

FISHER | CAPITAL

SHIPPING AND TRANSACTION AGREEMENT

CUSTOMER INFORMATION	Customer Name: _____		
	Street Address: _____	Evening Phone: _____	
	City / State / Zip: _____	Daytime Phone: _____	
	Email Address: _____		
	By initializing in the space provided, and by your signature on this agreement, you hereby expressly authorize Fisher Capital to telephone you at the numbers(s) provided above, irrespective of whether or not your telephone number appears in the "National Do Not Call Registry." 16 CFR§310.4(b)(1)(iii)(B)(i) and (ii).		
		_____ Initial Here	

IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS AGREEMENT AND THAT YOU SEEK THE ADVICE OF YOUR ATTORNEY, TAX, AND/OR FINANCIAL ADVISOR. BY SIGNING THIS AGREEMENT, YOU REPRESENT THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS IN THIS AGREEMENT AND YOU HAVE CONSULTED WITH OR HAD THE OPPORTUNITY TO CONSULT WITH YOUR ATTORNEY, TAX AND/OR FINANCIAL ADVISOR, AS NECESSARY, TO ENGAGE IN THIS TRANSACTION.

Fisher Capital and affiliates (collectively "Fisher Capital") and the executing Customer ("Customer") agree that the following terms and provisions for this Shipping and Transaction Agreement (the "Agreement"), shall govern pending and all future transactions and interactions (including communications) between the parties involving all transactions including but not limited to Precious Metals transactions in any form. This Agreement serves and applies to all purchases from and sales to Fisher Capital of concern to Customer, presently and future. The term "Precious Metals" as used in this Agreement means any precious metal, in any form, and shall include, but is not limited to, bullion rounds and bars, government minted coins and bars, semi-Numismatic rounds/coins and bars, exclusive rounds/coins and bars, and Numismatic rounds/coins and bars. Fisher Capital is not a investment advisor, consultant, brokerage or banking institution. Fisher Capital does not provide investment advisory or consultancy.

1. Delivery of Items Purchased:

Fisher Capital shall deliver the Precious Metals purchased by Customer to a suitable delivery service for delivery to Customer for cash purchase or an IRA approved depository for IRA transactions as specified at the time of order, no more than twenty-eight (28) days after Fisher Capital verifies that the Purchase Funds provided have been processed and cleared in its bank account, and Customer confirmed the purchase via recorded or written confirmation. Customer must confirm certain material terms for each sales transaction and acknowledge in writing or on Fisher Capital's recorded confirmation line before Customer's transaction is processed. Customer must deliver funds ("Purchase Funds") sufficient to cover the entirety of Customer's purchase from Fisher Capital within five (5) business days of placement of the order, wherein failure of payment or to accept delivery by Customer will result in Fisher Capital exercising the rights set forth in Paragraph 3 of the Agreement. The term "business day" shall have the meaning in this Agreement specified in California Civil Code § 2-21. Purchase Funds may be delivered by wire transfer, check or credit card. Checks are to be made out to Fisher Capital and may take up to twelve (12) business days (and in some cases longer) for verification of personal checks, whereupon all sales are final, unless otherwise noted in the Addendum below for specific state residents. All transactions and purchases are final and Precious Metals cannot be returned or refunded with the limited exception noted in Paragraph 8a. or as noted in the Addendum below for specific state residents 8.a. Wire transfer instructions are to be provided by a Fisher Capital representative. This Agreement must be completed, signed and returned to Fisher Capital before delivery of items.

2. Delivery of Precious Metals; Lost and Undelivered Purchases:

Fisher Capital shall deliver all Precious Metals purchased and paid for to be delivered to Customer's address congruent to the above Customer Information address, unless otherwise specified in writing at the time of Customer order. Fisher Capital alone shall determine the appropriate means of delivery to a Customer of Precious Metals purchased with a reputable, suitable, and nationally recognized delivery service for delivery to Customer upon Fisher Capital's verification that the Purchase Funds provided have been processed and

cleared. If any of the items ordered by Customer are lost prior to delivery or not received by Customer, then Customer must immediately notify Fisher Capital, in writing, Attention: Customer Service, 30 N Gould St #9866, Sheridan, WY 82801. If Fisher Capital verifies through its delivery service that Customer Precious Metals items were lost prior to delivery or never delivered, Fisher Capital shall, within forty-five (45) days of such verification, in its sole discretion, either refund to Customer the full purchase price for such lost or undelivered Precious Metal items or replace such items with other Precious Metals of the same denomination or type and grade. Fisher Capital does not assume responsibility for any order of Precious Metals that are lost or undelivered to Customer once initial verification for delivery has been received by Fisher Capital. Fisher Capital does not assume risk of loss for any Precious Metal items purchased from Customer until purchased items are verifiably delivered and accepted by an authorized representative of Fisher Capital.

