



## **TRANSACTION AGREEMENT**

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

**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 IF YOU DO NOT HAVE THESE UNDERSTANDINGS. BY SIGNING THIS AGREEMENT, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND THE AGREEMENT AND HAVE CONSULTED WITH YOUR ATTORNEY, AS NECESSARY, TO ACHIEVE SUCH UNDERSTANDING.**

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## **Disclosures / Disclaimers / Acknowledgments of Risks**

**Gold Silver Desk's Products.** Gold Silver Desk classifies its products as either Common Bullion Products or Premium Products.

**Common Bullion Products.** Gold Silver Desk's Common Bullion Products are priced for the most part in accordance with the value of the precious metal they contain. A comprehensive list of all Common Bullion Products Gold Silver Desk offers can be viewed at: [www.goldsilverdesk.com/](http://www.goldsilverdesk.com/)

**Premium Products.** Gold Silver Desk'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 Gold Silver Desk offers that are not otherwise identified as Common Bullion Products. A comprehensive list of all Common Bullion Products Gold Silver Desk offers can be viewed at: [www.goldsilverdesk.com/](http://www.goldsilverdesk.com/)

**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 Gold Silver Desk makes no attempt to confirm the suitability of any product for any Client at any time.**

**Diversification:** In Gold Silver Desk's opinion, diversification is important to a strong investment plan. Gold Silver Desk generally recommends that Common Bullion Products and Premium Products constitute between 10-35% 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. We are neither a certified financial advisor nor an 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. Gold Silver Desk does not guarantee, and makes no representation, that a certain percentage of investments will perform either way.

**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 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. By signing and entering into this agreement, **Client acknowledges that Gold Silver Desk has made no guarantee nor other representation as to the future value of any Common Bullion Products or Premium Bullion Products purchased or proposed to be purchased by Client. Client expressly assumes all market risk associated with ownership of any Common Bullion Products or Premium Bullion Products purchased or proposed to be purchased by Client**

**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 Gold Silver Desk's opinion, purchases of Common Bullion Products and Premium Products should be considered long term investments. Gold Silver Desk recommends a holding period of at least three to five years or longer on Premium Products. An effective holding period may differ among Premium Products and may be longer in changing market conditions. Gold Silver Desk 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. **Gold Silver Desk 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, purchase commissions and/or liquidation fees. There may still be a loss despite favorable price movement. Common Bullion Products and Premium Products do not provide interest or current income.

***Account Executives.*** Gold Silver Desk's Account Executives are generally commissioned sales people. 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. Gold Silver Desk's Account Executives are not licensed investment or financial advisors nor are they licensed in any way by any other California State or United States federal authority. Regardless of opinions expressed and recommendations made by Gold Silver Desk employees, it is your responsibility as an investor or collector to educate yourself and consider all risks, prices, and policies relating to your purchase. **Gold Silver Desk 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 representation and warranty that Client may rely upon in purchasing or selling Common Bullion Products or Premium Products from or to Gold Silver Desk are the representations set forth in this Agreement. Neither Gold Silver Desk 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 Gold Silver Desk 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. Gold Silver Desk is not a grading service, and relies upon the certifications of independent grading services in selling Common Bullion Products and Premium Products. Gold Silver Desk does not independently verify the grade or authenticity of the Common Bullion Products and Premium Products it sells. **While Gold Silver Desk guarantees that all of the Common Bullion Products and Premium Products it sells are genuine, the Common Bullion Products and Premium Products sold by Gold Silver Desk pursuant to this Agreement, are sold on an "as is" basis and Gold Silver Desk 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 Advice.** Gold Silver Desk does not give tax advice and will not advise as to the tax consequences of purchasing and selling our products or investing in an Independent Retirement Account. You should consult your tax advisor with any questions regarding the tax consequences of any purchase, sale, or investment. Gold Silver Desk does not sell any product which is exempt from applicable taxes.

**IRA Custodians and Transactions.** Gold Silver Desk does not serve as an Independent Retirement Account (IRA) custodian or trustee, but may, for the convenience of its Clients, suggest companies that provide IRA custodian or trustee services if readily available. Such companies are independent from and not affiliated with Gold Silver Desk, and Gold Silver Desk 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 an IRA custodian or trustee and any related transactions involving that custodian or trustee.**

**Pricing.** Gold Silver Desk'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. Gold Silver Desk'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.** There is a price differential or "spread", between Gold Silver Desk's sale price (the "ask" price) and Gold Silver Desk's buyback price (the "bid" price). The "bid" is the price Gold Silver Desk pays for a product. The "ask" is the price Gold Silver Desk 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%. The bid/ask spread for all Premium Products is typically between 6% and 15%.** 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. Gold Silver Desk reserves the right to change prospectively at its sole discretion the rate of any of its bid/ask spreads. Gold Silver Desk's prices for Common Bullion Products can vary significantly from its prices for Premium Products of an equivalent weight. Gold Silver Desk encourages Clients to compare Gold Silver Desk's prices with those offered by other dealers.

