Text

Description automatically generated

**PRECIOUS METALS**

**SHIPPING and ACCOUNT AGREEMENT**

Clie Client’s Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client’s Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State:\_\_\_\_\_\_\_Zip:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Cell Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Work Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Home Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PerP Permission for Phone Calls: As evidenced by signing my initials below (and by my signature on page 4). I hereby authorize Paradigm Gold Gold Group to telephone me at any of the number(s) provided above, regardless of whether or not my telephone number(s) appear on on the “NATIONAL DO NOT CALL REGISTRY”.**

Initial Here:\_\_\_\_\_\_\_\_

P

**PerP**

**.**

Initial Here:\_\_\_\_\_\_\_\_\_

Unless otherwise provided in Section 14(ii) below, you (Client) and Paradigm Gold Group (PGG) each agree that the terms of this Agreement shall govern all transactions (including possible future transactions) between the parties hereto that involve Precious Metals (as defined in Section 1 below).

1. Payment for Items Purchased. Within one (1) business day of Client's placement of any order with PGG for Precious Metals, Client must deliver funds ("Purchase Funds") adequate to cover all such items purchased. Purchase Funds may be delivered to PGG by wire transfer, personal check or cashiers' check. All payments should be made payable to Paradigm Gold Group LLC. If Client fails to provide the Purchase Funds within three (3) business days of Client's placement of the order, PGG may exercise the rights set forth in Section 3 below. Please Note That All Sales Under This Agreement Are Final, which means that any purchased items cannot be exchanged or returned for a refund except to the limited extent permitted under PGG’s Refund Policy set forth in Section 11 below. The term "Precious Metals" as used in this Agreement means any precious metal, in any form, that is the subject of a transaction between PGG and Client, and shall include, but is not limited to, bullion bars and coins, semi-Numismatic coins and bars, and Numismatic coins and bars. The term "business day" shall mean a day other than a Saturday or Sunday or a day on which banks in the State of California are authorized or required by law to close.

2. Delivery of Items Purchased; Lost or Undelivered Orders. PGG shall deliver the Precious Metals specified in, and purchased by, Client's order to a suitable delivery service for delivery to Client after PGG verifies that the Purchase Funds provided have been processed and cleared. For payments by personal check, it may take up to ten (10) business days to so verify the Purchase Funds. Unless otherwise specified in writing at the time of Client's order, PGG shall cause all items of Precious Metals so purchased and paid for to be delivered to Client's address as set forth above. PGG alone shall determine the appropriate means of delivery to Client of Precious Metals purchased, but PGG shall only use reputable, nationally recognized delivery services to deliver its Precious Metals. If any items ordered by Client are lost prior to delivery or not received by Client, then Client must immediately notify PGG, in writing. Notice of any such alleged lost or non-delivered items should be sent to: Paradigm Gold Group, 11693 San Vicente Ste 917 Los Angeles, CA 90049. If PGG verifies through its delivery service that Client's Precious Metal items were lost prior to delivery or never delivered, PGG shall, within sixty (60) days of such verification, in its sole discretion, either refund to Client the full purchase price for such lost or undelivered Precious Metal items or replace such items with other Precious Metals of the same denomination/type and grade. PGG assumes no responsibility for any order of Precious Metals that are lost after delivery to Client. PGG assumes no risk of loss for any Precious Metal items purchased from a Client until such items are delivered to, and accepted by, an authorized representative of PGG.

Initial Here:\_\_\_\_\_\_\_

3. Consequences of Client's Failure to Perform. If Client refuses to accept delivery of Precious Metal items ordered or fails to make payment when due as provided in this Agreement, PGG in its sole discretion, may cancel the transaction and resell such Precious Metal item on a wholesale basis. If the proceeds from such resale are less than the purchase price Client agreed to pay under this Agreement, PGG shall be entitled to recover from Client the difference between the resale price and such purchase price, plus any incidental damages arising from or due to such breach by Client. If the proceeds from such resale are more than such purchase price with Client, PGG shall be entitled to keep the excess amount as liquidated damages given that the amount of actual damages under such circumstances would be too speculative to calculate.

