

# SHIPPING AND TRANSACTION AGREEMENT

CUSTOMER INFORMATION	Customer Name: _____	
	Street Address: _____	Evening Phone: _____
	City / State / Zip: _____	Daytime Phone: _____
	Email Address: _____	
	By signing below, I acknowledge that I have read, understand, and hereby agree to the terms set forth on the front and back of this Agreement	
Dated: _____	Customer's Signature: _____	

PHONE CALLS	Initial Here _____	By initializing in the space provided, and by your signature on this agreement, you hereby expressly authorize LCI to telephone you at the number(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).
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Lear Capital, Inc. (and its affiliates) (collectively, "LCI") and Customer agree, subject to the provisions in this Transaction Agreement set forth in Paragraph 11, that the following terms shall govern the pending and all future transactions between the parties involving Precious Metals. "Precious Metals" shall mean, for purposes of this Transaction Agreement, any precious metal, in any form, that is the subject of a transaction between LCI 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. This Transaction Agreement applies to purchases from and sales to LCI, and the warranties and certifications are intended to be applicable to pending as well as future transactions with LCI

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

**2. Delivery of Precious Metals:** Unless otherwise specified in writing at the time of Customer's order, LCI shall cause all Precious Metals purchased and paid for to be delivered to Customer's address set forth above. LCI only uses reputable, nationally recognized delivery services to deliver its Precious Metals. If, however, Customer's order is lost prior to delivery, Customer is instructed to notify LCI, in writing, immediately. Notice of any such alleged lost should be sent to: Lear Capital, Inc., Attention: Customer Service, 1990 S. Bundy Drive, Suite 650, Los Angeles, CA 90025. If the delivery service verifies that Customer's Precious Metals were never delivered, LCI shall, within forty-five (45) days of such verification, in its sole discretion, either refund to Customer the full purchase price for such undelivered Precious Metals or replace such Precious Metals with other Precious Metals of the same denomination/type and grade. LCI assumes no responsibility for Precious Metals lost after delivery to Customer. LCI assumes no risk of loss for any Precious Metals purchased from a Customer until such materials are delivered to and accepted by an authorized representative of LCI.

**3. Purchase Price:**

**a. Sales:** The purchase price Customer has been quoted and agreed to pay includes LCI's profit margin on the transaction. Within the Precious Metals industry, the difference between LCI's cost on the day of the purchase (for the Precious Metals Customer has agreed to buy) and the retail price quoted to Customer is known as the "Spread." Spreads vary significantly - by Precious Metal, by customer, and over time. For Customer to make a profit, Customer must be able to sell the Precious Metals in the future for a price high enough to cover Customer's initial investment, including this Spread. Spreads may be subject to negotiation, and any Spread 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, (i) LCI's Spread on bullion (i.e., coins and bars that generally move in tandem with the spot price for the relevant commodity) was generally between two percent and ten percent (2 to 10%), and (ii) LCI's Spread on semi-Numismatic and Numismatic coins and bars was generally between seventeen percent and thirty-three percent (17 to 33%). Spreads for semi-Numismatic and Numismatic coins and bars are often in the range of approximately twenty-nine percent (29%). These numbers, however, are only general ranges and approximations, which are subject to change.. The actual Spread on any particular transaction could be any amount within those ranges (or even possibly outside those ranges).

For example, if a bullion coin or bar was quoted by LCI at \$400, and included a ten percent (10%) spread, LCI's cost for the bullion coin or bar would be \$360. Similarly, if LCI quoted a Numismatic coin or bar at \$400, and included a twenty-five percent (25%) spread, LCI's cost for that coin would be \$300. LCI's Spread range may be different (higher and/or lower), and the Spread LCI charges may be higher or lower, at the time of and for any given transaction.