3. Remedy for Customer's Failure to Perform:

If Customer does not accept delivery of the Precious Metals ordered or does not complete payment when due, Fisher Capital, in its sole discretion, may cancel the transaction and/or resell the Precious Metal products ordered on a wholesale, retail, or other basis. If the proceeds gained from said resale are less than the contracted price with Customer, then Fisher Capital shall be entitled to recover from Customer the difference thereof in the resale price and Customer's contract price, in addition to all incidental damages garnered by Customer's failure to perform. If the proceeds from such resale are more than the contract price with Customer, Fisher Capital shall be entitled to keep the amount over order cost to cover Fisher Capital's liquidated incidental damages given that the amount of actual damages under such circumstances would be too speculative to calculate.

4. IRA Investment Accounts; Retirement Account Investments:

Please note that purchasing and holding Precious Metals as an investment in an IRA or retirement account incurs additional fees charged by third parties, not Fisher Capital, such as costs of holding Precious Metals in an IRS approved depository and custodial fees which are charged directly to Customer by third parties. Furthermore, there are no written requirements or calculations proven to deduce what percentage of Customer's retirement account should be invested in Precious Metals. Customer may transfer and/or rollover any portion of Customer's existing retirement account into a Precious Metals IRA or retirement account pertaining to Customer's financial needs. Fisher Capital makes no representations regarding the legal, investment, or tax consequences of purchasing and holding Precious Metals as an investment in an IRA account or the transfer and/or rollover of any portion of Customer's existing retirement account into a Precious Metals IRA.

5. Warranty; Sales Representatives Not Authorized To Make Representations or Warranties:

Fisher Capital warrants and represents, subject to the other terms and restrictions set forth in the Agreement and upon delivery of Purchase Funds as provided herein, that it will cause to be delivered to Customer the denomination/type and grade for the specified Precious Metals ordered by Customer. Fisher Capital is not a grading service and will rely upon the opinions of the independent grading of one of the following grading services or service of similar standing: Professional Coin Grading Services (PCGS), Independent Coin Graders (ICG), The Numismatic Guaranty Corporation (NGC), ANACS and Certified Acceptance Corporation (CAC). Fisher Capital does not independently verify the grade and authenticity of the Precious Metals. Customer agrees and understands that the only representation and warranty that Fisher Capital provides is contained in this paragraph of the Agreement and this is the only representation and warranty that Customer may rely upon in purchasing Precious Metals from or selling Precious Metals to Fisher Capital. Fisher Capital and its officers, agents, employees, account executives or other representatives are neither authorized to make any other representations or warranties concerning any Precious Metals that Fisher Capital is selling or purchasing under the Agreement.

6. Disclaimer of Express and Implied Warranties:

OTHER THAN AS REPRESENTED IN PARAGRAPH 5, THE PRECIOUS METALS SOLD BY FISHER CAPITAL PURSUANT TO THE AGREEMENT ARE SOLD ON AN "AS IS" BASIS AND FISHER CAPITAL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OR FITNESS FOR A PARTICULAR PURPOSE.

7. Representation/Grading of Precious Metals

Fisher Capital may acquire Precious Metals for resale to its customer and/or including Customer. Fisher Capital relies on nationally recognized third-party grading services such as Professional Coin Grading Services (PCGS), Independent Coin Graders (ICG), The Numismatic Guaranty Corporation (NGC), ANACS and Certified Acceptance Corporation (CAC). Since grading standards are subjective which mature over time and various grading services and examiners reach different conclusions on the grade of a coin, Fisher Capital does not guarantee that coins it sells will achieve the same grades.

8. Fisher Capital's Exchange/Refund Policy:

a. Replacement of Grade Disputed Exclusive or Numismatic Precious Metals: Customer understands and agrees to careful inspection of each Precious Metal item upon delivery and receipt. If Customer is dissatisfied with the quality of an exclusive or Numismatic Precious Metals product purchased from Fisher Capital, then Customer should immediately notify Fisher Capital. If Customer expresses a written statement of dissatisfaction about the exclusive or Numismatic Precious Metals products purchased from Fisher Capital within fifteen (15) days of delivery of the exclusive or Numismatic Precious Metals product purchased and the original container and holder for which the product in question was delivered remains unopened, unremoved and untampered within any respect, then Fisher Capital shall replace the exclusive or Numismatic Precious Metals product in question with another appropriate exclusive or Numismatic Precious Metals product of the same denomination/type and grade, and Customer expressly waives any other rights or remedies under any such laws and regulations that may be waived. Fisher Capital, in its sole discretion, may permit Customer to upgrade to a higher value exclusive or Numismatic Precious Metals product as part of this replacement process, provided Customer disburses Purchase Funds to cover the difference between the contract price of the exclusive or Numismatic Precious Metals product previously purchased and Fisher Capital's current sales price for the higher value exclusive or Numismatic Precious Metals product to be substituted in replacement. Fisher Capital retains sole discretion to determine if another exclusive or Numismatic Precious Metals product of the same denomination/type and grade is not reasonably, commercially available, Fisher Capital may elect, at its sole option, to replace the exclusive or Numismatic Precious Metals product with a reasonably comparable exclusive or Numismatic Precious Metals product, even though of a different denomination/type and grade.

