



TRANSACTION AGREEMENT

This Agreement is entered into between Client(s) (“Client”, “Clients”, or “you”) and Augusta Precious Metals (“Augusta”) for the purchase of Common Bullion Products or Premium Products from Augusta and the sale of Common Bullion Products or Premium Products to Augusta. This Agreement applies to all transactions between you and Augusta.

IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS AGREEMENT, PARTICULARLY YOUR RIGHTS, OBLIGATIONS AND RISKS HEREUNDER. IT IS ALSO IMPORTANT THAT YOU SEEK THE ADVICE OF YOUR ATTORNEY AND FINANCIAL ADVISOR. BY SIGNING THIS AGREEMENT, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND THE AGREEMENT AND HAVE CONSULTED WITH YOUR ATTORNEY AND FINANCIAL ADVISOR, AS NECESSARY, TO ENGAGE IN THIS TRANSACTION.

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Disclosures/Disclaimers/Acknowledgments of Risks

Augusta's Products

Augusta classifies its products as either Common Bullion Products or Premium Products.

Common Bullion Products

Augusta's Common Bullion Products are priced for the most part in accordance with the value of the precious metal they contain. Common Bullion Products may increase or decrease in value.

A comprehensive list of all Common Bullion Products Augusta offers can be viewed at:

<http://www.augustapreciousmetals.com/gold-bullion/> and <http://www.augustapreciousmetals.com/silver-bullion/>

Premium Products

Augusta's Premium Products are priced at a premium above the value of the precious metal they contain. This premium is based on various factors, including, but not limited to, speculative interest, collector and investor demand, available supply, industry promotions, perceived value, and economic conditions. Premium Products may increase or decrease in value regardless of, and at times in opposition to, changes in the spot price of the precious metal they contain. Premium Products include all products Augusta offers that are not otherwise identified as Common Bullion Products. A comprehensive list of all Premium Products Augusta offers can be viewed at <http://www.augustapreciousmetals.com/premium-gold-coins/> and <http://www.augustapreciousmetals.com/premium-silver-coins/>

Investment Risks

Clients considering purchasing Common Bullion Products or Premium Products should consider the associated risks and acquisition costs. Purchases of Common Bullion Products or Premium Products should be made only with discretionary funds and not with monies necessary to cover or produce your day-to-day living expenses. What is suitable for one Client with a given financial means may not be suitable for the goals or emotional makeup of a different Client of the same means. Before you choose to buy or sell Common Bullion Products or Premium Products, you should determine your ability to understand the transaction and to meet all financial commitments to be made. Investment in Common Bullion Products or Premium Products is not for everyone, and Augusta makes no attempt to confirm the suitability of any product for any Client at anytime.

Diversification

In Augusta's opinion, diversification is important to a strong investment plan. Many experts generally recommend that precious metals constitute between 5-10% of a well diversified portfolio. Some individuals or entities may recommend different amounts. If you choose to invest any percentage of your wealth in Common Bullion Products or Premium Products, please do so after consulting a certified financial advisor and accountant. Common Bullion Products or Premium Products do not yield income and thus are not an appropriate investment vehicle for Clients seeking current or future income. Augusta does not guarantee, and makes no representation, that a certain percentage of investments in Common Bullion Products or Premium Products is appropriate for any particular Client.

Volatility

Common Bullion Products or Premium Products markets are subject to substantial fluctuations including significant and rapid increases and decreases from time to time. Clients must be able to assume and tolerate the risk of such price fluctuations. The success of an investment in Common Bullion Products or Premium Products is dependent, at least 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 value of Common Bullion Products and Premium Products cannot be predicted with any certainty. No assurance can be given that a Client will be able to sell his or her Common Bullion Products or Premium Products at a price greater than or equal to their acquisition cost. Client acknowledges that the Common Bullion Products and Premium Products markets can be volatile and that the prices for Common Bullion Products and Premium Products may rise or fall over time. Client further acknowledges that past performance is no guarantee of future performance.

Unregulated Market

Investment in Common Bullion Products and Premium Products is speculative and unregulated, and, as a result, prices may rise and fall over time or rapidly.