4. Client Assumes Investment Risk; Investment Decisions, Account Executives; Related Matters. PGG is a seller and purchaser of Precious Metals. Although PGG is prepared to compare and contrast different Precious Metals available for purchase from it or that it may be willing to purchase, Client acknowledges and agrees that Client assumes the risk of all investment decisions regarding all Precious Metals it purchased from PGG and PGG makes no guarantee or representation regarding Client's ability to profit from any purchase or any representation regarding any tax implications of any purchase and the decision to purchase or sell Precious Metals, and which Precious Metals to purchase or sell, are the Client's decision alone. Client acknowledges that any assistance PGG may offer or provide to Client does not create a fiduciary relationship between Client and PGG. Any purchases of Precious Metals by Client from PGG are made subject to Client's own prudence, judgment and ultimate decision. PGG does not provide tax, investment, or legal advice or advisory services, and no one associated with PGG is authorized to provide any such advice or services. Any written or oral statements by PGG, its officers, agents, account executives, 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. Further, PGG’s account executives are independent contractor salespersons, who are not licensed and their knowledge of Precious Metals and the Precious Metals marketplace may vary significantly, and such executives' earnings are based on the amount of accounts they may generate.

5. Holding Period; Outside Factors and Past Performance; Suggested Financial Limits. Precious Metals should be considered a long-term investment. In PGG's opinion, Client should be prepared to hold any Precious Metals purchased for at least a three to five year period, and preferably five to ten years, to maximize the potential for gains. Client should only invest capital that can be held for at least this estimated period of time. An investment in Precious Metals also carries capital risk. Client acknowledges that it is aware that PGG makes no guarantee or representation that Client will make a profit (or even avoid a loss of its capital invested) at the expiration of this or any other periods of time.

Further, the success of an investment in Precious Metals is dependent, in part, upon outside 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 for any particular Precious Metal, cannot be predicted. Client further acknowledges that the Precious Metals market can be volatile and that Precious Metal prices may rise or fall over time. Client further acknowledges that past performance is no guarantee of future performance.

6. Investments by IRAs. PGG makes no representations regarding the tax consequences of holding Precious Metals 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 an investment. Further, please note that holding Precious Metals as an investment in an IRA will result in additional fees charged by third parties, not PGG, such as depositary and custodial fees that would be charged directly to the Client by such third parties.

7. Purchase Price: (i) Precious Metals Sales. The purchase price of the Precious Metals in a transaction will include PGG’s operating margin on the transaction. The operating margin is the difference between PGG’s acquisition cost of the Precious Metals at the time of a transaction and the purchase price Client paid. The operating margin may be subject to negotiation and may be more or less than the operating margin quoted to others in similar transactions on the same day or other trading days, or charged to the Client in prior or future transactions, due to market conditions in the precious metals markets. PGG's operating margin quoted to the Client starts as low as seven percent (7%) and ranges up to thirty percent (30%) depending on the market timing, quantity and type of Precious Metal acquired in a transaction on the Client's behalf. This would include all account executive earnings and company operating expenses charged by PGG. Operating margin on common bullion coins and bars tend to be lower than the operating margin on semi-numismatic, numismatic and rare coins and bars. This also varies depending on the type, rarity and quality of the precious metal. A typical operating margin on bullion coins or bars purchased

Initial Here:\_\_\_\_\_\_\_

for an IRA investment is fifteen percent (15%). These are approximate numbers, and represent a general range and a typical transaction. The actual operating margin on any particular transaction can be any amount mostly within, but also could be outside this range. As an example of how the operating margin would apply, if a bullion bar or numismatic coin was quoted by PGG at $1000,00 and included a fifteen percent (15%) operating margin, PGG's acquisition cost for that bullion bar or numismatic coin would be $850.00 Client may be charged a Shipping and Insurance fee for their initial order.

(ii) Client Quotes. You may request that PGG provide a quote on your holdings at any time. If you request such a quote, however, please specify whether you are looking to purchase additional Precious Metals or sell your existing holdings - as PGG's "bid" (buy from a client) and "ask" (sell to a client) quotes will vary. PGG 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.

(iii) Classification of Precious Metals. Whether or not a Precious Metal item is classified by PGG as Bullion, semi-Numismatic or Numismatic may depend upon a number of factors, objective and subjective, that may include the age of the Precious Metal item, its condition, its rarity and the possibility of additional copies being minted or discovered, the "notoriety" of the item in light of historical events or prior owners, its country of origin, and various other factors that PGG believes may be relevant. So, please note that PGG's classification of Precious Metals is only an opinion and may change over time (e.g. if additional quantities of the item are discovered). In addition, in light of the inherent subjective nature of this classification process, other dealers or investors may classify the same Precious Metal item differently. PGG's prices and spreads (as previously described) are based on its classification determination.