b. Repurchase/Cancellation Term: States' Rights: Fisher Capital is prohibited under law from guaranteeing a repurchase for Customer's Precious Metals that Fisher Capital sells. Fisher Capital does not guarantee that it will repurchase any Precious Metal product that Customer may purchase. With exceptions noted in Paragraph 8.a. and the attached Addendum hereto for certain state residents, Fisher Capital offers a seven (7) day right to request cancellation of Customer's purchase from Fisher Capital for exclusive or Numismatic Precious Metals products. Fisher Capital sells Precious Metals products other than exclusive or Numismatic Precious Metals products that are subject to price fluctuations outside of Fisher Capital's control and notwithstanding Fisher Capital is unable to rescind, cancel, refund or exchange Customer's order or this Agreement for all purchases other than exclusive or Numismatic Precious Metals products other than as noted herein, in Paragraph 8.a, and set forth in the attached Addendum.

c. First Offer for Repurchase: As of the date of transmission of this Agreement, Fisher Capital has not refused an opportunity to repurchase Precious Metal products from a Customer to this Agreement in a purchase from Fisher Capital. Customer understands and acknowledges that Fisher Capital encourages first offer of sale of Precious Metals, purchased from Fisher Capital, to be offered to Fisher Capital for repurchase rather than Customer's sale to a third party. Fisher Capital's current practice for repurchasing Precious Metals, which is subject to change at our sole discretion, is to offer repurchase of Precious Metals at the highest current wholesale price for such Precious Metals. Fisher Capital may increase or decrease our offer price on a daily, hourly or more frequent basis depending on various conditions such as market price, current inventory stock and the current market price of comparable Precious Metals products. Fisher Capital does not guarantee that repurchase offers made to Customer will be equivalent in value to offers made to wholesalers or other sellers for the same denomination/type or grade of Precious Metals products including but not limited to bullion, coins, exclusive and Numismatic Precious Metals products. Fisher Capital does not guarantee that our offer for repurchase from Customer will be a greater, equivalent or lesser value than what a third party may offer for the same Precious Metals product.

d. Delivery of Counterfeit Precious Metals/Bullion: Fisher Capital shall not be obligated to accept returns of any Precious Metals products sold to Customer for a refund other than return of counterfeit Precious Metals returned - congruent with Paragraph 8.a. in original holders and state within six (6) months of purchase. Fisher Capital's liability to Customer will be limited in the case of counterfeit Precious Metals, at Fisher Capital's sole discretion, to either (x) replacement of the Precious Metals or (y) return of Customer's Purchase Funds in voiding of the transaction subject to delivery of counterfeit Precious Metals. Fisher Capital hereby disclaims liability to Customer, including any liability for special or consequential damages or lost profits as a result of the purchase of counterfeit Precious Metals. Furthermore, Fisher Capital shall not be liable in any event for replacements or refunds of Customer Purchase Funds for any counterfeit Precious Metals purchased by Customer after six (6) months or more have passed since the date of original purchase regardless of when Customer became aware of the possible claim. All Precious Metals and bullion transactions are final - in accordance with Paragraph 8.a unless the purchased bullion item is proven to be false by a competent authority accepted as such by both Fisher Capital and Customer or as noted in the Addendum below for certain state residents.

9. Purchase Price: Sales:

a. Precious Metals Product Sales: Customer agrees, understands and affirms that Customer must be able to sell purchased Precious Metals in the future for a price high enough to cover Customer's initial investment, including Spreads and Premiums, to make a profit from the purchase of Precious Metals products. The cost of an order at the purchase price Customer agreed to pay incorporates Fisher

Capital's proceeds on the transaction. Fisher Capital's proceeds are the difference between Fisher Capital's acquisition cost of Precious Metals products and the price Customer pays, which includes the cost of Fisher Capital's services, or any other related costs related to the transaction or Customer Purchase Funds per this Agreement. Within the Precious Metals marketplace, the difference between Fisher Capital's cost on the day of the purchase - the price for which Customer has agreed to buy is known as the "Spread." Fisher Capital's proceeds on the transaction may be subject to negotiation and may be more or less than the proceeds quoted to others in comparable transactions concurrently occurring, occurring in the future, as past transactions or charged to Customer in past, present, or future transactions. The difference between the acquisition cost for Precious Metals and the purchase price does not reflect the proceeds on the transaction that Fisher Capital collects. The purchase price and Spread in some part accounts for services performed by Fisher Capital and/or other companies, distributors or otherwise agents to the Transaction. Fisher Capital's cost on the day of the purchase also includes a Premium, with where ("Premium") is defined as additional cost over Spot Price, which accounts for costs of doing business, such as but not limited to fabrication, distribution, rarity and Numismatic value. Spreads vary extensively by Precious Metals product, by volume, customer and over time.

