on or behalf of client. Failure of MBF to receive such payment by the due date shall constitute a default by client. Upon default, MBF will be relieved of all obligations under this transaction and may recover from client as liquidated damages the difference between the purchase price agreed to by client and MBF's bid price for the commodities at the time of default, plus MBF's buy and sell charges. Receipt and credit by MBF of MBF's funds after the due date shall not waive or limit MBF's remedies for default.

- 3.2 CUSTOMER SALES: Upon verbal confirmation of sale to MBF, client will be advised of the date ("date due") by which client must make delivery to MBF. Failure by client to effect delivery by due date shall constitute a default. Upon default, MBF will be relieved of all obligations under this transaction and may recover from client as liquidated damages the difference between the purchase price agreed to by client and MBF's asked price for the commodities at the time of default, plus MBF's buy and sell charges. Receipt of commodities from clients after the due date shall not waive or limit MBF's remedies for default.
- 3.3 DELIVERY OF PURCHASES: Upon receipt of commodities and all funds on behalf of client in full payment for the purchase of commodities, MBF shall, according to client's instructions, either deliver the commodities (i) to client; (ii) client's appointed agent or designee, or (iii) to a bank or financial institutions designated by client (hereafter referred to as "bank") to be held on client's behalf. Delivery of commodities shall be made by MBF within fourteen (14) days after MBF's receipt of commodities or funds from or on behalf of client, or such shorter time as may be required by any applicable law.
- 3.4 DEMAND RIGHTS AND OBLIGATIONS: In the event MBF in it's sole discretion determines that conditions in the marketplace so warrant, MBF may, at any time, require client to pay the full balance due on a client purchase or deliver the commodities due on a client sale within twenty-four (24) hours after demand made by MBF. Failure of client to comply shall constitute a default by client and can be governed by the provisions regarding default contained in paragraph 3.1 (for client purchase) or paragraph 3.2 (for client sales) of this agreement.
- 3.5 SPECIFIC QUANTITIES: All purchases and sale of commodities under this agreement will relate to such specific forms, types, and quantities of goods as are agreed between MBF and client at the time a purchase or sale is made.
- 3.6 PASSAGE OF TITLE: Title to commodities purchased by client shall pass to client upon delivery to the client, the client's appointed agent or designee or the bank to be held for the customer. If portions of the commodities are delivered at different times, title shall pass to client to those portions when and as delivered. Title to commodities purchased by MBF from client shall pass to MBF.

## 3.7 BANK FINANCING ON CLIENT PURCHASE:

Although MBF may refer client to a bank or other financial institution to apply for financing on purchase of commodities hereunder, MBF does not guarantee the availability of such financing and makes no representation or warranty regarding the terms and conditions of any financing which may be available. Client shall remain responsible to timely pay MBF full purchase price for commodities purchased hereunder even if client has not obtained financing.

- 4. BUY AND SELL COMMISSIONS: Client will pay to MBF for each purchase or sale, respectively, the prevailing buy or sell commission. MBF's current buy and sell commissions will be furnished to client upon request. MBF reserves the right to change prospectively at any time at its sole discretion the rate of it's commission.
- 5. PRICING POLICIES: MBF acts as a principal and as such sells and buys from clients on it's own behalf. It is not an exchange. MBF quotes a selling price (asked price) and a price at which it will buy (bid price). These prices are established by MBF upon it's analysis of commodities and may change many times during the day. MBF's bid and asked prices are not necessarily tied to prices quoted by any other organization. MBF reserves the right to change it's prices and spread between bid and asked prices prospectively at any time.
- 6. FORCE MAJEURE: In the event of adverse conditions in the marketplace or other factors beyond the control of MBF, including, but not limited to, acts of God, national emergencies, adverse changes, or the failure or delay of supplies, the maximum time for delivery of such commodities by MBF may, unless prohibited by any applicable law, be extended indefinitely during the period of such adverse circumstances. MBF 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 MBF.
- 7. GOVERNING LAW: This agreement is entered in accordance with and shall be governed by California law, provided that if any California law shall dictate that the laws of another jurisdiction be applied in any proceeding, and the remaining laws of California shall nevertheless be applied in such proceeding.
- 8.ARBITRATION: Nonwithstanding any other provision contained herein, any claim or controversy arising out of or relating to this agreement or any dealings between client and MBF shall be settled by arbitration before the American Arbitration Association, in accordance with it's commercial arbitration rules in effect at the time of commencement of said arbitration proceedings.
- 9. LOCATION OF LEGAL PROCEEDINGS: Any arbitration or other legal proceedings arising out of or relating to this agreement or any dealing between client and MBF, whether brought before or after any termination of this agreement, shall be brought and heard only in the County of Los Angeles, State of California and both parties hereto expressly waive their rights under Part II, Title IV of the Code of Civil procedures of the State of California, or to any other law or rule, to cause any such proceedings to be brought or heard in any other location.

- 10. SEVERABILITY: Nothing contained in this agreement shall be constructed as requiring the commission of any act contrary to law. Whenever there is a conflict between any provision of this agreement and any present or future applicable statute, law, ordinance or regulation governing the transaction hereunder, the latter shall prevail, but in such event the provisions of this agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, in the event that any part, article, paragraph, sentence or clause of the agreement shall be held to the 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.
- 11. TAXPAYER I.D. NUMBER AND TAXES: Customer certifies under the penalties of perjury that the taxpayer identification number (Social Security Number) or Employer Identification Number below is correct and that client had not been notified by the Internal Revenue Services that he/she is a "payee under reporter" user section 3406 (a) (b) (c) of the Internal Revenue Code. Any taxes imposed upon any transaction between client and MBF shall be the sole responsibility of the client.

Name(s) of Client(s) (please print)	
Client Signature	Date
Client Signature	Date
Social Security or Employer I.D. #'s	
Home Telephone	Business
Single Owner Trustee for:	
Joint Tenants with	
Right of Conservatorship	
Tenant in Common	