

# GSE SHIPPING & ACCOUNT AGREEMENT

**CUSTOMER:** Robert Green

**ADDRESS:** 24820 Bernard Drive Box 1

**PHONE:** 909-214-919

**PHONE:** \_\_\_\_\_

**EMAIL:** PrisonDr@live.com

**SIGNATURE OF CUSTOMER:** \_\_\_\_\_

**DATE SIGNED:** \_\_\_\_\_

Gold Safe Exchange/GSE and the individual identified above ("Customer") agree that the following terms of this Shipping and Transaction Agreement ("Agreement") shall govern the pending and all future transactions between the parties involving all Products, in any form, that are the subject of all transactions between Gold Safe Exchange and Customer, and shall include, but is not limited to, bullion bars and coins, exclusive coins and bars, Numismatic coins and bars, "junk silver," and bags (and partial bags) of coins (collectively "products.") This Agreement shall apply to all purchases from and sales to GSE involving Customer, present and future. GSE is not an investment advisor, consultancy, licensed brokerage, or banking institution nor a fiduciary.

**1. Delivery of Products Purchased:** Customer must deliver funds sufficient to cover the entirety of Customer's purchase from Gold Safe Exchange within five (5) business days of Customer's placement of the order ("Purchase Funds"). Purchase Funds may be delivered by check, ACH, or wire transfer. With the limited exception noted in Paragraph 8a, all sales are final (i.e., the products cannot be exchanged or returned for a refund). Checks may be made out to Gold Safe Exchange (For wire transfer instructions, please contact your Gold Safe Exchange sales representative.) Gold Safe Exchange shall deliver the products as specified in Customer's order to a suitable delivery service for delivery to Customer no more than twenty eight (28) days after Gold Safe Exchange verifies that the Purchase Funds provided are backed by good funds. (Please note that it may take 12 business days to verify personal checks.) If Customer fails to provide the Purchase Funds within five (5) business days of Customer's placement of the order, Gold Safe Exchange may exercise the rights set forth in Paragraph 4, below.

**2. Delivery of Products:** Gold Safe Exchange shall cause all purchased and paid for products to be delivered to Customer's address set forth above. GSE only uses reputable, nationally recognized delivery services to deliver its products. If, however, Customer's order is lost prior to delivery, Customer is instructed to notify GSE, in writing, immediately. Notice of any such alleged loss should be sent to: Gold Safe Exchange, Attention: Customer Service, 225 S Lake Avenue, 3rd Floor, Pasadena, CA 91101. If the delivery service verifies that Customer's products were never delivered, Gold Safe Exchange shall, within forty-five (45) days of such verification, in its sole discretion, either refund to Customer the full purchase price for such undelivered Products or replace such Products with other Products of the same denomination/type and grade. Gold Safe Exchange assumes no responsibility for Products lost, damaged, stolen, or otherwise subject to casualty **after** delivery to Customer. Gold Safe Exchange assumes no risk of loss for any products purchased from a Customer until such materials are delivered to and accepted by an authorized representative of Gold Safe Exchange.

### **3. Purchase Price:**

a. Sales: The purchase price Customer has been quoted and agreed to pay includes Gold Safe Exchange's operating margin on the transaction. Within the Precious Metals Industry, the difference between Gold Safe Exchange's cost on the day of the purchase (for the products Customer has agreed to buy) and the retail price quoted to Customer is known as the "Spread." Spreads vary significantly - by product, by customer, and over time. For Customer to make a profit, Customer must be able to sell the products in the future for a price high enough to cover Customer's initial cost of acquisition, including Spreads. Spreads charged to Customer in a specific transaction may be more or less than the Spread charged to others in similar transactions or charged to Customer in prior or future transactions. At