b. Product Quotes: Fisher Capital's Precious Metals products price quotes to Customer for common bullion Precious Metals products (i.e., rounds and bars that ordinarily trade in concurrence with the Spot Price for the given commodity such as American Eagle coins, Canadian Maple Leaf coins, good delivery bars, etc.) are typically four percent (4%) for cash, and seven percent (7%) for IRA purchases. These numbers are only examples of general ranges and approximations, which are subject to change for various reasons. Spreads vary based on the quantity of purchase, the availability of Precious Metals products, market forces such as sudden spikes in demand and the timing of transactions, among other things. The actual Spread on any transaction could be within - or outside of - the above stated price ranges. Fisher Capital's Precious Metals products price quotes to Customer for exclusive and/or Numismatic Precious Metals products such as Saint Gaudens, Barber Half Dollars, Proof Products, Canadian Wildlife Series, Australian Lunar Series, Perth Mint Limited Bullion Series, St Helena Minted Coins, (and all other graded, exclusive or collectible Precious Metals products) are upwards of forty-three percent (43%). Spreads for exclusive and Numismatic Precious Metals vary on any particular transaction and could be any amount within or outside of those ranges.

c. Customer Quotes: Customer may, via written or oral communication, request Fisher Capital to provide a Market Value estimate. The meaning of ("Market Value") is the price at which the property (Precious Metals) would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts, pursuant to Treas. Reg. 20.2031-1(b) and 454 U.S. 1011. Customer agrees, understands and affirms that the Market Value estimate from Fisher Capital may or may not be the same, less or more than Fisher Capital's repurchase price as a willing buyer. Fisher Capital provides a Market Value quote based on the most recently available purchase price from customers of Fisher Capital or on the open market of similar or same denomination/type and grade of bullion, exclusive or Numismatic Precious Metals. Fisher Capital shall retain full discretion and judgment of what constitutes price of Market Value at the time of appraisal based on available public and private information in the Precious Metals market and for specific Precious Metals products. Market Value estimate does not represent a quote for repurchase, in accordance with Paragraph 9.a of the Agreement. Upon request of a repurchase quote, Fisher Capital retains sole right to submit repurchase prices for a Precious Metals product that may be different from each other depending on market conditions and Fisher Capital inventory. Fisher Capital bases its quotes on a variety of factors, which are not necessarily tied or related to the prices quoted by, or factors considered by, its competitors. If Customer requests a quote on Precious Metals holdings from Fisher Capital, specify whether the quote is submitted for additional purchase of Precious Metals or to sell existing holdings, as Fisher Capital's "bid" (buy from Customer) is and "ask" (sell to Customer) quotes will vary. Fisher Capital bases its quotes on a variety of factors, stated in Paragraph 9.a.

d. Due Diligence: Customer understands, agrees and affirms that it is their own responsibility to verify the order and Fisher Capital's proceeds with a Fisher Capital account executive before proceeding with placing an order, per the terms of this Agreement. Customer will agree to and authorize all purchases verbally and/or in writing before sale is finalized. Authorizations include but are not limited to, item, sale price and quantity. The purchase invoice cost and Fisher Capital repurchase price for a product may vary depending on market conditions and Fisher Capital's inventory. A shipping and insurance fee will be charged for each order shipped. Customer acknowledges that Fisher Capital's classification of Precious Metals into categories based on rarity and other qualities is only an opinion and may change due to change in known supply, for instance. Other dealers or investors may classify the same Precious Metal item differently than Fisher Capital. Fisher Capital bases its prices, Spreads, and proceeds on classification determination of the Precious Metals product.

10. Holding Term/Investment Goal; No Council; Investment Risk; Commissioned Account Executives:

a. **Holding Term/Investment Goals:** Precious Metals involve risk due to market price volatility and may be affected by a variety of factors such as economic conditions, political events, shifts in monetary policy worldwide, supply and demand dynamics, speculation and warehousing stock-to-flow dynamics, among others. Fisher Capital is a seller and purchaser of Precious Metals. Customer acknowledges and agrees that (i) no fiduciary relationship exists between Fisher Capital and Customer, (ii) the decision to purchase or sell Precious Metals, and which Precious Metals to purchase or sell, are Customer's decision alone, (iii) purchases or sales are subject to Customer's own discretion and discernment (iv) in no event shall Fisher Capital have any obligation or liability (whether in tort, contract, warranty, or otherwise, and notwithstanding any fault, negligence, or strict liability), for any indirect, incidental, special or consequential emotional pain, emotional suffering or emotional harm sustained or arising from or related to any transaction with Fisher Capital pursuant to this Agreement - even if Fisher Capital is advised of the possibility of such damages. As a buyer and seller of Precious Metals, Fisher Capital is prepared to compare and contrast various Precious Metals that are available for purchase or that Fisher Capital is willing to purchase. Customer expressly acknowledges and agrees to hold Fisher Capital harmless for any damages arising out of the performance by Fisher Capital of this Agreement.

b. **No Counsel:** Fisher Capital does not provide tax, investment, or legal advice or advisory services, and no one associated with Fisher Capital is authorized to provide any such advice or services. Any written or oral statement by Fisher Capital, its officers, agents, account executives or the representatives relating to future events, or the attributes of certain Precious Metals are opinions only. Such statements, if any, are not representative of fact. Fisher Capital or any of its affiliates, assigns, successors, agents, employees, contractors, or other representatives do not provide legal, investment or tax advice and Customer acknowledges that Customer has been notified to seek counsel from a third party and qualified tax advisor, regarding the tax consequences of Precious Metals investments. Fisher Capital makes no representations regarding the legal, investment, or tax consequences of holding Precious Metals as an investment in an IRA.