**b. IRA Sales:** Individual retirement account ("IRA") transactions are more expensive to process and can require LCI to assume certain investment risk in connection with the transaction. As such, notwithstanding the general ranges set forth in Paragraph 3a, at the time this Transaction Agreement was transmitted for Customer's signature, LCI's Spread on all IRA Precious Metals transactions was generally between seventeen percent and thirty-three percent (17 to 33%). Spreads for IRA Precious Metals are often in the range of approximately twenty-nine percent (29%). These numbers, however, are only general ranges and approximations, which are subject to change. The actual Spread on any particular transaction could be any amount within that range (or even possibly outside that range). Moreover, LCI's Spread range may be different (higher and/or lower), and the Spread LCI charges may be higher or lower, at the time of and for any given transaction.

For example, a bullion coin or bar that ordinarily would be quoted by LCI (outside an IRA) at \$400, with a ten percent (10%) Spread, might be quoted at \$480, with a twenty-five percent (25%) Spread, if the bullion coin or bar is purchased as an IRA investment. In both those examples, however, LCI's cost for the bullion coin or bar would be \$360.

**c. Re-purchases:** The law prohibits LCI from guaranteeing to re-purchase the Precious Metals LCI sells, and LCI **does not guarantee** that it will re-purchase any Precious Metals that Customer purchases. However, as of the date of the transmission of this Transaction Agreement, LCI has never refused the opportunity to re-purchase Precious Metals that a customer purchased from LCI. If you wish to sell your Precious Metals in the future, LCI encourages you to offer them to LCI first. Should LCI make an offer to re-purchase Precious Metals you previously purchased from LCI, it is LCI's current practice, which is subject to change at its sole discretion, to offer to re-purchase Precious Metals that it commonly **sells at the highest current wholesale price (offered by LCI's suppliers) for such Precious Metals**. LCI'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 Precious Metals. LCI does not guarantee that any re-purchase offer will equal the price that LCI would pay to acquire the same denomination/type and grade of Precious Metal from a wholesaler, or that any offer made will be higher or equal to what someone else might offer for the same Precious Metals.

**d. Certification:** Customers who are selling Precious Metals to LCI declare under penalty of perjury pursuant to 28 USC §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 investor 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 Lear of coins, hallmark bars, registered ingots, and other items as Numismatic objects is for their Numismatic value. Customers who are buying Precious Metals from LCI declare under penalty of perjury pursuant to 28 USC §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 investor has and holds him or herself out as having knowledge or skill peculiar to such articles or the practices involved in the purchaser of such articles, and (ii) any purchase from Lear 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 Precious Metals or sell your existing holdings - as LCI's bid (buy from customer) and ask (sell to customer) quotes will vary. LCI 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, semi-Numismatic, or Numismatic:** Whether a Precious Metal is classified as Bullion, semi-Numismatic, or Numismatic may turn on a number of objective and subjective factors, including the age of the Precious Metal, 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 Precious Metal collections, and an investor's personal attraction to the piece. LCI's classification of Precious Metals is only an opinion and may change over time (e.g., if additional quantities of the Precious Metal are discovered). In addition, given the subjective nature of the classification process, other dealers or investors may classify the same coin differently. LCI's prices and spreads are based on its classification determination.

**4. Remedy for Customer's Failure to Perform:** If Customer refuses to accept delivery of the Precious Metals ordered or fails to make payment when due, LCI, in its sole discretion, may cancel the transaction and resell such Precious Metals on a wholesale basis. If the proceeds from such resale are less than the contract price with Customer, LCI 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, LCI shall be entitled to keep the excess amount to cover LCI's incidental damages.

**5. Investment Objectives; Holding Period; Investment Risk; No Advice; Commissioned Sales Representatives:**

**a.** LCI is a seller and purchaser of Precious Metals. While LCI is always prepared to compare and contrast the different Precious Metals that are available for purchase or that LCI is willing to purchase, Customer acknowledges and agrees that (i) **no fiduciary relationship exists** between LCI and Customer, (ii) the decision to purchase or sell Precious Metals, and which Precious Metals 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 LCI's opinion, Precious Metals should be considered a long-term investment. Customer should be prepared to hold any Precious Metals purchased - whether from LCI or elsewhere - for at least a three to five year period, and preferably five to ten years, to maximize the potential for gains. In LCI's opinion, Customer should only invest capital that can be held for at least this period of time. However, Precious Metals, like all investments, carry capital risk. Precious Metals may