the time this Transaction Agreement was transmitted for Customer's signature Gold Safe Exchange's spread on products are between five percent (5%) and forty percent (40%). These numbers are subject to change for a variety of reasons. The actual Spread on any particular transaction could be any amount within those ranges (or even possibly outside those ranges). Gold Safe Exchange's spread range may be different (higher and/or lower), and the Spread Gold Safe Exchange charges may be higher or lower, at the time of, and for, any given transaction. Customer acknowledges that the spot prices of Products do not necessarily move in tandem with the Products the Customer purchases. That means that the spot price and the liquidation value of the Products purchased by the Customer under this Agreement may perform differently from one another. To be clear, Gold Safe Exchange only makes money by charging a "spread". Federal and state regulators have cited this "spread" as a commission. If the Customer intends to make a profit by purchasing these retail products, the spot price and/or premium above spot would need to increase above the immediate loss to the Customer at the time of purchase. To provide an example of what a 40% spread looks like on a transaction worth \$100; clients' Products would need to appreciate 66.6% to be back at \$100 after the initial purchase. At the time of the drafting of this document (September 30, 2021) the average return for gold (spot price only) over the past 15 years was 9.0% and silver (spot price only) was 10.0%. Gold Safe Exchange makes no representations as to how the market may perform in the future and historical values are only referenced to provide customer with a reasonable understanding that it could be many years before he/she is back to the initial cash value exchanged for the Products they have chosen to purchase.

b. • **IRA Sales:** Gold Safe Exchange makes no representations regarding the tax consequences of holding Products as an investment in an Individual retirement account ("IRA"). Client expressly acknowledges that Client has been advised to seek independent tax advice, from a qualified professional, regarding the tax consequences of such a change. Further, please note that holding Precious Metal products as a holding in an IRA may result in additional fees charged by third parties, not Gold Safe Exchange, such as depository and custodial fees that would be charged directly to the Client by such third parties. Gold Safe Exchange makes no opinions, statements, or recommendations in regards to how much or what percentage of Client's retirement account should be held in Precious Metals products. Gold Safe Exchange is NOT a fiduciary, provides no investment advice nor employs any licensed investment advisors.

c. • **Re-purchases:** Gold Safe Exchange is prohibited by law from guaranteeing to repurchase products that it sells. Gold Safe Exchange may, at its sole discretion, elect to re-purchase the products that Gold Safe Exchange sells, and Gold Safe Exchange cannot guarantee that it will re-purchase products that Customer purchased from Gold Safe Exchange. In the event Customer seeks to sell its Products to Gold Safe Exchange, Customer understands and acknowledges that Gold Safe Exchange's re-purchase offer may be raised or lowered on a daily, even hourly or more basis, depending upon various market conditions, inventory needs, and the price and availability of comparable products. Gold Safe Exchange does not guarantee that any re-purchase offer will equal the price that Gold Safe Exchange would pay to acquire the same denomination/type and grade of products from a wholesaler, or that any offer made will be higher or equal to what someone else might offer for the same products.

d. • **Certification:** Customers who are selling Products to Gold Safe Exchange declare under penalty of perjury pursuant to 28 U.S.C. §1746 that (i) Customer either deals in such articles or otherwise by Customer's respective occupation or as a result of Customer's avocations as collector, speculator, or purchaser has and holds him or herself out as having knowledge or skill peculiar to such articles or the practices involved in the sale of such articles, and (ii) any sale to Gold Safe Exchange of coins, hallmark bars, registered ingots, and other items such as Numismatic objects is for their Numismatic value. Customers who are buying products from Gold Safe Exchange declare under penalty of perjury pursuant to 28 U.S.C. §1746 that (i) Customer either deals in such articles or otherwise by Customer's respective occupation or as a result of Customer's avocations as collector, speculator, or purchaser has and holds him or herself out as having knowledge or skill peculiar to such articles or the practices involved in the purchase of such articles, and (ii) any purchase from Gold Safe Exchange of coins, hallmark bars, registered ingots, and other items as Numismatic objects is for their Numismatic value.

e. • **Quotes on Customer's Holdings:** Customers may request a quote on their holdings at any time. When requesting a quote, please specify whether you are looking to purchase additional products or sell your existing holdings - as Gold Safe Exchange's bid (buy from customer) and ask (sell to customer) quotes will vary. Gold Safe Exchange bases such quotes on a variety of factors, which are not necessarily tied or related to the prices quoted by, or factors considered by, its competitors.