c. **Investment Risk:** It is unfeasible to forecast with accuracy the future value of Precious Metals or how events, market dynamics or how a single or combined change in variables will affect prices of Precious Metals. In the opinion of Fisher Capital, Precious Metals should be considered a long-term investment. Customer assumes the risk of all investment decisions regarding Precious Metals that Customer purchases from Fisher Capital and Fisher Capital makes no guarantee or representation regarding Customer's potential or ability to profit and avoid loss from any purchase. Customer should be prepared to hold all Precious Metals purchased - from Fisher Capital or otherwise - for a minimum of three to five years, preferably five to ten years, to maximize results. For Customer to make a profit, the Spot Price (as defined in Paragraph 10.e) of the Precious Metals must appreciate enough to cover the Spread and the Premium as set forth in paragraph 9.a, plus liquidation fees, if any. In the opinion of Fisher Capital, Customer should only invest capital that is designated to be held for at least this period of time. Fisher Capital does not and cannot guarantee or represent that Precious Metals will appreciate at all or sufficiently enough for Customer to profit at the expiration of this or any other period of time. However, Precious Metals, like all investments, carry capital risk. Customer understands that past performance cannot be an indicator for future performance. Precious Metals may increase in worth, decrease in worth, or remain at the same price depending on various factors.

d. **Allocation:** Fisher Capital believes that Customer should not invest more than twenty percent (20%) of Customer's available investment capital in Precious Metals, provided that if any of Customer's available investment capital is in the form of securities, then Fisher Capital makes no such allocation recommendations. Precious Metals are inappropriate as an investment vehicle for investors pursuing income, as Precious Metals do not generate a yield. Customer agrees, understands, and acknowledges that for all transactions with Fisher Capital, Precious Metals product orders are generated per Customer request. Furthermore, Customer also agrees that the purchase of all products and services or other transactions of Fisher Capital are based solely on Customer request, discretion and free will and done without advisory from Fisher Capital in accordance with this Agreement.

e. **Volatility:** Customer acknowledges that the Spot Price of Precious Metals do not necessarily track correspondingly with the products Customer purchases, where ("Spot Price") is defined as the price for which a specific base or unrefined commodity can be bought or sold for immediate delivery - sometimes this may be referred to as the melt value. Customer acknowledges that Precious Metals markets can be volatile over time.

f. **Salespersons:** Spot Price and liquidation value for the Precious Metals purchased by Customer under this Agreement may perform differently from one another. Fisher Capital's account executives are not licensed investment or financial advisors and their knowledge of Precious Metals and the Precious Metals marketplace may vary significantly. Fisher Capital's account executives are commissioned salespersons with base earnings - at least in part - coincident with the amount and profit margin of the Precious Metals they sell and may receive higher commissions from presenting one Precious Metal product over another. Additionally, Fisher Capital's account executives

may collect other compensation connected to sales activity such as sales contests; bonuses associated with the sales of particular denominations, types and grades of Precious Metals sold.

g. Permission to Record Calls: Customer understands, agrees and acknowledges that Fisher Capital records telephone calls with prospective customers and/or Customer, for the purposes of avoiding and/or preventing fraud and/or to verify Customer's consent to the Fisher Capital purchase terms and conditions, for quality/training purposes and/or other reasons. Fisher Capital has obtained consent from Customer to all such recordings of Customer by Fisher Capital to the extent consistent in which consent is required under any state or federal laws or statutes.

11. No Liability for Consequential Damages: Limitation of Liability: FISHER CAPITAL SHALL NOT UNDER ANY CIRCUMSTANCE OR EVENT HAVE ANY LIABILITY OR OBLIGATION (WHETHER IN TORT, CONTRACT, WARRANTY, OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, OR STRICT LIABILITY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUSTAINED OR ARISING FROM OR RELATED TO ANY TRANSACTION COVERED BY THIS AGREEMENT, EVEN IF FISHER CAPITAL WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, FISHER CAPITAL'S LIABILITY TO CUSTOMER FOR ANY REASON AND UPON ANY CLAIMS SHALL AT ALL TIMES BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRECIOUS METALS IN DISPUTE.

12. Miscellaneous.

a. Governing Law: Jurisdiction and Venue: This Agreement shall be governed in all respects by the internal laws of the State of California as such laws are applied to agreements between California residents entered into and performed entirely in California, without regard to its conflict of law principals. Customer acknowledges that Fisher Capital is conducting business in California and Customer acknowledges and agrees that Customer is transacting business in the State of California. Jurisdiction and venue for any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, or any other interaction between Fisher Capital and Customer, shall be in Los Angeles, California, and any party making a claim against Fisher Capital in whatever form hereby submits to a personal jurisdiction in that forum for any and all purposes.

