

Client Name:		Phone 1:	
Street Address:		Phone 2:	
City, State, Zip:		Email:	

1. Scope of Agreement. This Agreement governs all transactions between Customer and GOLDCO DIRECT now or in the future, and supersedes any oral or written information or materials that Customer may have received in connection with any transaction. No agent, employee, or representative of GOLDCO DIRECT has the authority to bind GOLDCO DIRECT in any way to any affirmation, representation, or warranty concerning any item purchased from GOLDCO DIRECT, or concerning any information provided electronically to Customer, except as provided in this Agreement.

2. Delivery of Purchased Item(s). Upon receipt and confirmation of good funds in full payment of the purchase price, GOLDCO DIRECT shall make reasonable efforts to cause Customer's order to be shipped within five to fourteen (5-14) business days after receipt of good funds. Customer's order, however, may not be shipped until forty-five (45) business days after receipt of good funds due to market fluctuations and availability. Customer acknowledges that personal checks take a minimum of twelve (12) days to clear GOLDCO DIRECT's bank account. If your purchase is for a deferred portfolio such as an IRA or a 401K, delivery to the trustee will be as provided in the relevant account documents.

3. Items Lost or Stolen in Transit. If GOLDCO DIRECT determines that any item(s) purchased by Customer have been lost or stolen while in transit to Customer by common carrier, GOLDCO DIRECT will, in its sole discretion, either refund to Customer the full purchase price for such lost item(s) or replace such item(s). Customer agrees that this shall be Customer's sole and exclusive remedy for any losses resulting from items lost or stolen in transit.

4. Customer's Independence; No Future Predictions. Customer acknowledges that the decision to purchase coins, and which coins to purchase, is ultimately the Customer's alone. Customer acknowledges that no fiduciary relationship exists between GOLDCO DIRECT and Customer. GOLDCO DIRECT makes no predictions concerning market trends, and does not guarantee that any customer will be able to sell coins for a profit in the future. GOLDCO DIRECT recommends holding coins for a period that averages between three (3) and five (5) years in order to overcome fees and commissions applicable to each purchase.

5. Re-Purchases by GOLDCO DIRECT. GOLDCO DIRECT may purchase coins from its Customers, but makes no guarantee that it will always do so, or that it will do so at any particular price.

6. ARBITRATION OF DISPUTES; LIMITATIONS PERIOD.

a) ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO CUSTOMER'S RELATIONSHIP WITH GOLDCO DIRECT, INCLUDING BUT NOT LIMITED TO THIS AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT,

INTERPRETATION OR VALIDITY THEREOF, OR ANY OTHER DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF ANY INTERACTION BETWEEN GOLDCO DIRECT AND CUSTOMER, SHALL BE BROUGHT WITHIN ONE YEAR OF THE EVENT OR TRANSACTION GIVING RISE TO THE DISPUTE, CLAIM OR CONTROVERSY. THE EXCLUSIVE VENUE FOR RESOLUTION OF SUCH DISPUTE, CLAIM OR CONTROVERSY SHALL BE ARBITRATION IN LOS ANGELES, CALIFORNIA, BEFORE ONE ARBITRATOR, AND ADMINISTERED BY JAMS PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES (IF THE AMOUNT IN CONTROVERSY IS MORE THAN OR EQUAL TO \$250,000) OR ITS STREAMLINED ARBITRATION RULES AND PROCEDURES (IF THE AMOUNT IN CONTROVERSEY IS LESS THAN OR EQUAL TO \$250,000). THE ARBITRATOR SHALL HAVE SOLE JURISDICTION OF MATTERS RELATING TO THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE.

CLAIMS MUST BE BROUGHT IN CUSTOMER'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR SHALL NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, OR PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING.

JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

b) Confidentiality. All arbitration proceedings, including but not limited to any testimony, documents or evidence produced and the outcome of the arbitration shall be kept strictly confidential. Any breach of this confidentiality agreement shall entitle the non-breaching party to be entitled to injunctive relief and/or compensatory damages from any court having competent jurisdiction, or the arbitrator.

c) Authority of Arbitrators. The arbitrator shall have the authority to award compensatory damages, equitable relief,

liquidated damages, pre-award interest, and attorney's fees and costs.

d) Enforcing Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrators' award, or fails to comply with the arbitrators' award, the other party shall be entitled to an award of any costs, including attorney's fees, incurred in order to compel arbitration or defend or enforce an award.