f. • **Classification as Bullion, Exclusive, or Numismatic:** Whether a product is classified as Bullion, Exclusive, or Numismatic may be termed due to a number of objective and subjective factors, including the age of the products, its condition, the number of known copies, the likelihood of additional minting, the originating country, relevant historical events or owners (e.g., shipwreck; royalty), relevance to the formation of various product collections, and

a purchaser's personal attraction to the piece. Gold Safe Exchange's classification of products is only an opinion and may change over time (e.g., if additional quantities of the products are discovered). In addition, given the subjective nature of the classification process, other dealers or purchasers may classify the same coin differently. Gold Safe Exchange's prices and spreads are based on its classification determination.

g. • Customer Assumes Their Own Risk: Customer acknowledges that purchases and sales of Precious Metals products involve considerable risk. Market prices are at times volatile and may be affected by a variety of factors including, among others, general economic conditions, political events, monetary policies of various countries, fluctuations in production and demand, stock-piles, speculative activity and the degree of concern people have about these matters. It is impossible to forecast accurately how or to what degree these or other factors will affect prices. Customer acknowledges and agrees that Customer assumes the risk of all purchase decisions regarding any and all products the Customer purchases from Gold Safe Exchange and Gold Safe Exchange makes no guarantee or representation regarding Customer's ability to profit (or avoid loss) from any purchase or any representation regarding any tax implications of any purchase and the decision to purchase or sell products. Any purchases from Gold Safe Exchange are made subject to Customer's own prudence, judgment and ultimate decision. Customer expressly acknowledges and agrees to hold Gold Safe Exchange harmless for any damages arising out of the performance by Gold Safe Exchange of this Agreement. Customer understands that past performance cannot be indicative of future results.

4. Remedy for Customer's Failure to Perform: If Customer refuses to accept delivery of the products ordered or fails to make payment when due, Gold Safe Exchange, in its sole discretion, may cancel the transaction and resell such products on a wholesale basis. If the proceeds from such resale are less than the contract price with Customer, Gold Safe Exchange shall be entitled to recover from Customer the difference between the resale price and Customer's contract price, plus any incidental damages occasioned by Customer's breach. If the proceeds from such resale are more than the contract price with Customer, Gold Safe Exchange shall be entitled to keep the excess amount to cover Gold Safe Exchange's incidental damages.

Customer representations. Customer represents and warrants:

- a. Customer is of legal age and capacity to enter into this Agreement;
- b. If Customer is other than an individual, Customer represents the person executing this Agreement is fully authorized to act on Customer's behalf;
- c. Customer has full right, power and authority to enter into this Agreement, and the person executing this Agreement on behalf of Customer is authorized to do so;
- d. This Agreement is binding on Customer and enforceable against Customer in accordance with its terms subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors rights and remedies generally, and subject to general principles of equity;
- e. Customer may lawfully establish and open the account for the purpose of effecting purchases and sales;
- f. This Agreement and any transaction taken under this Agreement will not violate any applicable law, judgment, order or agreement to which Customer or its property is subject or by which it or its property is bound;
- g. Customer is authorized under its organizational and other governing documents, as amended from time to time, to trade in Precious Metals, and hereby expressly waives any *ultra vires* or similar defense it may have;
- h. All information provided by Customer is true, correct, complete and accurate in all material respects. Customer will not rely on any communication (written or oral) as investment advice or as a recommendation and no such communication (written or oral) shall be deemed to be an assurance or guarantee as to the expected results;
- i. Customer is acting for its own account, is capable of assessing the merits of, understanding (on its own behalf or through independent professional advice) and assuming, and understands, accepts and assumes, the terms, conditions and risks of purchase and sales of Precious Metals, and will make its own independent decisions as to whether each purchase or sale is appropriate or proper for it based on Customer's own judgment and upon advice from such advisors as it has deemed necessary;