8. Grading of Precious Metals. PGG may purchase Precious Metals for resale to its clients. PGG will rely upon the opinions of independent grading services such as Numismatic Guaranty Corporation of America, ANACS and/or the Professional Coin Grading Service, Inc. PGG does not guarantee that the coins it sells will achieve the same grades from any independent grading service in the future, especially since 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 item, and grading standards can evolve over time.

9. Repurchases Not Guaranteed. PGG is prohibited under the law from guaranteeing to repurchase Precious Metal items that PGG sells, and PGG does not guarantee that it will repurchase any Precious Metal item that Client may purchase. Please note, however, that as of the date of the transmission of this Agreement, PGG has never refused the opportunity to repurchase Precious Metal items that a client purchased from PGG. If you wish to sell your Precious Metals in the future, we encourage you to first offer them to PGG. Should we make an offer to repurchase our Precious Metals, it is our current practice, which is subject to change at our sole discretion, to offer to repurchase Precious Metals that we commonly sell at the highest current wholesale price for such Precious Metals. Further, our repurchase 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. PGG does not guarantee that any repurchase offer we may make will equal the price that PGG would pay to acquire the same denomination/type and grade of Precious Metal from a wholesaler or other seller, or that any offer made will be higher or equal to what someone else might offer for the same Precious Metals.

10. PGG's Limited Representation/Warranty. PGG represents and warrants that, upon the delivery of Purchase Funds as provided herein and subject to the other terms and restrictions set forth in this Agreement, PGG will cause to be delivered to Client the denomination/type and grade of Precious Metals specified in Client's order, as classified and/or graded by one of the following independent grading services: Numismatic Guaranty Corporation of America, ANACS and/or the Professional Coin Grading Service, Inc., or any other independent grading service of similar standing. The only representation and warranty that PGG provides, and Client may rely upon in purchasing Precious Metals from or selling Precious Metals to PGG, is the representation previously set forth in this Section 10. Neither PGG, nor any of its officers, agents, employees, account executives, or other representatives is authorized to make any other representations or warranties concerning any Precious Metals that PGG is selling or purchasing under this Agreement.

11. Paradigm Gold Group’s Refund Policy. (i). Semi-Numismatic or Numismatic Coins or Bars. Client agrees to carefully inspect each delivery of Precious Metal items it orders from PGG. If Client is dissatisfied with the quality of a semi-Numismatic or Numismatic coin or bar purchased from PGG for any reason, Client should immediately notify PGG in writing of such dissatisfaction.

Initial Here:\_\_\_\_\_\_\_

If Client notifies PGG in writing of its dissatisfaction within fifteen (15) days of delivery of the semi-Numismatic or Numismatic coin or bar and further, provided, that the returned semi-Numismatic or Numismatic coin or bar has not been removed from its original holder and is returned to PGG in the same condition as when it was shipped by PGG, then under those circumstances, PGG shall, in its sole discretion, either (x) replace the semi-Numismatic or Numismatic coin or bar in question with any other semi-Numismatic or Numismatic coin or bar of equal or greater value or (y) return Client's Purchase Funds and void that particular transaction. If a transaction is voided, the customer will be charged the industry standard of 3% restocking fee for restocking, insurance and handling.

(ii) Counterfeit Coin. PGG shall not be obliged to accept returns of any coin or coins it has sold hereunder for refund other than counterfeit coin or coins that are returned to PGG in their original holders within one year of purchase. Please note that in the case of counterfeit coin or coins, PGG's liability to Client shall be limited to, at PGG's sole discretion, either the (x) replacement of the counterfeit coin or coins in question or (y) return of Client's Purchase Funds and voiding of that particular transaction. Please further note that PGG hereby expressly disclaims any further liability to Client, including any liability for special or consequential damages or lost profits as a result of counterfeit coin or coins. Moreover, PGG will not be liable in any event for a replacement or refund of the Client's Purchase Funds for any coin or coins purchased by Client if more than one year has passed since the date of its original purchase regardless of when Client became aware of the possible claim.

(iii) Bullion. All bullion transactions are final unless the purchased bullion item is proven to be false by a competent authority accepted as such by both Paradigm Gold Group and Client.