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appreciate, depreciate, or stay the same depending on a variety of factors. LCI cannot guarantee, and makes no representation, that the Precious Metals will appreciate at all or appreciate sufficiently to make Customer a profit at the expiration of this or any other period of time.

c. In LCI's opinion, Customer should not invest more than twenty percent (20%) of Customer's available investment funds in Precious Metals. Moreover, Precious Metals do not yield income and thus are not an appropriate investment vehicle for investors seeking current or future income.

d. The success of an investment in Precious Metals 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 Precious Metals in general or any particular Precious Metal cannot be predicted. Customer acknowledges that the Precious Metals market can be volatile and that Precious Metal prices may rise or fall over time. Customer further acknowledges that past performance is no guarantee of future performance.

e. LCI does not provide tax, investment, or legal advice or advisory services, and no one associated with LCI is authorized to provide any such advice or services. Any written or oral statements by LCI, its officers, agents, sales representatives, or other representatives relating to future events or the attributes of certain Precious Metals are opinions only. Such statements, if any, are not representations of fact.

f. LCI's sales representatives are commissioned 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, LCI's sales representatives may receive other compensation tied to sales activity - e.g., sales contests; bonuses tied to the sale of certain denominations/types or grades of Precious Metals. LCI's sales representatives are not licensed and their knowledge of Precious Metals and the Precious Metals marketplace varies markedly.

g. LCI makes no representations regarding the tax consequences of holding Precious Metals as an investment in an IRA. Customer expressly acknowledges that Customer has been advised to seek independent tax advice, from a qualified professional, regarding the tax consequences of such an investment.

#### 6. Grades:

a. **LCI is not a grading service.** LCI purchases Precious Metals for re-sale to its customers. LCI is not a grading service. LCI does not independently assess the Precious Metals it purchases for re-sale, 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. 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 Metal. Moreover, grading standards are constantly evolving. LCI does not guarantee that the Precious Metals it sells will achieve the same grades in the future. In selling graded Precious Metals, LCI warrants

that the Precious Metal is genuine (i.e., not a counterfeit) and states that the grade is as opined by the grading service when graded by that service.

b. **Grading is subjective.** Grading is a subjective determination. Grading is an art, not a science. 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 Precious Metal 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. **Cleaning/Toning.** LCI does not represent that a Precious Metal has or has not been cleaned, that any toning is natural or artificial, that a Precious Metal has a particular provenance or pedigree, that a Precious Metal is struck or not struck, that a Precious Metal is produced or not produced in a particular manner or style, and/or that a different grading service (or even a different grader within the same grading service) would assign the same grade now or in the future to the same Precious Metal.

e. **Acknowledgment.** Where LCI sells a Precious Metal 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 LCI 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:** LCI 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, LCI will cause to be delivered to Customer the denomination/type and grade of Precious Metals 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 Precious Metals from or selling Precious Metals to LCI is the representation set forth in this Paragraph 7. Neither LCI, nor any of its officers, agents, employees, sales representatives, or other representatives are authorized to make any other representations or warranties concerning any Precious Metals that LCI is selling or purchasing under this Transaction Agreement.

#### 8. Refund Policy:

a. Replacement of Semi-Numismatic or Numismatic Coins Where Grade Disputed: Customer agrees to inspect each delivery carefully upon receipt. If, for any reason whatsoever, Customer is dissatisfied with the quality of a **semi-Numismatic or Numismatic coin or bar** (specific kinds of Precious Metals) purchased from LCI, Customer should immediately notify LCI. If Customer notifies LCI of its dissatisfaction within fifteen (15) days of delivery of the semi-Numismatic or Numismatic coin or bar and the original holder in which the semi-Numismatic or Numismatic coin or bar in question was delivered has **not** been opened, removed, or tampered with in any respect, LCI shall replace the semi-Numismatic or Numismatic coin or bar in question with another semi-Numismatic or Numismatic coin or bar (as appropriate) of the same denomination/type and grade. LCI, in its sole discretion, **may** permit Customer to upgrade to a higher value semi-Numismatic 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 semi-Numismatic or Numismatic coin or bar previously purchased and LCI's current sale price for the higher value semi-Numismatic or Numismatic coin(s) or bar(s) to be substituted. If LCI determines, in its sole discretion, that another semi-Numismatic or Numismatic coin or bar of the same denomination/type and grade is not reasonably, commercially available, LCI may elect, at its sole option, to either (i) replace the semi-Numismatic or Numismatic coin or bar purchased with a reasonably comparable semi-Numismatic or Numismatic coin or bar, even though of a different denomination/type and grade, or (ii) return Customer's Purchase Funds and void that particular transaction.

b. With the exception noted in Paragraph 8a and the Addendum attached hereto (certain state residents only), **ALL SALES ARE FINAL (i.e., the Precious Metals cannot be exchanged or returned for a refund).**

9. **Disclaimer of Express and Implied Warranties: EXCEPT AS SET FORTH IN PARAGRAPH 7, THE PRECIOUS METALS SOLD BY LCI PURSUANT TO THIS TRANSACTION AGREEMENT ARE SOLD ON AN "AS IS" BASIS AND LCI 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 LCI 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 LCI IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, LCI'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.**

11. **Application to Future Transactions:** This Transaction Agreement shall control all transactions between LCI and Customer unless and until such time as it is amended by LCI. Customer agrees that LCI may amend this Transaction Agreement at any time and from time to time, that LCI 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 LCI.

12. **Force Majeure:** Neither LCI 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 LCI's internal computer systems, or any disruption, failure and/or error in or of any third-party Internet service providers as LCI may use from time to time.

13. **Arbitration of Disputes: 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 LCI AND CUSTOMER, SHALL BE BROUGHT AND BE DETERMINED BY ARBITRATION IN LOS ANGELES, CALIFORNIA, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES (IF THE AMOUNT IN CONTROVERSY EXCEEDS \$250,000) OR ITS STREAMLINED ARBITRATION RULES AND PROCEDURES (IF THE AMOUNT IN CONTROVERSY IS LESS THAN OR EQUAL TO \$250,000). CUSTOMER AND LCI WAIVE THEIR RIGHTS, IF ANY, TO BRING ANY CLAIM THAT IS SUBJECT TO THIS ARBITRATION PROVISION AS A CLASS ACTION OR OTHERWISE ON A REPRESENTATIVE BASIS. JUDGMENT ON ANY AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION.**

14. **Choice of Law; Individual and Class Claims:** The internal, substantive law of California shall govern all individual claims brought by or against LCI in connection with this Transaction Agreement or otherwise arising out of any interaction between LCI and Customer (i.e., California's conflict of law principles will not apply).

15. **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 to purchases from or sales to Lear Capital, Inc., or any other conduct of Lear Capital, Inc., must be brought within one year after the purchase or sale or other event giving rise to the claim or legal action. Notwithstanding the immediately preceding sentence, if the law of the applicable jurisdiction has a "discovery rule," whereby accrual of the claim is deferred, which is applicable to one or more claims, then the one-year (or shorter, if applicable) limitation period specified herein shall begin running from the date of accrual for such claim or claims as determined by the law of the applicable jurisdiction. 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.

16. **Jurisdiction:** Jurisdiction and venue for any dispute, claim or controversy arising out of or relating to this Transaction Agreement or the breach, termination, enforcement, interpretation or validity thereof, or any other interaction between LCI and Customer, shall be in Los Angeles, California, and any party making a claim against LCI in whatever form hereby submits to personal jurisdiction in that forum for any and all purposes.

17. **Finality; Integration Clause:** This Transaction Agreement is intended by LCI 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 Transaction Agreement supersedes any oral or written statements made prior to, contemporaneous with, or in the future regarding this Transaction Agreement or the transactions covered hereunder. Customer shall not rely upon any statement made by or on behalf of LCI that is inconsistent with this Transaction Agreement.

18. **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.