j. Gold Safe Exchange shall have no discretionary authority, power or control over any decisions made by or on behalf of Customer in respect of the account, regardless of whether Customer relies on the information provided by Gold Safe Exchange in making any such decisions;

k. Gold Safe Exchange is not acting as a fiduciary, foundation manager, commodity pool operator, commodity trading advisor or investment adviser in respect of the accounts opened by Customer;

l. Except as disclosed in writing to Gold Safe Exchange, Customer is acting solely as principal and not as agent for any other party and no other Customer has any interest in the account;

m. Customer has made no changes to this form of Agreement, or any other form of agreement, authorization, tax form or other document relating to this Agreement or the Account(s), provided by Gold Safe Exchange.

n. Gold Safe Exchange is relying on the representations and warranties of Customer contained herein in entering into this Agreement and opening the Account and Customer will immediately notify Gold Safe Exchange of any changes to the accuracy thereof; and

o. Customer expressly agrees to waive and release any and all claims, rights or causes of action which Customer has or may have against Gold Safe Exchange, its managing directors, officers and/or employees arising in whole or in part, directly or indirectly, out of any act or omission of a party who refers or introduces Customer to Gold Safe Exchange or who places orders on behalf of Customer;

p. Customer has supplied accurate information regarding any Precious Metal being sold to Gold Safe Exchange.

Customer Authorizations. If this Agreement is signed by or on behalf of more than one person (including an owner by virtue of community property interest or other operation of law), Customer authorizes Gold Safe Exchange to follow the instructions of any signer without notice to or consent from the others or any non-signer. If one signer becomes disabled or incompetent, this Agreement survives and Gold Safe Exchange may rely on instructions of any other signer. Each signer shall be jointly and severally liable for the obligations set forth in this Agreement. Customer will notify Gold Safe Exchange promptly of the death of any signer by providing a certified death certificate. Upon proof of death, Gold Safe Exchange will treat the account balance as belonging solely to the estate or lawful heirs. In all cases, a decedent's estate will remain fully liable for all obligations incurred up to the day of death and the estate shall be liable for all obligations incurred thereafter. Customer agrees to hold Gold Safe Exchange harmless and defend against any loss, liability, cost or expense, including reasonable attorneys' fees, resulting from any action taken by Gold Safe Exchange in reliance upon this paragraph. Notwithstanding the above, Gold Safe Exchange may require such papers, additional consents, restrict activity in the account and/or retain all or part of the account balance as Gold Safe Exchange deems advisable at Gold Safe Exchange's sole discretion.

#### 6. Objectives; Holding Period; Risk; No Advice; Commissioned Sales Representatives:

a. Gold Safe Exchange is a seller and purchaser of Precious Metals products. While Gold Safe Exchange is always prepared to compare and contrast the different products that are available for purchase or that Gold Safe Exchange is willing to purchase, Customer acknowledges and agrees that (i) no fiduciary relationship exists between Gold Safe Exchange and Customer, (ii) the decision to purchase or sell products, and which Products to purchase or sell, are the Customer's decision alone, and (iii) purchases or sales are made subject to Customer's own prudence and judgment.

b. In Gold Safe Exchange's opinion, Customer should be prepared to hold any Precious Metals products purchased - whether from Gold Safe Exchange or elsewhere - for at least a three to five year period, and preferably five to ten years, to maximize the potential for gains. In Gold Safe Exchange's opinion, Customer should only use capital that can be held for at least this period of time. However, Precious Metals products carry capital risk. Products may appreciate, depreciate, or stay the same value depending on a variety of factors. Gold Safe Exchange cannot guarantee, and makes no representation, that the products will appreciate at all or appreciate sufficiently to make Customer a profit at the expiration of this or any other period of time.