7. Governing Law. The laws of the State of California, excluding any choice of law rules, shall govern any and all transactions and any and all disputes between GOLDCO DIRECT and Customer.

8. DISCLAIMER OF DAMAGES. IN NO EVENT, AND UNDER NO LEGAL THEORY, CONTRACT, TORT OR OTHERWISE, SHALL GOLDCO DIRECT OR ITS SUBSIDIARIES, AFFILIATES, OFFICERS OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM LOSS OF PROFITS, WAGES OR BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Risk Disclosure: Volatility of Market. The success of any precious metals purchase is dependent, in part, upon extrinsic economic forces including supply, demand, international monetary conditions, and inflation or the expectation of inflation. The impact of these forces on the values of coins cannot be predicted with any certainty. Customer acknowledges that the coin market can be volatile and that coin prices may rise or fall over time and that past performance is no indication of future performance. Moreover, rare coins are not suitable financial instruments for anyone seeking current income or short-term profits.

10. GOLDCO DIRECT's Pricing.

a) GOLDCO DIRECT's sales prices include a buy-sell spread. Except as set forth below for coins or proof bullion transferred to an Individual Retirement Account ("IRA"), spreads may fluctuate from time to time with market conditions and other factors. All quotes are given as an "ask" price. For instance, the price for bullion (coins and bars whose prices are linked with the gold and silver spot price) includes a spread that currently averages between five (5%) and twenty (20%) percent; the price for raw, semi numismatic and numismatic coins includes a spread that currently averages between seventeen (17%) and seventy (70%) percent; and the price for coins or proof bullion coins placed in an IRA includes a spread that currently averages between seventeen (17%) to seventy (70%) percent.

The following is an example of how the spreads work. A bullion or semi-numismatic coin or bar that carries a twenty percent (20%) spread might be quoted by GOLDCO DIRECT at \$1000, while GOLDCO DIRECT's cost for the coin, and the most GOLDCO DIRECT would pay to buy that item from a supplier or other customer at that date and time ("bid" price), would be \$800.

b) With IRA purchases, the price as contracted in the agreement will remain locked until delivery of the product to Your IRA.

c) GOLDCO DIRECT's prices are set internally based upon our analysis of a variety of factors and are not necessarily tied to spot metal prices or the prices quoted by any other organization, and are subject to change based on market conditions. GOLDCO DIRECT's total profit before operating expenses may be more or less than the bid-ask spread based on various factors including, but not limited to: quantity purchased, favorable or unfavorable purchases, and positive and negative market conditions.

11. Fees. GOLDCO DIRECT reserves the right to apply a three percent (3%) transaction and processing fee to all purchases, based upon the total purchase price before taxes. This fee covers all of GOLDCO DIRECT's transaction costs (shipping, packaging, insurance, etc.), as well as the processing of the transactions (e.g. coordination between custodians). The details of this and other fees charged by GOLDCO DIRECT, where applicable, are outlined in a separate invoice, which this agreement incorporates herein by reference. If a Customer chooses to liquidate their account with Goldco Direct, Goldco Direct may apply certain other costs and fees to the balance of said account prior to the disbursement of funds to Customer. These costs and fees include, but are not limited to a processing fee, and restocking fee.

12. Non-Payment by Customer. In the event that Customer refuses to accept delivery of the purchased item(s) or fails to make payment when due, GOLDCO DIRECT, in its sole discretion, may cancel the transaction and resell such item(s) on a wholesale basis. If the amount received by GOLDCO DIRECT upon any such resale shall be less than the contract price with Customer, GOLDCO DIRECT shall be entitled to recover from Customer the difference between the resale price and Customer's contract price, together with any incidental damages occasioned by Customer's breach. If the amount received by GOLDCO DIRECT upon any such resale shall be in excess of the contract price with Customer, such excess amounts shall inure solely to the benefit of GOLDCO DIRECT and Customer shall not be entitled to share in any such excess amounts.