b. Entire Agreement: Amendments by Fisher Capital: This Agreement constitutes the entire agreement and understanding between Fisher Capital and Customer with respect to the matters set forth herein and supersedes, integrates, and replaces any prior or contemporaneous agreements and understandings, whether oral or written, between and among them with respect to such matters, including without limitation, the confirmation as to the material terms for each sales transaction on Fisher Capital's recorded confirmation line. Customer shall not rely upon any statement made by or on behalf of Fisher Capital that is inconsistent with this Agreement. The provisions of this Agreement may be amended, modified, or waived only as provided for herein. A written waiver provided pursuant to this Agreement paragraph shall be effective only in the specific instances and for the specific purpose for which given. No failure or delay on the part of Fisher Capital in the exercise of any right, power, or privilege here under shall operate as a waiver of any such right, power, or privilege or shall any such failure or delay preclude any other or further exercise thereof. Customer hereby further agrees that Fisher Capital may amend this Agreement at any time, and from time to time; that Fisher Capital may give notice to Customer of any amendment by mailing as provided in Paragraph 12.c a copy of the amended Agreement, and that following such mailing, this Agreement as so amended shall govern any succeeding transactions between Customer and Fisher Capital.

c. Notices: Any notice required or permitted to be given by this Agreement shall be deemed to be given when personally delivered to the recipient thereof, when mailed by certified first class mail, return receipt requested, postage prepaid, or delivered by Federal Express or other reputable delivery service (e.g., UPS. etc.)to the appropriate recipient thereof, at the recipient's respective address set forth in this Agreement, or at any other address which a party may hereafter designate by written notice to the other party.

d. Severability: If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in full force and effect.

e. Arbitration of Disputes: CUSTOMER UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT CUSTOMER IS AGREEING FOR HIMSELF/HERSELF, AND FOR CUSTOMER'S SUCCESSORS, ASSIGNS, HEIRS AND/OR ANY PARTY ACTING ON CUSTOMER'S BEHALF, THAT ANY CONTROVERSY, CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT WILL BE RESOLVED BY BINDING, INDIVIDUAL

ARBITRATION PURSUANT TO THE CONSUMER ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) AND CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY. AS AN ALTERNATIVE, CUSTOMER MAY BRING A CLAIM IN A “SMALL CLAIMS”, IF PERMITTED BY THAT SMALL CLAIMS COURT’S RULES.

CUSTOMER MAY BRING CLAIMS ONLY ON HIS/HER OWN BEHALF. NEITHER CUSTOMER NOR FISHER CAPITAL WILL PARTICIPATE IN A CLASS ACTION OR CLASS- WIDE ARBITRATION FOR ANY CLAIMS COVERED BY THIS AGREEMENT. CUSTOMER ALSO AGREES NOT TO PARTICIPATE IN CLAIMS BROUGHT IN A PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE CAPACITY, OR CONSOLIDATED CLAIMS INVOLVING ANOTHER PERSON'S ACCOUNT, IF FISHER CAPITAL IS A PARTY TO THE PROCEEDING. THIS DISPUTE RESOLUTION PROVISION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. IN THE EVENT THE AAA IS UNWILLING OR UNABLE TO SET A HEARING DATE WITHIN ONE HUNDRED AND SIXTY (160) DAYS OF FILING THE CASE, THEN EITHER FISHER CAPITAL OR YOU CAN ELECT TO HAVE THE ARBITRATION ADMINISTERED INSTEAD BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICES. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. CUSTOMER UNDERSTANDS AND AGREES THAT BY ENTERING INTO THIS AGREEMENT, CUSTOMER AND FISHER CAPITAL ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. IF THE PROHIBITION AGAINST CLASS ACTIONS AND OTHER CLAIMS BROUGHT ON BEHALF OF THIRD PARTIES CONTAINED ABOVE IS FOUND TO BE UNENFORCEABLE, THEN ALL OF THE PRECEDING LANGUAGE IN THIS ARBITRATION SECTION WILL BE NULL AND VOID. THIS ARBITRATION AGREEMENT WILL SURVIVE THE TERMINATION OF YOUR RELATIONSHIP WITH FISHER CAPITAL. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION CUSTOMER AND FISHER CAPITAL EACH WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT CUSTOMER AND FISHER CAPITAL SHALL LITIGATE EXCLUSIVELY IN THE COURTS LOCATED IN LOS ANGELES, CALIFORNIA.

f. Force Majeure: Fisher Capital shall not be liable for any loss caused directly or indirectly by any exchange or market ruling, government restriction, any “force majeure” event (e.g. Acts of God, pandemic, fire, war, terrorism, earthquake, flood, embargo, sabotage, explosion, bank failure, insurrections or civil commotions, riots, general internet or wireless communication or power failure, failure and/or error in or of Fisher Capital's internal computer systems, labor shortage or dispute, or governmental act), or any other cause beyond the reasonable control of Fisher Capital.

g. Descriptive Headings: The headings used in this Agreements are descriptive only and for the convenience of identifying the provisions hereof and are not determinative of the meaning or effect of any of the provisions of this Agreement.

h. Counterparts: This Agreement may be executed in counterparts, and each counterpart of this Agreement executed by one or more of the parties hereto shall be deemed an original of this Agreement, and it shall not be necessary in proving this Agreement to produce or account for more than one such counterpart. This Agreement and any agreements appended hereto or executed in connection with this Agreement may be signed and transmitted by facsimile, and any copy with a facsimile signature will be deemed a valid signature hereto or thereto and shall be deemed binding on the parties as if it were an original signature.

i. No Construction Against Draftsman: This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement or any portion thereof to be drafted.

j. Terminology: As used in this Agreement: (a) words of any gender shall mean and include as necessary corresponding neuter words or words of the masculine or feminine gender and (b) words in the singular shall mean and include as necessary the plural and vice versa.