c. Precious Metals products' appreciation in value is dependent, in part, upon extrinsic economic forces including but not limited to supply, demand, international monetary conditions, and inflation or the expectation of inflation. The impact of these forces on the values of products in general or any particular products cannot be predicted. Customer acknowledges that the Precious Metals products market can be volatile and that Precious Metals products' prices may rise or fall over time. Customer further acknowledges that past performance is no guarantee of future performance. Customer acknowledges that all risks of decline in the value of precious metals are not those of Gold Safe Exchange.

d. Gold Safe Exchange does not provide tax, investment, or legal advice or advisory services, and no one associated with Gold Safe Exchange is authorized to provide any such advice or services. Any written or oral statements by Gold Safe Exchange, its officers, agents, sales representatives, or other representatives relating to future events or the attributes of certain products are opinions only. Customer agrees, acknowledges, and represents that Customer has not, at any time, sought or been provided with tax, investment, or legal advice or advisory services, of any kind or nature from Gold Safe Exchange or any of its affiliates, assigns, successors, agents, employees, contractors or other representatives.

e. Gold Safe Exchange's representatives are not licensed investment advisors and their knowledge of Precious Metals products and the Precious Metals products marketplace varies markedly.

f. Gold Safe Exchange makes no representations regarding the tax consequences of holding Precious Metals products as an investment in an IRA. Customer expressly acknowledges that Customer has been recommended to seek independent tax advice, from a qualified professional, regarding the tax consequences of any purchase. Any written or oral statements by Gold Safe Exchange, its officers, agents, account executives, or other representatives relating to future events or the attributes of certain products are opinions only. Such statements, if any, are not representations of fact.

g. **Commissions** Gold Safe Exchange and its representatives earn income based upon the volume and type of transactions with customers. In the process of selling Precious Metals to, and buying Precious Metals from, you, you should assume that the interests of Gold Safe Exchange and its representatives conflict with your interests. You must make the final decision as to whether you wish to enter into any particular transaction and should keep the foregoing in mind when making that decision. You are solely responsible for all purchasing, selling and borrowing decisions for your account. This does not, however, limit in any way Gold Safe Exchange's rights under this Agreement. Gold Safe Exchange's sales representatives are salespersons - i.e., their salary is based, at least in part, on the amount and profit margin of the Precious Metals they sell. In addition, from time to time, Gold Safe Exchange's sales representatives may receive other compensation tied to sales activity. Gold Safe Exchange's sales representatives are not licensed brokers and their knowledge of Precious Metals and the Precious Metals marketplace varies. For more detailed information as to how the Gold Safe Exchange and its agents are compensated please refer to Section 3(a) of this Account Agreement.

h. **No Fiduciary Duty.** Gold Safe Exchange and its employees are not your agents and owe no fiduciary duty to you. Gold Safe Exchange employees may from time to time discuss the general direction of the precious metals market based upon information from third-party sources. Neither Gold Safe Exchange nor its representatives guarantee any market movement. Gold Safe Exchange employees are not licensed as investment advisors and they are not making any specific recommendations concerning stocks or any other form of investment. Gold Safe Exchange and its representative are not agents for Customer and have different financial interests and incentives from Customer and owe no fiduciary duty to Customer. Customer will check with a licensed professional with expertise in a particular market before making a decision to buy or sell.

## **6: Grades:**

a. Gold Safe Exchange is not a grading service. Gold Safe Exchange purchases products for resale to its customers. Gold Safe Exchange does not independently assess the Precious Metals products it purchases for resale, but relies upon the opinions and assessments of independent grading services such as Professional Coin Grading Service, Inc., Numismatic Guaranty Corporation of America, and ANACAS, or others. Grading is a subjective process and it is not uncommon for grading services, or individual examiners within the same grading service, to reach different conclusions regarding the appropriate grade for a particular Precious Metals product. Moreover, grading standards are constantly evolving. Gold Safe Exchange does not guarantee that the products it sells will achieve the same grades in the future. In selling graded Precious Metals products, Gold Safe Exchange warrants that the products are genuine (i.e., not a counterfeit) and states that the grade is as opined by the grading service when graded by that service, if graded.

b. Grading is subjective. Grading is a subjective determination. While numerical grading may give the impression of precision, the numbers in fact represent a nuanced opinion that even experts cannot consistently and systematically agree upon. The grade reflects the opinion of the cataloger (or grader) as to the state of preservation, method of strike, and overall appearance of a particular product or lot.

c. **Terminology.** The term "proof" or "specimen" is used to describe a method of manufacture. Those terms do not connote a grade, condition or attribution.

d. Acknowledgment. Where Gold Safe Exchange sells a Precious Metals product that is encapsulated by a grading service and bears the grade or condition ascribed to it by the grading service, Customer acknowledges and agrees that other grading services or knowledgeable purchasers might reach a different conclusion as to the item's grade. Customer further acknowledges that Gold Safe Exchange has provided the grader's description for the customer's information and makes no warranty as to its accuracy or the standards used to determine that grade.

7. Representation/Warranty; Sales Representatives Not Authorized To Make Other Representations or Warranties: Gold Safe Exchange represents and warrants that, upon the delivery of Purchase Funds (as provided for in Paragraph 1), and subject to the other terms and restrictions set forth in this Transaction Agreement, Gold Safe Exchange will cause to be delivered to Customer the denomination/type and grade of products specified in Customer's order, as classified and/or graded by one of the following independent grading services: Professional Coin Grading Service, Inc. (PCGS), Numismatic Guaranty Corporation of America (NGC), ANACAS, or any other independent grading service of similar standing. The only representation and warranty that Customer may rely upon in purchasing products from or selling products to Gold Safe Exchange is the representation set forth in this Paragraph 7. Neither Gold Safe Exchange, nor any of its officers, agents, employees or representatives are authorized to make any other representations or warranties concerning any products that Gold Safe Exchange is selling or purchasing under this Transaction Agreement. Right to Refuse Service. Gold Safe Exchange reserves the right to decline any Customer transaction at any time for any reason.

#### **8. Exchange/Refund Policy:**

a. Replacement of Graded Products Where Grade Disputed: Customer agrees to inspect each delivery carefully upon receipt. If, for any reason whatsoever, Customer is dissatisfied with the quality of an exclusive or Numismatic coin or bar (specific kinds of Precious Metal products) purchased from Gold Safe Exchange, Customer should immediately notify Gold Safe Exchange. If Customer notifies Gold Safe Exchange of its dissatisfaction within fifteen (15) days of delivery of the Graded Product and the original holder in which the Graded Product in question was delivered has not been opened, removed, or tampered with in any respect, Gold Safe Exchange shall replace the exclusive or Numismatic coin or bar in question with another exclusive or Numismatic coin or bar (as appropriate) of the same denomination/type and grade. Gold Safe Exchange, in its sole discretion, may permit Customer to upgrade to a higher value exclusive or Numismatic coin or bar (either in denomination/type or grade) as part of this replacement process, provided Customer pays the difference between the contract price of the exclusive or Numismatic coin or bar previously purchased and Gold Safe Exchange's current sale price for the higher value exclusive or Numismatic coin(s) or bar(s) to be substituted. If Gold Safe Exchange determines, in its sole discretion, that another exclusive or Numismatic coin or bar of the same denomination/type and grade is not reasonably, commercially available, Gold Safe Exchange may elect, at its sole option, to replace the exclusive or Numismatic coin or bar purchased with a reasonably comparable exclusive or Numismatic coin or bar, even though of a different denomination/type and grade or simply refund Customer minus any market fluctuation and or reasonable shipping charges not to exceed 10% of customers total purchase amount.

b. 30 day "Price Lock Guarantee": Customer may within the first thirty (30) days from their initial first purchase of Precious Metals products request a repricing of the order made if the market has changed by more than 2% of spot from the date of purchase. Second and all other subsequent orders will be locked in at the price at the time of the trade.

9. Disclaimer of Express and Implied Warranties: EXCEPT AS SET FORTH IN PARAGRAPH 7, THE PRODUCTS SOLD BY GOLD SAFE EXCHANGE PURSUANT TO THIS TRANSACTION AGREEMENT ARE SOLD ON AN "AS IS" BASIS AND GOLD SAFE EXCHANGE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OR FITNESS FOR A PARTICULAR PURPOSE.

10. No Liability for Consequential Damages; Limitation of Liability: IN NO EVENT SHALL GOLD SAFE EXCHANGE 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 DAMAGES SUSTAINED OR ARISING FROM OR RELATED TO ANY TRANSACTION COVERED BY THIS TRANSACTION AGREEMENT, EVEN

IF GOLD SAFE EXCHANGE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GOLD SAFE EXCHANGE'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 PRODUCTS IN DISPUTE.

11. Application to Future Transactions: This Transaction Agreement shall control all transactions between Gold Safe Exchange and Customer unless and until such time as it is amended by Gold Safe Exchange. Customer agrees that Gold Safe Exchange may amend this Transaction Agreement at any time and from time to time, that Gold Safe Exchange may give notice to Customer of any amendment by mailing a copy of the amended Transaction Agreement to the address set forth above (or any updated address provided by Customer in the interim), and that following such mailing, the amended Transaction Agreement shall govern succeeding transactions and any interaction with Gold Safe Exchange.

12. Force Majeure: Neither Gold Safe Exchange nor Customer shall be liable for any failure or delay in its or their performance under this Transaction Agreement due to any cause beyond its or their respective reasonable control, including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet including, but not limited to, any disruption, failure and/or error in or of Gold Safe Exchange's internal computer systems, or any disruption, failure and/or error in or of any third-party Internet service providers as Gold Safe Exchange may use from time to time.

13. Arbitration of Disputes; Waiver of Jury Trial: ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS TRANSACTION AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, OR ANY OTHER DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF ANY INTERACTION BETWEEN GOLD SAFE EXCHANGE AND CUSTOMER, SHALL BE BROUGHT AND BE DETERMINED BY ARBITRATION IN LOS ANGELES COUNTY, CALIFORNIA, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS. CUSTOMER AND GOLD SAFE EXCHANGE WAIVE THEIR RIGHTS, IF ANY, TO BRING ANY CLAIM THAT IS SUBJECT TO THIS ARBITRATION PROVISION AS A CLASS ACTION, "MASS" ACTION, OR OTHERWISE ON A REPRESENTATIVE BASIS. JUDGMENT ON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL INJUNCTIVE REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION.

14. Choice of Law: The substantive law of California shall govern all claims brought by or against Gold Safe Exchange in connection with this Transaction Agreement or otherwise arising out of any interaction between Gold Safe Exchange and Customer, without any regard for conflict of laws principles. Limitation on Time to Bring Any Claim: Except where the law prescribes a shorter applicable statute of limitation, or prohibits shortening the otherwise applicable longer statute of limitations, any claim or legal action of any kind arising in connection with or relating in any way Customer's purchases from Gold Safe Exchange, or in any way relating to Gold Safe Exchange or this Agreement, must be brought within one year after the purchase or sale or other event giving rise to the claim or legal action. If this clause is determined to be unenforceable as to any particular claim or claims under the law of the applicable jurisdiction, it shall remain fully enforceable as to all other claims. Jurisdiction and venue for any dispute, claim or controversy arising out of or in any way relating to this Transaction Agreement or the breach, termination, enforcement, interpretation or validity thereof, or any other interaction between Gold Safe Exchange and Customer, shall be in Los Angeles County, California, and any party making a claim against Gold Safe Exchange in whatever form hereby submits to personal jurisdiction in that forum for any and all purposes. By entering into this Agreement, Customer agrees to be subject to the personal jurisdiction of the State of California, agreeing and acknowledging that entering into this Agreement shall constitute sufficient minimum contacts with the State of California to confer both general and specific personal jurisdiction.

15. Finality; Integration Clause: This Agreement is intended by Gold Safe Exchange and Customer as a final expression of their agreement concerning the matters set forth herein, and is also intended as a complete and exclusive statement of the terms of their agreement. This Agreement supersedes any oral or written statements made prior to, contemporaneous with, or in the future regarding this Agreement or the transactions covered hereunder. Customer shall not rely upon any statement made by or on behalf of Gold Safe Exchange that is inconsistent with this Transaction Agreement.

16. Severability: If any provision of this Transaction 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.

Releases.

a. General Release. Customer acknowledges and agrees that the release it gives upon executing this Agreement applies to all claims for injuries, damages, or losses to that party's person and property, real or personal (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, or patent or latent) which it may have against Gold Safe Exchange and/or Gold Safe Exchange directors, officers, managers, members, employees, agents, contractors, successors, or representatives.

b. Release of Claims against Gold Safe Exchange Individuals. Customer understands, acknowledges, and agrees that Customer's transaction is directly with Gold Safe Exchange LLC, and not with any officer, director, manager, member, staff, individual, owner, shareholder, contractor, or other person individually associated in the past, present, or future with Gold Safe Exchange ("Gold Safe Exchange Individual"). Gold Safe Exchange understands, acknowledges, and agrees that if a dispute ever exists between Customer and Gold Safe Exchange, that Customer's claims may only be brought against Gold Safe Exchange LLC directly, and not any Gold Safe Exchange Individual associated with, affiliated with, or relating to Gold Safe Exchange. Customer waives, releases, and discharges all other claims, causes of action, of every kind and nature, against all Gold Safe Exchange Individuals associated with, affiliated with, or relating to Gold Safe Exchange in any way relating to, in connection with, and/or arising out of Customer's transaction with Gold Safe Exchange LLC.

c. Waiver of Section 1542. In making the releases herein, Customer waives application of the California Civil Code Section 1542. Customer certifies that it has read the following provisions of California Civil Code Section 1542:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Customer understands and acknowledges that the significance and consequence of this waiver of California Civil Code Section 1542 is that even if Customer should eventually suffer additional damages, Customer will not be able to make any claim for those damages. Further, Customer acknowledges that it intends these consequences even as to claims for damages that may exist as of the date of this release but which it does not know exist, and which, if known, would materially affect its decision to execute this release, regardless, of whether its lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

In the event Customer alleges claims against Gold Safe Exchange and/or Gold Safe Exchange Individuals in violation or contravention of the releases above, and Gold Safe Exchange seeks to enforce the terms of this Paragraph to seek dismissal of such claims, Gold Safe Exchange shall be entitled to all of its attorneys' fees and costs associated with doing so; and Gold Safe Exchange shall be entitled to an immediate award of said attorneys' fees and costs.

Cumulative Rights. The rights, powers and remedies given to Gold Safe Exchange by this Agreement are cumulative and not exclusive of any other rights, powers and remedies Gold Safe Exchange may otherwise have. All rights, powers and remedies given to Gold Safe Exchange by virtue of the California Commercial Code or any other law of California or any other jurisdiction shall also be available to Gold Safe Exchange. No forbearance, failure or delay by Gold Safe Exchange in exercising any right, power or remedy under this Agreement shall be deemed to be a waiver thereof, or of any other right, power or remedy hereunder; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or of any other right, power or remedy hereunder. Each right, power and remedy of Gold Safe Exchange hereunder shall continue in full force and effect until specifically waived in writing by Gold Safe Exchange.

Waiver. Our failure to insist on strict compliance with this Agreement or any other course of conduct on our part shall not be construed as a waiver of our rights under this Agreement.

Electronic Copies and Signature. This Agreement may be executed by electronic or facsimile signature, including via emailed PDF counterparts; each such electronic or facsimile signature shall have the same force and effect as an original signature. The electronically stored copy of your (or your agent's) signature, any written instructions or authorizations, and this Agreement is considered to be a true, complete, valid, authentic and enforceable record, admissible in judicial, administrative or arbitration proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of Gold Safe Exchange's electronically stored copy of such documents in any proceeding between you and Gold Safe Exchange.

CUSTOMER SIGNATURE: \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_