13. Retirement Accounts. GOLDCO DIRECT has made every effort to comply with current federal laws in connection with coins placed in IRA accounts. However, GOLDCO DIRECT expressly disclaims any responsibility or obligation for any tax impact to Customer as a result of future Internal Revenue Code regulations or interpretations of current law. Customer expressly acknowledges and agrees that Customer has been advised to seek independent tax advice and that GOLDCO DIRECT has made no representations regarding the tax impact of Coins held as a physical asset in an IRA. Customer acknowledges that, unless otherwise specified by the Customer in writing to the Company, if he/she purchases gold for his/her IRA account, Company shall use proof gold coins to fund the IRA. If Customer purchases silver, Company shall use proof silver coins to fund the IRA.

14. Credit Card Purchases. Credit card purchases are only available for numismatic and semi-numismatic coins, not bullion. All credit card purchases are final and the purchased items may not be returned except pursuant to the provisions of Section 15 herein. Delivery of goods will only occur once the

good funds have been distributed and verified by GOLDCO DIRECT.

15. Return Policy.

a) No Refunds except as to counterfeit coin(s). GOLDCO DIRECT shall not be obliged to accept returns of any coin(s) for refund other than counterfeit coins returned in their original holders within one year of purchase. In such event, GOLDCO DIRECT's liability to Customer shall be limited to refund of the purchase price or replacement of the coin(s) in question, at GOLDCO DIRECT's option. GOLDCO DIRECT expressly disclaims any further liability to Customer, including any liability for lost profits or consequential damages.

b) Replacement of Numismatic Coin(s). Any numismatic coin may be replaced with any other numismatic coin of equal or greater value for any reason whatsoever within fifteen days of receipt of the numismatic coin by Customer; provided that the returned numismatic coin has not been removed from its original holder and is returned in the same condition as when it was shipped by GOLDCO DIRECT. The type and value of the replacement coin shall be in the sole discretion of GOLDCO DIRECT. Customer is responsible to pay the difference between the original and replacement coin and GOLDCO DIRECT's processing fee.

c) Bullion. ALL BULLION TRANSACTIONS ARE FINAL UNLESS THE ITEM HAS BEEN PROVEN TO BE FALSE BY A COMPETENT AUTHORITY.

16. Disclaimer of Express Warranties. GOLDCO DIRECT warrants that the nature and precious metals' content of the purchased item(s) are as described and are genuine, but no other express warranty is made in respect to any purchased item(s). Grades and descriptions of rare coins are opinions, not statements of fact or guarantees, and are based on standards and interpretations that can and do change over time. GOLDCO DIRECT uses contemporary grading standards and interpretations to grade coins, or relies upon the opinions of independent grading services such as the Professional Coin Grading Service, Inc., Numismatic Guaranty Corporation of America, ANACS, and The U.S. Mint. GOLDCO DIRECT does not guarantee that the coins it sells will achieve the same grades from GOLDCO DIRECT itself or from any independent grading service in the future.

17. Disclaimer of Implied Warranties. GOLDCO DIRECT EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES WITH RESPECT TO THE COINS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

18. Application to Future Transactions. Unless otherwise agreed by the parties in writing, any additional transactions between the parties of the kind contemplated by this Agreement shall be subject to the terms and conditions set forth herein. 19. Customer Warranty. Customer warrants that he/she/it: (1) is of sound mind; (2) is sole owner or trustee of any funds used to make purchases from GOLDCO DIRECT; (3) has all necessary consents to enter into purchases with GOLDCO DIRECT; (3) was not unduly pressured to consummate this Agreement or any transaction with GOLDCO DIRECT or its employees; and (5) was given every opportunity to seek assistance in discussing his/her/its purchases from GOLDCO DIRECT.

20. Finality of this Writing. This Agreement is intended by the parties as a final expression of their agreement concerning the matters contained herein, and is also intended as a complete and exclusive statement of the terms of their agreement. This Agreement supersedes any oral or written statement prior to or contemporaneous with this transaction by GOLDCO DIRECT. Customer shall not rely on any statement by or on behalf of GOLDCO DIRECT which is inconsistent with this Agreement.

21. Severability. If any provision of this Agreement or any portion of any transaction between Customer and GOLDCO DIRECT is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision or portion 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 remainder of the Agreement or transaction shall be in full force and effect.

Client Name (Print): _____

Client Signature: _____ Date: _____