12. Disclaimer of Express and Implied Warranties. EXCEPT AS SET FORTH IN SECTION 11(i), THE PRECIOUS METALS SOLD BY PGG PURSUANT TO THIS AGREEMENT ARE SOLD ON AN "AS IS" BASIS AND PGG MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OR FITNESS FOR A PARTICULAR PURPOSE.

13. No Liability for Consequential Damages; Limitation of Liability. PARADIGM GOLD GROUP SHALL NOT IN ANY EVENT 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 AGREEMENT, EVEN IF PGG IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, PGG’S LIABILITY TO CLIENT FOR ANY REASON AND UPON ANY CLAIMS SHALL AT ALL TIMES BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT FOR THE PRECIOUS METALS IN DISPUTE.

14. Miscellaneous. (i) Governing Law; Jurisdiction and Venue; Class Actions Claim. 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. Client acknowledges that PGG has its principal place of business in California and Client acknowledges and agrees that it 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 PGG and Client, shall be in Los Angeles, California, and any party making a claim against PGG in whatever form hereby submits to a personal jurisdiction in that forum for any and all purposes. However, if a class or purported class action is brought by or against PGG in connection with this Agreement or otherwise, the claim of each putative or actual class member shall be governed by the internal, substantive law of that putative or actual class member's state of domicile. (The inclusion of this provision is not an admission by PGG that any claim can be brought or maintained as a class action.)

(ii) Entire Agreement; Amendments by Paradigm Gold Group. This Agreement constitutes the entire agreement and understanding between PGG and Client with respect to the matters set forth herein, and supersedes and replaces any prior or contemporaneous agreements and understandings, whether oral or written, between and among them with respect to such matters. Client shall not rely upon any statement made by or on behalf of PGG 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 section shall be effective only in the specific instances and for the specific purpose for which given. No failure or delay on the part of PGG in the exercise of any right, power, or privilege hereunder 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. Client hereby further

Initial Here:\_\_\_\_\_\_\_

agrees that PGG may amend this Agreement at any time from time to time; that PGG may give notice to Client of any amendment by mailing as provided in Section 14(iii) a copy of the amended Agreement, and that following such mailing, this Agreement as so amended shall govern any succeeding transactions between Client and PGG.

(iii) 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.

(iv) 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.

**(v) Arbitrations; Time Limit: 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 TO ARBITRATE, OR ANY OTHER DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF ANY INTERACTION BETWEEN PARADIGM GOLD GROUP AND CUSTOMER, SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL AND SHALL BE DETERMINED BY ARBITRATION IN LOS ANGELES, CALIFORNIA, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES (IF THE AMOUNT IN CONTROVERSY IS MORE THAN $250,000) OR ITS STREAMLINED ARBITRATION RULES AND PROCEDURES (IF THE AMOUNT IN CONTROVERSY IS LESS THAN OR EQUAL TO $250,000). IF THE ARBITRATION IS A CLASS ARBITRATION, THE AGGREGATE AMOUNT, OF THE PURPORTED CLAIMS OF ALL PUTATIVE CLASS MEMBERS, SHALL BE USED TO DETERMINE WHICH RULES APPLY. JUDGMENT ON THE 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.**

**THE ARBITRATOR SHALL HAVE THE AUTHORITY TO AWARD COMPENSATORY DAMAGES TO THE PREVAILING PARTY, BUT THE ARBITRATOR SHALL NOT HAVE AUTHORITY TO AWARD PUNITIVE DAMAGES, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR SPECULATIVE DAMAGES TO EITHER PARTY.**

IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY HERETO, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

(vi) Force Majeure. PGG 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, 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 PGG’s internal computer systems, labor shortage or dispute, or governmental act), or any other cause beyond the reasonable control of PGG. (vii) 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.

(viii) Counterparts. This Agreement may be executed in counterparts, and each counterpart of this Agreement executed

Initial Here:\_\_\_\_\_\_\_\_

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.

(ix) 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.

(x) 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.

**AS EVIDENCED BY MY SIGNATURE BELOW, I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND HEREBY AGREE TO ALL OF THE TERMS SET FORTH IN THIS AGREEMENT.**

**Clients Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Wiring Information**

Wells Fargo Bank

Paradigm Gold Group LLC

Acc# 2667816272

ABA# 121000248