**Role of Gold Silver Desk.** Gold Silver Desk 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 Gold Silver Desk 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. Gold Silver Desk 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 Gold Silver Desk's clients. Gold Silver Desk does not offer managed accounts. As a commercial dealer, Gold Silver Desk may offer different terms, prices, and rates to different Clients. Gold Silver Desk's quoted prices are solely for the taking of those prices by buyers and sellers as quantities permit.

***Role of Client.*** Your account with Gold Silver Desk 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 a Gold Silver Desk 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 very important 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.

**ACKNOWLEDGMENT.** 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 GOLD SILVER DESK, INCLUDING BUT NOT LIMITED TO FUTURE VALUE. CLIENT AGREES TO PROMPTLY NOTIFY GOLD SILVER DESK'S CLIENT RELATIONS DEPARTMENT IN WRITING IF ANYONE AT GOLD SILVER DESK SUGGESTS A GUARANTEE OF PROFITS OR ABSENCE OF LOSSES, OR MAKES ANY STATEMENT OR REPRESENTATION THAT IS INCONSISTENT WITH THE TERMS IN THIS AGREEMENT. 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 GOLD SILVER DESK, AND WILL NOT RELY UPON OR OTHERWISE CLAIM THAT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES HAVE BEEN MADE BY GOLD SILVER DESK CONCERNING THE NATURE, CLASSIFICATION, OR FUTURE VALUE OF THE COMMON BULLION PRODUCTS OR PREMIUM PRODUCTS THAT CLIENT HAS PURCHASED OR MAY PURCHASE FROM GOLD SILVER DESK. 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 GOLD SILVER DESK AND THAT CLIENT HAS THE ALTERNATIVE OF DOING BUSINESS WITH THESE GOLD SILVER DESK COMPETITORS.

## Orders

**Placing An Order.** Client may place an order with Gold Silver Desk by telephone. Client's telephonic order will be confirmed during a tape-recorded confirmation with a Gold Silver Desk representative to ensure the details of the order are correct. The tape-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 tape-recorded confirmation with a Gold Silver Desk representative.** Prices on Premium Products are locked in for a period of five (5) business days from the completion of the tape-recorded confirmation. Client's agreement to make payment on any Premium Product order within five (5) business days will be confirmed during the tape-recorded confirmation with a Gold Silver Desk representative. Prices on Common Bullion Products are typically not locked in until payment is received by Gold Silver Desk and a tape-recorded confirmation is completed. Notwithstanding, at its sole discretion, prior to Gold Silver Desk receiving payment from Client, Gold Silver Desk may permit a Client ordering Common Bullion Products to finalize an order and lock in prices for a specified time period. In the event Gold Silver Desk permits a Client to finalize an order and lock in Common Bullion Prices prior to Gold Silver Desk receiving payment from Client, Client's agreement to make payment within the specified time period will be confirmed during a tape-recorded confirmation with a Gold Silver Desk representative. Gold Silver Desk 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 Gold Silver Desk 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 Gold Silver Desk.**

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

**Cancellation. Refunds will not be issued under any circumstances except where expressly guaranteed by individual state law and in accordance with such provisions.**

**Delivery.** All products shipped by Gold Silver Desk 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 tape-recorded telephonic order confirmation with a Gold Silver Desk representative (*see Placing An Order*). **Client agrees that Gold Silver Desk 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 Gold Silver Desk'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 Gold Silver Desk does not entitle Client to a refund. Packages returned to Gold Silver Desk 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 Gold Silver Desk 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 Gold Silver Desk 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 Gold Silver Desk from Client shall pass to Gold Silver Desk upon receipt of the products by Gold Silver Desk.

**Storage.** Gold Silver Desk may, for the convenience of its Clients, suggest companies if readily available that provide depository storage for Clients. Gold Silver Desk 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.** Our buy-back policy is a voluntary service to our customers and is subject to withdrawal or change without notice. We may also purchase products not originally sold by Gold Silver Desk however, such purchases are subject to additional fees and/or commissions at current market rates.

