



CUSTOMER DELIVERY AND PURCHASE AGREEMENT

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|------------------|--|--|-------|---------|-------|
| Name: | _____ | Phone: | _____ | Mobile: | _____ |
| Address: | _____ | | | | |
| City: | _____ | State: | _____ | Zip: | _____ |
| Email: | _____ | | | | |
| Type of Account: | <input type="checkbox"/> Delivery or Storage | <input type="checkbox"/> IRA / 401K Purchase | | | |

This agreement is entered into between Client(s) and Gibraltar Group, LLC (“GIGR”) for the purchase, sale, and storage of precious metals. “Precious Metals” for the purpose of this agreement shall mean, any precious metal, in any form, that is a result of a transaction between “GIGR” and the customer, which shall include, but is not limited to, any variety of Numismatic Coins and bars, bullion bars and coins, and sets, or any product “GIGR” may offer to clients.

Delivery of Precious Metals Purchased:

Customer must deliver funds sufficient to cover the purchase before the Customer’s placement of the order (“Purchase Funds”). Purchase Funds may be delivered by certified bank check or bank wire transfer. With the limited exception noted in section “Refunds>Returns”, all sales are final (i.e., the Precious Metals cannot be exchanged or returned for a refund). **Checks may be made out to “Gibraltar Group, LLC” (For wire transfer instructions, please contact your “GIGR” sales representative.)** “GIGR” shall deliver the Precious Metals specified in Customer’s order to a suitable delivery service for delivery to Customer no more than twenty-eight (28) days after “GIGR” verifies that the Purchase Funds provided are backed by good funds, and the order confirmation is available.(Please note that it may take 12 business days to verify bank checks.)

Unless otherwise specified in writing at the time of Customer’s order, “GIGR” shall cause all Precious Metals purchased and paid for, to be delivered to Customer’s address set forth above. “GIGR” only uses reputable, nationally recognized delivery services to deliver its Precious Metals. If, however, Customer’s order is lost prior to delivery, Customer is instructed to notify “GIGR”, in writing, immediately. Notice of any such alleged loss should be sent to: Gibraltar Group, LLC, 777 S Flagler Dr Suite 800, West Palm Beach, FL 33401. If the delivery service verifies that Customer’s Precious Metals were never delivered, “GIGR” shall, within sixty (60) days of such verification, in its sole discretion, either refund to Customer the full purchase price for such undelivered Precious Metals or replace such Precious Metals with other Precious Metals of the same denomination/type and grade. “GIGR” assumes no responsibility for Precious Metals lost after delivery to Customer. “GIGR” assumes no risk of loss for any Precious Metals purchased from a Customer until such materials are delivered to and accepted by an authorized representative of “GIGR”. “GIGR” may charge a shipping and handling fee for any transaction related in any way to this agreement, which will be disclosed at the time of the purchase.

Purchase Price:

The purchase price Customer has been quoted and agreed to pay includes “GIGR”’s profit margin on the transaction. Within the Precious Metals industry, the difference between “GIGR”’s cost on the day of the purchase (for the Precious Metals Customer has agreed to buy) and the retail price quoted to Customer is known as the “Spread.” Spreads vary significantly – by Precious Metal, by customer, and over time. For Customer to make a profit, Customer must be able to sell the Precious Metals in the future for a price high enough to cover Customer’s initial investment,

including this Spread. Spreads may be subject to negotiation, and any Spread charged to Customer in a specific transaction may be more or less than the Spread charged to others in similar transactions or charged to Customer in prior or future transactions.

Whether a Precious Metal is classified as Bullion, semi-Numismatic, or Numismatic may turn on a number of objective and subjective factors, including the age of the Precious Metal, its condition, the number of known copies, the likelihood of additional minting, the originating country, relevant historical events or owners (e.g., shipwreck; royalty), relevance to the formation of various Precious Metal collections, and an investor's personal attraction to the piece. "GIGR"'s classification of Precious Metals is only an opinion and may change over time (e.g., if additional quantities of the Precious Metal are discovered). In addition, given the subjective nature of the classification process, other dealers or investors may classify the same coin differently. "GIGR"'s prices and spreads are based on its classification determination. Currently at the time this agreement was submitted for Customer's signature, "GIGR"'s Spread on bullion (i.e., coins and bars that generally move in tandem with the spot price for the relevant commodity) was generally between two percent and ten percent (2% to 10%), and, "GIGR"'s Spread on semi-Numismatic and Numismatic coins and bars was generally between six percent and nineteen and three quarter percent (6 to 19.75%), and a typical spread was approximately nineteen and one three quarter percent (19.75%). These numbers are only approximations, and represent a general range and a typical transaction. The actual Spread on any particular transaction could have been any amount within those ranges (or even possibly outside those ranges). For example, if a bullion coin or bar was quoted by "GIGR" at \$250, and included a ten percent (10%) spread, "GIGR"'s cost for the bullion coin or bar would be \$225. Similarly, if "GIGR" quoted a Numismatic coin or bar at \$250, and included a nineteen and three quarter percent (19.75%) spread, "GIGR"'s cost for that coin would be approximately \$201.

IRA Transactions:

Only select bullion bars, bullion coins and proof coins may be held within an Individual Retirement Account ("IRA"). "GIGR" may supply information about certain companies which provide custodian services for IRA Accounts as a convenience to its clients. Client understands that "GIGR" is independent from any of the companies which may provide these services. It is the client's responsibility to select the IRA custodian that is most suitable for the client's needs. "GIGR" shall have no responsibility or liability for any damage or loss resulting from the client(s) dealings with that IRA custodian.

Client understands that "GIGR" does not recommend that clients invest more than thirty percent (30%) of their retirement portfolio into precious metals. It is the client(s) who is responsible for deciding the proper amount of precious metals they would like to acquire in their IRA Account. "GIGR" takes no responsibility on the decided amount to invest into the IRA account.

Tax laws are very complex and may change at any time. The client takes the responsibility and agrees to consult with their tax advisor in regard to any questions on purchases of precious metals whether inside of an IRA or outside of an IRA account. "GIGR" employees are not tax advisors, and are not authorized to provide tax advice to the customer(s).

Refunds/Re-Purchases:

The law prohibits "GIGR" from guaranteeing to re-purchase the Precious Metals "GIGR" sells, and "GIGR" does not guarantee that it will re-purchase any Precious Metals that Customer purchases. However, as of the date of the transmission of this Transaction Agreement, "GIGR" has never refused the opportunity to re-purchase Precious Metals that a customer purchased from "GIGR". If you wish to sell your Precious Metals in the future, "GIGR" encourages you to offer them to "GIGR" first. Should "GIGR" make an offer to re-purchase our Precious Metals, it is "GIGR"'s current practice, which is subject to change at its sole discretion, to offer to re-purchase Precious Metals that it commonly sells at the highest current wholesale price for such Precious Metals. "GIGR"'s re-purchase offer may be raised or lowered on a daily, even hourly or more basis, depending upon various market conditions, inventory needs, and the price and availability of comparable Precious Metals. "GIGR" does not guarantee that any re-purchase offer will equal the price that "GIGR" would pay to acquire the same denomination/type and grade of Precious Metal from a wholesaler, or that any offer made will be higher or equal to what someone else might offer for the same Precious Metals.

Customer agrees to inspect each delivery carefully upon receipt. If, for any reason whatsoever, Customer has received the wrong quality(Grade) or quantity of a semi-Numismatic or Numismatic coin or bar (specific kinds of Precious Metals) purchased from "GIGR", Customer should immediately notify "GIGR" by telephone, and by mail or fax. If Customer

notifies "GIGR" of its incorrect order within five business (5) days of delivery of the semi-Numismatic or Numismatic coin or bar and the original holder in which the Semi- Numismatic or Numismatic coin or bar in question was delivered has not been opened, removed, or tampered with in any respect, "GIGR" shall replace the semi-Numismatic or Numismatic coin or bar in question with another semi-Numismatic or Numismatic coin or bar (as appropriate) of the correct denomination/type and grade. "GIGR", in its sole discretion, may permit Customer to upgrade to a higher value semi-Numismatic or Numismatic coin or bar (either in denomination/type or grade) as part of this replacement process, provided Customer pays the difference between the contract price of the semi-Numismatic or Numismatic coin or bar previously purchased and "GIGR"'s current sale price for the higher value semi-Numismatic or Numismatic coin(s) or bar(s) to be substituted. If "GIGR" determines, in its sole discretion, that another semi-Numismatic or Numismatic coin or bar of the correct denomination/type and grade is not reasonably, commercially available, "GIGR" may elect, at its sole option, to either (a) replace the semi- Numismatic or Numismatic coin or bar purchased with a reasonably comparable semi- Numismatic or Numismatic coin or bar, even though of a different denomination/type and grade, or (b) return Customer's Purchase Funds and void that particular transaction. With the exception noted in this paragraph, All Sales are Final (i.e., the precious metals cannot be returned for a refund).

THE PRECIOUS METALS SOLD BY "GIGR" PURSUANT TO THIS TRANSACTION AGREEMENT ARE SOLD ON AN "AS IS" BASIS AND "GIGR" MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OR FITNESS FOR A PARTICULAR PURPOSE.

Grading Services:

"GIGR" purchases Precious Metals for re-sale to its customers. "GIGR" is not a grading service. "GIGR" does not independently assess the Precious Metals it purchases for re-sale, but relies upon the opinions and assessments of independent grading services such as Professional Coin Grading Service, Inc.(PCGS), Numismatic Guaranty Corporation of America("NGC"). Grading is a subjective process and it is not uncommon for grading services, or individual examiners within the same grading service, to reach different conclusions regarding the appropriate grade for a particular Precious Metal. Moreover, grading standards are constantly evolving. "GIGR" does not guarantee that the Precious Metals it sells will achieve the same grades in the future. "GIGR" does guarantee that the precious metals or other items it sells are genuine.

Remedy for Customer's Failure to Perform:

If Customer refuses to accept delivery of the Precious Metals ordered or fails to make payment when due, "GIGR", in its sole discretion, may cancel the transaction and resell such Precious Metals on a wholesale basis. If the proceeds from such resale are less than the contract price with Customer, "GIGR" shall be entitled to recover from Customer the difference between the resale price and Customer's contract price, plus any incidental damages occasioned by Customer's breach. If the proceeds from such resale are more than the contract price with Customer, "GIGR" shall be entitled to keep the excess amount as liquidated damages – actual damages being too speculative to calculate at this juncture.

Disclaimer of Warranties/Account Representatives/Investment Risks:

"GIGR" is a seller and purchaser of Precious Metals. While "GIGR" is always prepared to compare and contrast the different Precious Metals that are available for purchase or that "GIGR" is willing to purchase, Customer acknowledges and agrees that (a) no fiduciary relationship exists between "GIGR" and Customer, (b) the decision to purchase or sell Precious Metals, and which Precious Metals to purchase or sell, are the Customer's decision alone, and (c) purchases or sales are made subject to Customer's own prudence and judgment. In "GIGR"'s opinion, Precious Metals should be considered a long-term investment. Customer should be prepared to hold any Precious Metals purchased – whether from "GIGR" or elsewhere – for at least a three to five year period, and preferably five to ten years, to maximize the potential for gains. In "GIGR"'s opinion, Customer should only invest capital that can be held for at least this period of time. However, Precious Metals, like all investments, carry capital risk. Precious Metals may appreciate, depreciate, or stay the same depending on a variety of factors. "GIGR" cannot guarantee, and makes no representation, that the Precious Metals will appreciate at all or appreciate sufficiently to make Customer a profit at the expiration of this or any other period of time.

In "GIGR"'s opinion, Customer should not invest more than thirty percent (30%) of Customer's available investment funds in Precious Metals. Moreover, Precious Metals do not yield income and thus are not an appropriate investment vehicle for investors seeking current or future income. The success of an investment in Precious Metals is dependent,

in part, upon extrinsic economic forces including but not limited to supply, demand, international monetary conditions, and inflation or the expectation of inflation. The impact of these forces on the values of Precious Metals in general or any particular Precious Metal cannot be predicted. Customer acknowledges that the Precious Metals market can be volatile and that Precious Metal prices may rise or fall over time. Customer further acknowledges that past performance is no guarantee of future performance.

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

"GIGR"'s sales representatives are commissioned salespersons – i.e., their salary is based, at least in part, on the amount and profit margin of the Precious Metals they sell. In addition, from time to time, "GIGR"'s sales representatives may receive other compensation tied to sales activity – e.g., sales contests; bonuses tied to the sale of certain denominations/types or grades of Precious Metals.

"GIGR"'s sales representatives are not licensed and their knowledge of Precious Metals and the Precious Metals marketplace varies markedly. The client also authorizes "GIGR" to contact the customer in reference to a signed agreement regardless of whether any of their phone numbers are on a "Do Not Call List", unless the client notifies "GIGR".

"GIGR" represents and warrants that, upon the delivery of Purchase Funds, and subject to the other terms and restrictions set forth in this Agreement, "GIGR" will cause the order to be delivered to Customer, in the denomination/type and grade of Precious Metals specified in Customer's order, as classified and/or graded by one of the following independent grading services: Professional Coin Grading Service, Inc. ("PCGS"), Numismatic Guaranty Corporation of America (NGC), or any other independent grading service of similar standing. The only representation and warranty that Customer may rely upon in purchasing Precious Metals from or selling Precious Metals to "GIGR" is the representation set forth in the specified order confirmation. Neither "GIGR", nor any of its officers, agents, employees, sales representatives, or other representatives are authorized to make any other representations or warranties concerning any Precious Metals that "GIGR" is selling or purchasing under this agreement.

Force Majeure:

"GIGR" nor the client shall be liable for any failure or delay in its or their performance under this Transaction Agreement due to any cause beyond its or their respective reasonable control, including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet including, but not limited to, any disruption, failure and/or error in or of "GIGR"'s internal computer systems, or any disruption, failure and/or error in or of any third-party Internet service providers as "GIGR" may use from time to time.

No Liability for Consequential Damages; Limitation of Liability:

IN NO EVENT SHALL "GIGR" HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN TORT, CONTRACT, WARRANTY, OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, OR STRICT LIABILITY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUSTAINED OR ARISING FROM OR RELATED TO ANY TRANSACTION COVERED BY THIS TRANSACTION AGREEMENT, EVEN IF "GIGR" IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, "GIGR"'S LIABILITY TO CUSTOMER FOR ANY REASON AND UPON ANY CLAIMS SHALL AT ALL TIMES BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRECIOUS METALS IN DISPUTE.

Arbitration of Disputes; Time Limit:

ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS TRANSACTION AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, OR ANY OTHER DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF ANY INTERACTION BETWEEN "GIGR" AND CUSTOMER, SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL AND BE DETERMINED BY ARBITRATION IN BOCA RATON, FLORIDA, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES (IF THE AMOUNT IN CONTROVERSY EXCEEDS \$250,000) OR ITS STREAMLINED ARBITRATION RULES AND PROCEDURES (IF THE AMOUNT IN CONTROVERSY IS LESS THAN OR EQUAL TO \$250,000). 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.

Choice of Law; Individual and Class Claims:

The internal, substantive law of Florida shall govern all individual claims brought by or against "GIGR" in connection with this Transaction Agreement or otherwise arising out of any interaction between "GIGR" and Customer (i.e., Florida's conflict of law principles will not apply). However, if a class or purported class action is brought by or against "GIGR" in connection with this Transaction 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.

Jurisdiction:

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 "GIGR" and Customer, shall be in FL, and any party making a claim against "GIGR" in whatever form hereby submits to personal jurisdiction in that forum for any and all purposes.

Finality; Integration Clause/Severability:

This Transaction Agreement is intended by "GIGR" and Customer as a final expression of their agreement concerning the matters set forth herein, and is also intended as a complete and exclusive statement of the terms of their agreement. This Transaction Agreement supersedes any oral or written statements made prior to, contemporaneous with, or in the future regarding this Transaction Agreement or the transactions covered hereunder. Customer shall not rely upon any statement made by or on behalf of "GIGR" that is inconsistent with this Transaction Agreement.

If any provision of this Transaction Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in full force and effect.

By signing below, I acknowledge that I have read, understand, and hereby agree to the terms set forth on all pages of this agreement

Customer Signature _____ **Date** _____