Holding Period

In Augusta's opinion, purchases of Common Bullion Products and Premium Products should be considered long-term investments. Augusta recommends a holding period of at least three to five years or longer on Premium Products. An effective holding period may differ between Premium Products, and may be longer in changing market conditions. Augusta does not guarantee, and makes no representation, that Common Bullion Products or Premium Products will appreciate at all or appreciate sufficiently to make Client a profit at the expiration of this or any other period of time.

Past Performance/Future Results

Past performance does not guarantee future results. Predictions regarding the future of Common Bullion Products or Premium Products markets and the economy cannot be made with certainty. Augusta does not guarantee, assure, or promise future Common Bullion Products or Premium Products market movement, prices, bid/ask spreads, or profits, or that investment can be made in Common Bullion Products or Premium Products without the risk of loss of principle. You understand that the decision to purchase Common Bullion Products or Premium Products, and which Common Bullion Products or Premium Products to purchase, is ultimately yours alone. Profit can only be made if prices rise over the investment period in an amount sufficient to overcome the bid/ask spread (see Pricing) and any costs, including, but not limited to, liquidation fees. There may still be a loss despite favorable price movements. Common Bullion Products and Premium Products do not provide interest or current income.

Account Executives

Augusta's Account Executives are generally commissioned salespeople. Their salary is based, at least in part, on the amount and profit margin of the products they sell, and they may receive higher compensation for recommending one product over another. Augusta's Account Executives are not licensed investment or financial advisors. Regardless of opinions expressed and recommendations made by Augusta employees, it is your responsibility as an investor or collector to educate yourself and consider all risks, prices, and policies relating to your purchase. Augusta and its Account Executives are not your agents and owe no fiduciary duty to you. Client must make the final decision as to whether Client wishes to enter into any particular transaction for the purchase or sale of Common Bullion Products or Premium Products and should keep the foregoing in mind when making that decision. Client is solely responsible for all decisions to purchase or sell Common Bullion Products or Premium Products.

Reliance on Representations

The only representations and warranties that Client may rely upon in purchasing or selling Common Bullion Products or Premium Products from or to Augusta are the representations and warranties set forth in this Agreement. Neither Augusta nor any of its officers, agents, employees, sales representatives, including Account Executives, or other representatives is authorized to make any other representations or warranties concerning any product that Augusta is selling or purchasing under this Agreement. It is your responsibility to consult a licensed advisor familiar with the specific markets in which you are or intend to become involved before liquidating any current investments to purchase Common Bullion Products or Premium Products or purchasing or selling any Common Bullion Products or Premium Products.

Grading/Authenticity

Grades and descriptions of Common Bullion Products or Premium Products are opinions based on standards and interpretations that can and do change over time, and are not statements of fact or guarantees. Augusta is not a grading service, and relies upon the certifications of independent grading services in selling Common Bullion Products and Premium Products. Augusta does not independently verify the grade or authenticity of the Common Bullion Products and Premium Products it sells. While Augusta guarantees that all of the Common Bullion Products and Premium Products it sells are genuine, the Common Bullion Products and Premium Products sold by Augusta pursuant to this Agreement, are sold on an "as is" basis and Augusta expressly disclaims any other warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose, and any warranties associated with the grades assigned to Common Bullion Products or Premium Products by independent grading services.

Tax and Legal Advice Initial here: _____

Augusta does not give tax or legal advice, and will not advise as to the tax or legal consequences of purchasing and selling Augusta's products or investing in an Individual Retirement Account. It is important that Client consult Client's own tax and legal advisors with any questions regarding the tax and legal consequences of any purchase, sale, or investment. Augusta does not sell any product which is exempt from applicable taxes.

IRA Custodians, Attorneys and Transactions

Augusta does not serve as an Individual Retirement Account (IRA) custodian, trustee, or attorney, but may, for the convenience of its Clients, suggest companies or attorneys that provide IRA custodian or trustee services or legal advice. Such companies and attorneys are independent from and not affiliated with Augusta, and Augusta expressly disclaims any and all responsibility for Client loss arising from the relationship between Client and such a company or attorney. Client is solely responsible for selecting an IRA custodian or trustee or attorney and any related transactions involving that custodian or trustee or attorney.

Pricing Initial here: _____

Augusta's sale and buy back prices for Common Bullion Products and Premium Products are set internally, and are constantly changing. Common Bullion Products are priced for the most part in accordance with the value of the precious metal they contain. Premium Products are priced at a premium above the value of the precious metal they contain. This premium is based on various factors, including, but not limited to, speculative interest, collector and investor demand, available supply, industry promotions, perceived value, and economic conditions. Augusta's prices are not necessarily related to, or affected by the prices at which other dealers or institutions buy, sell, or value the same or similar Common Bullion Products or Premium Products.

Bid/Ask Spread and Break Even Price

There is a price differential or "spread", between Augusta's sale price (the "ask" price) and Augusta's buy back price (the "bid" price). The "bid" is the price Augusta pays to Clients for a product. The "ask" is the price Augusta charges Clients for a product. The bid/ask spread is calculated by subtracting the bid price from the ask price and then dividing the difference by the ask price $((Ask-Bid)/Ask)$. The bid/ask spread for Common Bullion Products is typically between 1% and 6%, with the majority of Common Bullion Products priced at a 5% bid/ask spread. The bid/ask spread for all Premium Products is typically 29%. To make a profit on any Common Bullion Products or Premium Products you purchase, you must sell the products for a price greater than your initial investment, including the bid/ask spread. To illustrate this, consider a Premium Product that is purchased for \$1,000 (i.e., the ask price is \$1,000). Based on a typical 29% bid/ask spread for all Premium Products, Augusta's bid price at the time would be \$710. The Premium Product would therefore have to appreciate by more than \$290 or approximately 41% before reaching the breakeven price. Bid/ask spreads may be subject to negotiation, and any bid/ask spread charged to Client in a specific transaction may be more or less than the spread charged to other Clients in similar transactions or charged to Client in prior or future transactions. Augusta reserves the right to change prospectively at its sole discretion the rate of any of its bid/ask spreads. Augusta's prices for Common Bullion Products can vary significantly from its prices for Premium Products of an equivalent weight. Augusta encourages Clients to compare Augusta's prices with those offered by other dealers.

Initial here: _____

Role of Augusta

Augusta sells and buys Common Bullion Products and Premium Products to and from clients, dealers, merchants, and commodity brokers on its own behalf. This means that Augusta is a commercial dealer buying and selling Common Bullion Products and Premium Products in a retail market with clients and in a wholesale market with dealers. Augusta is not an exchange or brokerage house, nor does it or any of its employees act as an agent, broker, or fiduciary for any of Augusta's clients. Augusta does not offer managed accounts. As a commercial dealer, Augusta may offer different terms, prices, and rates to different Clients. Augusta's quoted prices are solely for the taking of those prices by buyers and sellers as quantities permit.

Role of Client

Your account with Augusta is self-directed. This means that you are solely responsible for all transaction decisions, including the decision to purchase or sell Common Bullion Products or Premium Products. Any reliance upon recommendations or suggestions by an Augusta representative or upon any written material in

making your decision to enter into a transaction does not relieve you of your responsibility for that transaction and its outcome. Because you are solely responsible for your transactions, it is imperative that you understand the type of transaction you are considering, including any associated risks and costs, and that any decisions you make are consistent with your intentions.

ACKNOWLEDGMENTS.

CLIENT ACKNOWLEDGES AND AGREES THAT NO WARRANTIES OR GUARANTEES HAVE BEEN MADE TO CLIENT REGARDING ANY OF THE COMMON BULLION PRODUCTS OR PREMIUM PRODUCTS CLIENT HAS PURCHASED OR MAY PURCHASE FROM AUGUSTA, INCLUDING BUT NOT LIMITED TO FUTURE VALUE. Initial here: _____ CLIENT AGREES TO PROMPTLY NOTIFY AUGUSTA'S CLIENT RELATIONS DEPARTMENT IN WRITING IF ANYONE AT AUGUSTA SUGGESTS A GUARANTEE OF PROFITS OR ABSENCE OF LOSSES, OR MAKES ANY STATEMENT OR REPRESENTATION THAT IS INCONSISTENT WITH THE TERMS IN THIS AGREEMENT.

Initial here: _____

CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT CLIENT HAS CONDUCTED AND WILL CONDUCT HIS OR HER OWN RESEARCH AND ANALYSIS REGARDING THE COMMON BULLION PRODUCTS OR PREMIUM PRODUCTS THAT CLIENT HAS PURCHASED OR MAY PURCHASE FROM AUGUSTA, AND WILL NOT RELY UPON OR OTHERWISE CLAIM THAT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES HAVE BEEN MADE BY AUGUSTA CONCERNING THE NATURE, CLASSIFICATION, OR FUTURE VALUE OF THE COMMON BULLION PRODUCTS OR PREMIUM PRODUCTS THAT CLIENT HAS PURCHASED OR MAY PURCHASE FROM AUGUSTA. Initial here: _____ CLIENT FURTHER ACKNOWLEDGES AND UNDERSTANDS THAT THE COMMON BULLION PRODUCTS OR PREMIUM PRODUCTS CLIENT HAS PURCHASED OR MAY PURCHASE CAN BE PURCHASED FROM AND SOLD TO COMPETITORS OF AUGUSTA AND THAT CLIENT HAS THE ALTERNATIVE OF DOING BUSINESS WITH THESE AUGUSTA COMPETITORS.

Initial here: _____

ORDERS

Placing An Order

Client may place an order with Augusta by telephone. Client's telephonic order will be confirmed during a recorded confirmation with an Augusta representative. The recorded confirmation will include the price, quantity, method of payment, and other material terms of the order. An order is final only if confirmed during a recorded confirmation with an Augusta representative and maybe higher than the actual price on the website. Market Prices could be higher or lower than those prices listed on Augusta's website. Prices on Premium Products and Common Bullion Products are typically not locked in until payment is received by Augusta and a recorded confirmation is completed. Notwithstanding, at its sole discretion, prior to Augusta receiving payment from Client, Augusta may permit a Client ordering Premium Products or Common Bullion Products to finalize an order and lock in prices for a specified time period. In the event Augusta permits a Client to finalize an order and lock in Premium Products or Common Bullion Prices prior to Augusta receiving payment from Client, Client's agreement to make Payment within the specified time period will be confirmed during a recorded confirmation with an Augusta representative. Augusta reserves the right to enforce the terms of, or take any other legally permitted action regarding, any finalized order for Common Bullion Products or Premium Products for which payment is not received by Augusta from Client within the agreed to time period. An order for Common Bullion Products or Premium Products can be finalized only when a Transaction Agreement signed by Client is on file with Augusta. Dates of coins cannot be chosen and are determined by available stock, at the sole discretion of Augusta. By entering into this Agreement, Client consents to the recording of all calls between Client and Augusta.

Payment

Augusta accepts payment by bank wire, personal check, or credit card for orders of Premium Products. Orders of Common Bullion Products may be paid only by bank wire or personal check, and prices on Common Bullion Products will not be locked in until payment is received by Augusta and a recorded telephone confirmation is completed. All orders over \$100,000 must be paid by bank wire, and Augusta reserves the right to impose a lower dollar amount limitation on certain payment methods. Augusta does not accept cash or money order. Augusta does not charge any additional fees for credit card use, but may offer cash discounts, for payments by bank wire or personal check, in certain situations.

Cancellation

Except as set forth in this paragraph, refunds will not be issued under any circumstances on all common bullion products except where expressly guaranteed by individual state law and in accordance with such provisions. Augusta will issue refunds on any common bullion products and premium products orders that, subsequent to the recorded confirmation, it determines it cannot fulfill. In addition, Augusta extends to all first-time clients the right to a refund for all premium products without any reason whatsoever, within seven (7) days of your initial recorded purchase price confirmation, unless the laws of Client's state of residence provide otherwise.

Delivery

All products shipped by Augusta are fully insured until signed for by the Client. Actual delivery of all products shall be made within twenty eight (28) calendar days after an order is finalized, unless a Client requests deferred delivery. If a Client requests deferred delivery, the actual delivery time will be confirmed during a recorded telephonic order confirmation with an Augusta representative (see Placing An Order). Client agrees that Augusta shall have made actual delivery when title to the products purchased by Client passes to Client (see Passage of Title). Lost or damaged shipments may be replaced at Augusta's discretion either by replacing the order as finalized, or by refunding Client's purchase price. Client's refusal to accept a package or return of a package to Augusta does not entitle Client to a refund. Packages returned to Augusta will be considered for liquidation, and will be liquidated at the then current bid price, which may be less than the original purchase price. Any discrepancies or defects in deliveries must be reported to Augusta within five (5) calendar days of receipt of the package, and all original packing materials must be retained reasonably intact. Client waives the right to dispute discrepancies or defects in deliveries by failing to report such discrepancies or defects to Augusta within five (5) calendar days of receiving a package.

Passage of Title

Title to products purchased by Client shall pass to Client when such products are designated for Client, or Client's appointed agent or designee, and actually transferred: (i) to the United States Postal Service or other common carrier for shipment to Client, or (ii) to a third-party storage facility to be held for Client (see Storage). Title to products purchased by Augusta from Client shall pass to Augusta upon receipt of the products by Augusta.

Storage

Augusta may, for the convenience of its Clients, suggest companies that provide depository storage for Clients. Augusta expressly disclaims any and all responsibility for Client loss arising from the relationship between Client and such a company. Client is solely responsible for selecting a storage company and any related transactions involving that company.

Buy-Back and Liquidation

When Client sells Common Bullion Products or Premium Products originally acquired from Augusta, Augusta may purchase the products at their current buy-back price (the "bid" price), without charging a separate liquidation fee. Products not stored through Augusta must be shipped to Augusta at Client's expense and verified by Augusta as to quantity and condition prior to liquidation. Should you choose to send products back to us for liquidation, you may mail them to Augusta via registered, insured US Mail. Such packages should be independently insured and Augusta takes no responsibility for packages until signed for by an Augusta employee. Although Augusta has historically made buy-sell markets in the products it offers, the law prohibits Augusta from guaranteeing to repurchase the products it sells. As such, Augusta's buy-back policy is not a guarantee and is subject to change without notice.

Exchanges

Augusta does not recommend trading one product for another, because in such transactions Client pays the bid/ask spread on both the original product purchased and the product for which the trade was conducted. Notwithstanding, Augusta may, in its sole discretion, facilitate a Client’s trade from one product to another. In such situations, Clients should educate themselves about all consequences of such transactions, which are subject to this Agreement.

ARBITRATION AGREEMENT

AGREEMENT TO ARBITRATE Initial here: _____

AUGUSTA AND CLIENT AGREE TO ARBITRATE, IN A FINAL AND BINDING MANNER, ALL DISPUTES, CLAIMS, OR CONTROVERSIES BETWEEN CLIENT AND AUGUSTA (INCLUDING ANY OF AUGUSTA'S CURRENT OR FORMER OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS) ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT; ANY PAST, PRESENT, OR FUTURE TRANSACTION BETWEEN CLIENT AND AUGUSTA; ANY PAST, PRESENT, OR FUTURE INTERACTION BETWEEN CLIENT AND AUGUSTA; CLIENT’S AUGUSTA ACCOUNT; OR ANY SERVICE PROVIDED BY AUGUSTA TO CLIENT AT ANY TIME. THIS AGREEMENT TO ARBITRATE SHALL BE SUBJECT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT. THE FEDERAL ARBITRATION ACT WILL APPLY EVEN THOUGH THE AGREEMENT PROVIDES THAT IT IS GOVERNED BY THE LAW OF THE STATE OF CALIFORNIA.

SCOPE OF ARBITRATION AGREEMENT

AUGUSTA AND CLIENT AGREE THAT THE ARBITRATOR WILL DETERMINE ANY AND ALL DISPUTES ARISING OUT OF OR RELATING TO ANY BREACH, TERMINATION, ENFORCEMENT, AND INTERPRETATION OF THE AGREEMENT, AS WELL AS THE SCOPE, APPLICABILITY, AND VALIDITY OF THIS ARBITRATION AGREEMENT, INCLUDING ANY ALLEGATIONS THAT THE ARBITRATION AGREEMENT IS UNCONSCIONABLE OR UNENFORCEABLE IN ANYWAY. Initial here: _____

Applicable Rules

Augusta and Client agree that any arbitration will be administered by JAMS under its Comprehensive Arbitration Rules and Procedures when the amount in controversy is greater than \$250,000 and JAMS’ Streamlined Arbitration Rules when the amount in controversy is less than or equal to \$250,000. The parties agree that a single arbitrator shall be selected to adjudicate all disputes. The selection and replacement of an arbitrator shall be in accordance with JAMS’ Rules. Client should review JAMS’ Rules, which are located at: <http://www.jamsadr.com>.

Confidentiality

The arbitration proceedings shall be kept confidential by Augusta and Client, and their attorneys, agents, or other representatives, unless disclosure is compelled by court order or operation of law.

California Jurisdiction and Venue

Augusta and Client agree the exclusive venue for arbitration proceedings, including any arbitration hearing, will be Los Angeles, County. Augusta and Client further agree to the personal jurisdiction of the courts of the State of California located in the County of Los Angeles, or of the United States of America for the Central District of California, to enforce these arbitration provisions described in this Agreement. Client makes this Arbitration Agreement on his or her behalf and on behalf of Client’s heirs, administrators, executors, successors and assigns and all persons claiming a beneficial interest in any transaction between Client and Augusta or Client’s account with Augusta.

Liability for Attorneys’ Fees

Except as set forth in the indemnity provision of this Agreement, each party shall be responsible for his, her or its own costs and attorney’s fees incurred in connection with any claim, arbitration, lawsuit, legal action, dispute or proceeding of any kind arising from or related to any transaction between Client and Augusta.

OTHER TERMS AND CONDITIONS

Authority

Client represents that Client is of legal age and capacity to enter into this Agreement. If Client is other than an individual, Client represents that he or she is fully authorized to act on the owner's behalf.

Attorney Representation

This Agreement is entered into voluntarily by the Parties who stipulate and agree that they are under no duress or undue influence. The Parties represent that in the execution of this Agreement, they had the opportunity to consult legal counsel of their own selection and that said attorneys have reviewed this Agreement, made any desired changes and advised their respective clients with respect to the advisability of executing this Agreement. Investment Purposes Client represents that all of Client's transactions shall be for investment or other commercial purposes and not for any personal, family, household, or other consumer purposes.

Integration, Merger, and Modifications

This Agreement and any addendum is the entire agreement between Augusta and Client. There are no representations, oral or written, other than those herein or therein. This supersedes all prior agreements concerning the subject matter of this Agreement and any addendum. Client shall not rely upon any statement made prior to or contemporaneous with this Agreement or any addendum or in the future, by or on behalf of Augusta, that is inconsistent with this Agreement or any addendum. This Agreement may be amended only upon execution of a subsequent agreement between the parties or upon Client's failure to object, within ten (10) business days, to modifications contained in subsequent agreements sent to Client by Augusta, however, any changes to the Arbitration Agreement will not apply to any disputes for which the parties have actual notice on or prior to the date the change goes into effect.

Force Majeure

Neither Augusta nor Client shall be liable for any failure or delay in its, his, or her performance under this Agreement due to any cause beyond its, his, or her respective reasonable control, including, but not limited to, acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, or governmental act. Individual Authority of Client 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), Client authorizes Augusta to follow the instructions of any signer without notice to or consent from the others or any non-signer. Any action taken by any Client shall be binding on all other parties with an interest in that account. All obligations of Client under this Agreement are joint and several. Client agrees to hold Augusta harmless and defend against any loss, liability, cost, or expense, including reasonable attorneys' fees, resulting from any action taken by Augusta in reliance upon this paragraph. Notwithstanding the above, Augusta may require such papers, additional consents, restrict activity in the account, and/or retain all or part of the account balance as Augusta deems advisable at Augusta's sole discretion.

Severability

If any provision of this Agreement, including any provision of the Arbitration Agreement, is determined to be invalid, illegal, or unenforceable, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed or modified in accordance with such law. All other provisions of this Agreement shall remain in effect.

Assignment

The provisions of this Agreement shall be continuous and shall inure to the benefit of Augusta, its successors, and assigns, and shall be binding upon Client and/or the estate, personal representatives, administrators, and successors in interest of Client. Augusta may assign its rights and delegate its duties as to any or all transactions under this Agreement. Client shall not delegate any obligations hereunder without Augusta's prior written consent.

Notice Requirement and Cure Period

Neither Augusta nor Client may commence, join, or be joined to any arbitration proceeding, or judicial action should the Arbitration Agreement be deemed, invalid, unenforceable, or illegal or otherwise be unenforced, arising from this Agreement or any past, present, or future transaction between Client and Augusta, until Augusta or Client has notified the other party in writing of the basis for any claim or dispute, and afforded the other party an adequate period after the giving of such notice to take corrective action. Notice to Augusta

shall be delivered to Augusta Precious Metals 8484 Wilshire Blvd., Suite 515, Beverly Hills, CA 90211. Notice to Client shall be delivered to the address set forth on the signature page of this Agreement or such other address subsequently provided by Client to Augusta in writing.

Governing Law

Except as otherwise provided for in the Arbitration Agreement, the substantive law of California shall govern all claims brought in arbitration, or in any action in which the Arbitration Agreement is deemed invalid, unenforceable, or illegal or is otherwise unenforced, by or against Augusta in connection with this Agreement or otherwise arising out of any interaction between Augusta and Client (i.e., California's conflict of law principles will not apply).

California Jurisdiction and Venue

In any action in which the Arbitration Agreement is deemed invalid, unenforceable, or illegal or is otherwise unenforced, 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 past, present, or future transaction or other interaction between Augusta and Client, shall be in Los Angeles, California, and any party making a claim against Augusta in whatever form hereby submits to personal jurisdiction in that forum for any and all purposes.

Corporate Assets

Client agrees to look solely to the assets of the Client in satisfaction of any damages incurred or judgment obtained as a result of any action against the Augusta. Client waives any claim they have against Augusta to pierce the corporate/entity veil, or to otherwise disregard the corporation/entity. The shareholders, corporate officers, directors, employees, attorneys, agents or affiliates of Augusta shall not be liable under or with respect to this Agreement - unless their personal action or failure to act (while under a duty) directly resulted in Client's actual damages.

LIMITATION OF TIME TO BRING 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 COUNTERCLAIM IN ARBITRATION, OR IN ANY ACTION IN WHICH THE ARBITRATION AGREEMENT IS DEEMED TO BE INVALID, UNENFORCEABLE, OR ILLEGAL OR OTHERWISE UNENFORCED, ARISING FROM THIS AGREEMENT OR ANY PAST, PRESENT, OR FUTURE TRANSACTION OR INTERACTION BETWEEN CLIENT AND AUGUSTA, IS BARRED UNLESS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE OF THAT TRANSACTION OR INTERACTION. THE PARTIES ACKNOWLEDGE THAT, BUT FOR THIS WAIVER, HE, SHE, OR IT MIGHT HAVE A LONGER TIME PERIOD TO INITIATE A CLAIM UNDER STATE OR FEDERAL LAW.

INDEMNITY

AS A CONDITION OF DOING BUSINESS WITH AUGUSTA, CLIENT AGREES THAT IF CLIENT FAILS TO COMPLY WITH ANY OF ITS OBLIGATIONS HEREIN, CLIENT WILL INDEMNIFY AND HOLD AUGUSTA HARMLESS FROM ANY AND ALL INJURIES, COSTS, SUITS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, EXPERT FEES, AND ALL COSTS OF DEFENSE OF SUCH CLAIMS, INCLUDING ALL LIABILITIES, CONSEQUENTIAL LOSSES, FINES, PENALTIES, JUDGMENTS, SETTLEMENTS, LOSSES, COSTS OF STORAGE/HANDLING, PUNITIVE OR EXEMPLARY DAMAGES, STATUTORY DAMAGES AND CLAIMS BY ANY STATE, THE U.S. GOVERNMENT OR THEIR AGENCIES, THAT AUGUSTA MAY INCUR AS A RESULT OF SUCH FAILURE BY CLIENT. CLIENT ALSO AGREES TO INDEMNIFY AND HOLD AUGUSTA HARMLESS FROM ALL INJURIES, COSTS, SUITS AND EXPENSES ARISING OUT OF INJURIES TO PERSONS OR LOSS, DAMAGE OR DESTRUCTION OF PROPERTY,

INCLUDING PROPERTY OR MATERIAL OF CLIENT IN CONNECTION WITH OR TO HAVE ARISEN OUT OF TRANSACTIONS WITH AUGUSTA, INCLUDING BUT NOT LIMITED TO CLIENT'S FAILURE TO SEEK INDEPENDENT TAX AND/OR LEGAL ADVICE REGARDING CLIENT'S TRANSACTIONS WITH AUGUSTA,REGARDLESS OF WHETHER CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON THE ALLEGED NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF AUGUSTA.

WAIVER OF RIGHT TO BRING CLASS OR REPRESENTATIVE ACTION

CLIENT AND AUGUSTA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER IN ARBITRATION, OR IN ANY ACTION IN WHICH THE ARBITRATION AGREEMENT IS DEEMED TO BE INVALID, UNENFORCEABLE, OR ILLEGAL OR OTHERWISE UNENFORCED, ARISING FROM THIS AGREEMENT OR ANY PAST, PRESENT, OR FUTURE TRANSACTION OR INTERACTION BETWEEN CLIENT AND AUGUSTA ONLY IN HIS, HER, OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FOR THE AVOIDANCE OF DOUBT, CLIENT MAY BRING CLAIMS ONLY ON HIS/HER BEHALF. NEITHER CLIENT NOR AUGUSTA WILL PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION FOR ANY CLAIMS BETWEEN CLIENT AND AUGUSTA. REGARDLESS OF ANYTHING ELSE CONTAINED IN THIS AGREEMENT, THE VALIDITY AND EFFECT OF THE CLASS ACTION WAIVER MAY ONLY BE DETERMINED BY A COURT AND NOT BY AN ARBITRATOR.

WAIVER OF RIGHT TO JURY TRIAL

CLIENT AND AUGUSTA HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION IN WHICH THE ARBITRATION AGREEMENT IS DEEMED TO BE INVALID, UNENFORCEABLE, OR ILLEGAL OR OTHERWISE UNENFORCED, ARISING FROM THIS AGREEMENT OR ANY PAST, PRESENT, OR FUTURE TRANSACTION OR INTERACTION BETWEEN CLIENT AND AUGUSTA. THIS WAIVER OF JURY TRIAL SHALL REMAIN IN EFFECT EVEN IF THE CLASS ACTION WAIVER IS LIMITED, VOIDED OR FOUND UNENFORCEABLE.

LIMITATION ON LIABILITY

IN NO EVENT SHALL AUGUSTA HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN TORT, CONTRACT, WARRANTY, OR OTHERWISE, AND NOT WITHSTANDING 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 AUGUSTA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AUGUSTA'S LIABILITY TO CLIENT FOR ANY REASON AND UPON ANY CLAIMS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT FOR THE PRECIOUS METALS RELATING TO THE DISPUTE.

CONSENT TO CALL

By signing below, you give Augusta your express consent to use automated technology to call or text you at the phone number(s) provided, including your wireless number if provided, or any of your future phone number(s), including wireless numbers. This consent shall be current and valid, whether or not your number(s) are placed on a local, state or federal do not call list. All calls may be recorded and you agree to such recording and that you do not have a reasonable expectation of privacy during any telephone conversation with any Augusta representative. Augusta does not guarantee that any recordings of any particular call will be retained or be capable of being retrieved. By providing your email address and initialing above and signing below, you further consent to receiving communications by email to the email address provided or to any of your future email addresses. You are not required to provide this consent to make a purchase from Augusta.

CLIENT ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS OF THIS TRANSACTION AGREEMENT AND SHALL BE BOUND BY THEM.

BY SIGNING BELOW, CLIENT CONFIRMS THAT HE OR SHE HAS READ AND UNDERSTOOD THIS SECTION REGARDING ARBITRATION AND VOLUNTARILY AGREES TO BINDING ARBITRATION. IN DOING SO, CLIENT VOLUNTARILY GIVES UP IMPORTANT CONSTITUTIONAL RIGHTS TO TRIAL BY JUDGE OR JURY, AS WELL AS RIGHTS TO APPEAL.

THE PARTIES AGREE TO ARBITRATE ALL CLAIMS AND CONTROVERSIES AS SET FORTH IN THE ARBITRATION AGREEMENT.

Client Name(s): _____

Daytime Phone: _____ Cellular Phone: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Signature of Client: _____ Date: _____

Signature Page