13. Ownership and Limitations on Use of Website and Materials:

a. Intellectual Property: The sole owner of the Fisher Capital Shipping and Transaction Agreement documents (collectively, the “Shipping Documents” as well as the website (www.fishercapitalgroup.com), its related sister sites (such as websites, collectively the “website”) and all their contents is Fisher Capital LLC. The contents of the Shipping Documents and/or website includes, without limitation, the text, graphics, images, logos, buttons, icons, and audio and visual materials contained or set forth therein.

b. Publishing: Accordingly, you are only authorized to visit, view, and retain a single copy of pages of the Shipping Documents or the website solely for your own individual, personal, noncommercial use, and you shall not duplicate, download, copy, publish, modify or otherwise distribute or exploit any of the Shipping Documents or any material on the website for any purpose other than for your own individual, noncommercial use unless otherwise specifically authorized by us. Further, you may not “frame” or “mirror” with any code or content from the website onto any other website.

ADDENDUM OF STATE-SPECIFIC PROVISIONS

INITIAL By signing below beneath the paragraph for the state in which you live, I acknowledge that I have read, understand, and hereby agree to the terms set forth in this Addendum as they relate to my state of domicile.

INITIAL Neither Fisher Capital's Transaction Agreement nor this Addendum disclaims oral representations where state statutes disallow such disclaimers.

Fisher Capital, (and its affiliates) (collectively, "Fisher Capital") and Customer agree that the following terms shall govern the pending and all future transactions between the parties involving Precious Metals¹. This Addendum applies to purchases from and sales to Fisher Capital, and the warranties and certifications are intended to be applicable to pending as well as future transactions with Fisher Capital.

Please sign beneath the paragraph for the state in which you live after reviewing that paragraph and its terms.

Alabama; Connecticut; Florida; Kansas

The customer may obtain a full refund for the return of undamaged and unused merchandise to FISHER CAPITAL within seven days of receipt² by the customer. Returns shall be made to 9595 Wilshire Blvd., Ste. 900, Beverly Hills, CA, 90212. FISHER CAPITAL will process the refund within thirty days of receipt of the returned merchandise.

Signature: _____ Date: _____

Alaska; Nebraska

FISHER CAPITAL will give the customer a refund, credit, or replacement, at the option of the customer, if: (1) the property or services purchased from FISHER CAPITAL are defective, not as represented, or not received as promised by FISHER CAPITAL; (2) within seven days after receiving the purchased property, the Customer returns the purchased property and makes a written request for the refund, credit, or replacement; or (3) within seven days after paying for the purchased services and before the services are provided, the Customer makes a written request for the refund or credit. Purchased property must be returned in the same condition as when delivered in order to be entitled to a refund, credit, or replacement. Returns of purchased property and written requests should be sent to: 9595 WILSHIRE BLVD., STE. 900, BEVERLY HILLS, CA, 90212.

Signature: _____ Date: _____

Arizona; Louisiana

¹ "Precious Metals" shall mean, for purposes of this Transaction Agreement, any precious metal, in any form, that is the subject of a transaction between FISHER CAPITAL and Customer, and shall include, but is not limited to, bullion bars and coins, semi-Numismatic coins and bars, Numismatic coins and bars, "junk silver", and bags (and partial bags) of coins.

² "Receipt" / "Delivery" of merchandise is considered to occur on either: (1) the date that the customer received actual possession of the merchandise; or (2) the date that the customer received written confirmation that the merchandise has been deposited in the customer's name in an independent depository as previously directed in writing by the customer.

Notice of Buyer's Right of Cancellation: The customer may cancel this order without any penalty or obligation within three business days from the delivery* of the merchandise. If the customer cancels, any payments made by the customer will be returned within ten days after the receipt by the seller of the customer's notice of cancellation. To cancel this transaction, mail or deliver a signed and dated copy of your cancellation notice or send a telegram to: 9595 WILSHIRE BLVD., STE. 900, BEVERLY HILLS, CA, 90212. Any merchandise delivered to the customer must be returned at FISHER CAPITAL'S expense to the address listed above, no later than twenty-one business days after the receipt of the merchandise.

Signature: _____ Date: _____

California

Notice of Buyer's Right of Cancellation: A customer making a purchase from FISHER CAPITAL may cancel the sale up to midnight of the third business day after signing the Transaction Agreement, or until midnight of the fifth business day if the customer is 65 years of age or older. Transactions shall be canceled by mailing a notice of cancellation to: 9595 WILSHIRE BLVD., STE. 900, BEVERLY HILLS, CA, 90212. The customer shall return the merchandise, if applicable, to FISHER CAPITAL within seven (7) days of exercising the right to cancel. Returns should be made to the address listed above. FISHER CAPITAL will provide a full refund within 10 days of return of the merchandise, if merchandise has been delivered to the customer.