**Exchanges.** Gold Silver Desk may, in its sole discretion, facilitate a Clients 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.** GOLD SILVER DESK AND CLIENT AGREE TO ARBITRATE, IN A FINAL AND BINDING MANNER, ALL DISPUTES, CLAIMS, OR CONTROVERSIES BETWEEN CLIENT AND GOLD SILVER DESK (INCLUDING ANY OF GOLD SILVER DESK'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 GOLD SILVER DESK; ANY PAST, PRESENT, OR FUTURE INTERACTION BETWEEN CLIENT AND GOLD SILVER DESK; CLIENTS GOLD SILVER DESK ACCOUNT; OR ANY SERVICE PROVIDED BY GOLD SILVER DESK TO CLIENT AT ANY TIME. THIS AGREEMENT TO ARBITRATE SHALL BE SUBJECT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT.

**SCOPE OF ARBITRATION AGREEMENT.** GOLD SILVER DESK 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 ANY WAY.

**Applicable Rules.** Gold Silver Desk 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: [www.jamsadr.com](http://www.jamsadr.com).

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

**California Jurisdiction and Venue.** Gold Silver Desk and Client agree the exclusive venue for arbitration proceedings, including any arbitration hearing, will be Los Angeles, California. Gold Silver Desk 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 Gold Silver Desk or Client's account with Gold Silver Desk.

**Liability for Attorneys' Fees.** If any party unsuccessfully resists arbitration under this Agreement or the confirmation or enforcement of an arbitration award rendered under this Agreement, then all costs, attorneys' fees, and expenses incurred by the other party or parties in compelling arbitration or confirming or enforcing the award shall be fully assessed against and paid by the other party resisting arbitration and/or confirmation or enforcement of the award.

**Right to Revoke.** Gold Silver Desk's and Client's agreement to arbitrate is voluntary. Client may revoke Client's agreement to arbitrate by delivering, within fourteen (14) days of executing this Agreement, written notice to Gold Silver Desk at Gold Silver Desk at designated address. Gold Silver Desk will confirm such revocation in writing to Client.

**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.**

## 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.

**Investment Purposes.** Client represents that all of Client's transactions shall be for investment or other commercial purposes.

**Integration, Merger, and Modifications.** This Agreement is the entire agreement between Gold Silver Desk and Client. There are no representations, oral or written, other than those herein. This supersedes all prior agreements concerning the subject matter of this Agreement. **Client shall not rely upon any statement made prior to or contemporaneous with this Agreement or in the future, by or on behalf of Gold Silver Desk, that is inconsistent with this Agreement.** 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 Gold Silver Desk.

**Force Majeure.** Neither Gold Silver Desk 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 Gold Silver Desk 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 Gold Silver Desk harmless and defend against any loss, liability, cost, or expense, including reasonable attorneys' fees, resulting from any action taken by Gold Silver Desk in reliance upon this paragraph. Notwithstanding the above, Gold Silver Desk may require such papers, additional consents, restrict activity in the account, and/or retain all or part of the account balance as Gold Silver Desk deems advisable at Gold Silver Desk'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 Gold Silver Desk, its successors, and assigns, and shall be binding upon Client and/or the estate, personal representatives, administrators, and successors in interest of Client. Gold Silver Desk 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 Gold Silver Desk's prior written consent.

**Notice Requirement and Cure Period.** Neither Gold Silver Desk 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 Gold Silver Desk, until Gold Silver Desk or Client has notified the other party in writing of the basis for any claim or dispute, and afforded the other party a reasonable period after the giving of such notice to take corrective action. Notice to Gold Silver Desk shall be delivered to Gold Silver Desk at designated address. 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 Gold Silver Desk 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 Gold Silver Desk in connection with this Agreement or otherwise arising out of any interaction between Gold Silver Desk 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 Gold Silver Desk and Client, shall be in Los Angeles, California, and any party making a claim against Gold Silver Desk in whatever form hereby submits to personal jurisdiction in that forum for any and all purposes.

**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 GOLD SILVER DESK, 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.**

**WAIVER OF RIGHT TO BRING CLASS OR REPRESENTATIVE ACTION. CLIENT AND GOLD SILVER DESK 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 GOLD SILVER DESK ONLY IN HIS, HER, OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

**WAIVER OF RIGHT TO JURY TRIAL. CLIENT AND GOLD SILVER DESK 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 GOLD SILVER DESK.**

#### **Consent To Call**

Client expressly authorizes Gold Silver Desk to contact Client at the telephone numbers provided in this Agreement regardless of whether these numbers are listed on any state or federal Do Not Call list. If Client requests that Gold Silver Desk no longer contact Client, Gold Silver Desk will promptly place Client on Gold Silver Desk's Do Not Call list.

**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.**

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

Client Name(s): \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Cellular Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Client (*for joint account*): \_\_\_\_\_ Date: \_\_\_\_\_