Signature: _____ Date: _____

Colorado; Oklahoma

The customer may obtain a full refund for the return of undamaged and unused merchandise to FISHER CAPITAL, provided that the customer provides notice of cancellation, in writing, to FISHER CAPITAL within three days after receipt* of the merchandise by the customer. Notice of cancellation and returns shall be made to: 9595 WILSHIRE BLVD., STE. 900, BEVERLY HILLS, CA, 90212. FISHER CAPITAL will process the refund within thirty days of receipt of the returned merchandise.

Signature: _____ Date: _____

Delaware; Hawaii; Montana; Ohio; West Virginia

The customer may obtain a full refund for the return of undamaged and unused merchandise to FISHER CAPITAL, provided that the customer provides notice of cancellation, in writing, to FISHER CAPITAL within seven days after receipt* of the merchandise by the customer. Notice of cancellation and returns shall be made to: 9595 WILSHIRE BLVD., STE. 900, BEVERLY HILLS, CA, 90212. FISHER CAPITAL will process the refund within thirty days of receipt of the returned merchandise.

Signature: _____ Date: _____

Idaho; Michigan; New Mexico; New York; Washington

The customer may cancel this transaction, without any penalty or obligation whatsoever, within three business days of the date in which they receive the written confirmation. If the customer cancels, all payments or other consideration which may have already been made will be returned by FISHER CAPITAL within ten business days following receipt by FISHER CAPITAL of the cancellation notice. The customer must return the goods to FISHER CAPITAL at the FISHER CAPITAL's risk and expense within twenty-one days of the date the refund is received by customer or the date of the cancellation, whichever is later. To cancel this transaction, deposit in the mail or deliver a signed and dated copy of this cancellation notice or any

other written notice to: 9595 WILSHIRE BLVD., STE. 900, BEVERLY HILLS, CA, 90212 not later than midnight of the third business day after which you received this notice.

Signature: _____ Date: _____

North Dakota

The consumer may receive a full refund for the return of undamaged and unused goods if the consumer requests a refund no later than fifteen days after the date the consumer receives the goods Returns shall be made to 9595 WILSHIRE BLVD., STE. 900, BEVERLY HILLS, CA, 90212. FISHER CAPITAL will process the refund within thirty days of receipt of the returned merchandise.

Signature: _____ Date: _____

Pennsylvania; Vermont

The customer may obtain a full refund for the return of undamaged and unused goods if returned to FISHER CAPITAL within ten days after receipt* by the customer. Returns shall be made to: 9595 WILSHIRE BLVD., STE. 900, BEVERLY HILLS, CA, 90212. FISHER CAPITAL will process the refund within thirty days of receipt of the returned merchandise.

Signature: _____ Date: _____

Texas

If the customer makes a purchase using a credit card, the customer may obtain a full refund for the return of undamaged and unused merchandise to FISHER CAPITAL within seven days of receipt* by the customer. Returns shall be made to: 9595 WILSHIRE BLVD., STE. 900, BEVERLY HILLS, CA, 90212. FISHER CAPITAL will process the refund within thirty days of receipt of the returned merchandise.

Signature: _____ Date: _____

Utah

A customer making a purchase from FISHER CAPITAL may cancel the sale up to midnight of the third business day after the receipt* of the merchandise. Sales shall be canceled by mailing a notice of cancellation to: 9595 WILSHIRE BLVD., STE. 900, BEVERLY HILLS, CA, 90212. The customer shall return the merchandise to FISHER CAPITAL within seven (7) days of exercising the right to cancel. Returns should be made to the address above. FISHER CAPITAL will provide a full refund within 30 days of return of the merchandise, if merchandise has been delivered to the customer.

Signature: _____ Date: _____

Virginia

The customer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction, which date shall be the date the customer signs this Addendum to Shipping and Transaction Agreement. See the attached notice of cancellation form for an explanation of how to exercise this right. Notice and returns of merchandise, if any has been received by the customer, shall be sent to: 9595 WILSHIRE BLVD., STE. 900, BEVERLY HILLS, CA, 90212. Upon receipt of the notice of cancellation or return of merchandise, if any has been received, FISHER CAPITAL will issue a full refund within ten (10) business days.

Signature: _____ Date: _____

{Buyer's Rights Described Above}

Notice of Cancellation

I have read the above relevant paragraph and wish to cancel my transaction dated _____ per the terms of the relevant paragraph. I understand I must meet the terms of the relevant paragraph for this cancellation to be effective.

Signature: _____ **Date:** _____

9595 WILSHIRE BLVD., STE. 900, BEVERLY HILLS, CA, 90212 PHONE: 800-617-5373

***State registration numbers, where applicable, are available upon request.*

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND HEREBY AGREE TO THE TERMS SET FORTH ON ALL PAGES OF THIS AGREEMENT.

THIS AGREEMENT CONTAINS BINDING ARBITRATION PROVISIONS THAT MAY BE ENFORCED BY THE PARTIES.

Customer Signature:

Date: