

# American Gold Reserve

## Online Customer Purchase Agreement

(the "Agreement")

### SECTION 1 – PURCHASES

**1.1 – Price Confirmations and Binding Agreement** - Once you have placed an order to buy or sell with AGR, whether on its website or speaking with an AGR representative, you have entered into a binding agreement.

The price at which your order is submitted is locked at the time you place the order and you agree to pay that price regardless of subsequent fluctuations in price of the gold or silver. You must ensure that your payment is dated within 24 hours and received by AGR within five (5) business days on orders \$10,000 (USD) and under and three (3) business days on orders exceeding \$10,000 (USD). If you are paying by method other than credit card we may require that you provide us with your credit card information as a payment guarantee on your order. A block on your credit card for the full purchase price may appear until full payment is received.

**1.2 – Payment Options** - Payment to AGR must be provided using a credit card, debit card, bank wire, certified check, cashier's check, money orders, ACH, Pre-Authorized Check (PAC), PayPal, or bill pay. We generally do not accept credit card orders in excess of \$2,000. Large credit card orders for any amounts are reviewed on an order-by-order basis. Large credit card orders may be subject to additional documentation or screening and are subject to our approval.

Payment must be by one of the following methods based on the value of the order:

1.2.1 Orders of up to \$2,000 may be paid via any of the following: Credit card, debit card, bank wire, certified check, cashier's check, money orders, ACH, Pre-Authorized Check (PAC), PayPal, or bill pay

1.2.2 Orders ranging from \$2,000.01 to \$10,000 (USD) may be paid by bank wire, certified check, cashiers check, money orders or bill pay from your bank.

1.2.3 Orders above \$10,000.01 must be paid by bank wire, a single certified check or single cashier's check. WE CANNOT ACCEPT MULTIPLE CERTIFIED CHECKS OR CASHIERS CHECKS ON ANY ORDERS ABOVE \$10,000.

1.2.4 **ACH Authorization.** I (we) hereby authorize American Gold Reserve (AGR) to initiate withdrawals from my account at the financial institution named below. Further, I agree not to hold AGR responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution. In consideration of the Bank's compliance with the authorization, Customer agrees that the Bank's rights with respect thereto, shall be the same as if the charge were initiated personally by Customer, and that if any charge is dishonored, whether with or without cause, Bank shall be under no liability whatsoever. This agreement will remain in effect until AGR receives written notification of cancellation from my financial institution or me and that the origination of ACH transaction to my (our) account must comply with the provision of U.S. law. By providing the information requested on the website and signing this document, Customer hereby authorizes American Gold Reserve (AGR) to ACH from Customer's account monies due and payable to AGR.

1.2.5 **Pre-Authorized Check Agreement.** I agree that the presentation of such withdrawals to the institution named during my checkout procedure shall constitute due notice of payments being

due upon the purchase of product governed by this Agreement. I agree that if any withdrawal for the payment of product is dishonored, or if the amount has been refunded to the bank on its request, the payment shall be considered to be in default and if payment for product in default is not made within 31 days of the date on which such payment was due, the agreement shall terminate except as may otherwise be provided in the Agreement. I agree that this arrangement may be discontinued by either of us for any reason at any time upon written notice to the other. On or after such discontinuance, payments owed shall be payable as provided for in this Agreement, and at AGR's rate for the method of payment selected. I hereby authorize AGR, to make withdrawals each month against the account at the institution listed above, for the purposes of paying for product ordered. I agree that this request is subject to the terms and conditions contained herein.

**1.3 – Failure to Pay** –Customer will be charged a fee of 4% or the difference between the locked-in or spot price when purchased and the current spot price, whichever is greater, in the event that Customer fails to pay for the order. Customer is required in the event of failure to pay occurs, to pay AGR the amount required in this section within five (5) business days or AGR charge Customer in any form available to AGR.

AGR may require Customer to provide a valid credit card number at the time of purchase. If AGR requires a credit card, AGR may charge the amount required in this section and Customer hereby authorizes AGR to charge Customer's credit card in the event Customer fails to pay. Customer agrees to pay to AGR any and all costs and fees associated with AGR's collection resulting from this section.

## **SECTION 2 – DELIVERIES**

**2.1** - AGR will use reasonable best efforts to ship Customer's purchases within twenty-eight (28) calendar days (or such lesser period as required by state law) of receipt of good funds by delivering the products to the Customer's shipping address. A list of delivery requirements by state is provided below. States that do not have required delivery will be treated as twenty-eight (28) delivery states.

### Delivery within 7 days

Arizona, Georgia, Maine, Missouri, Montana, New Mexico, Nevada, Washington

### Delivery within 20 days

New Hampshire

### Delivery within 28 days

Alabama, Alaska, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, New Jersey, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia, Wisconsin, Wyoming.

If Customer requires delayed delivery, AGR will deliver Customer's purchases to storage pending delivery to Customer.

**2.2** - All packages shipped to Customer will be insured by a third party insurer or at AGR's election, may be self-insured by AGR. If a shipment is lost or damaged during transit, at AGR's option, AGR will replace the items or refund Customer's purchase price following an insurance payout. AGR bears the risk of loss until the shipment is delivered to Customer's shipping address unless the following: (a) Any variance in the Customer's order, including discrepancies or defects, must be reported to AGR within five (5) days of receipt of shipment to make a claim of loss; (b) Customer must retain all original packing materials intact;

and (c) Customer must cooperate with AGR including providing supporting declarations regarding any loss.

**2.3** - Despite the above, Customer agrees to hold AGR harmless for loss due to Postal Service fault in excess of any insurance payout. Investigations from the Postal Service for loss, although rare in nature, can happen and in no way will AGR be held responsible for the difference in payout versus the current value of the products ordered.

## **SECTION 3 – RETURNS and REPURCHASES**

**3.1** - AGR will replace any round or bar that is found by assay not to contain the purity of gold or silver stamped on the face of the item. With respect to weights, our manufacturing tolerances are plus or minus 0.5% on the stated weight. Anything outside of these tolerances will be considered “heavy” or “light”. Any rounds or bars that are found to be “light” will be promptly replaced unless they have been tampered with, circulated, shaved, or altered in any manner. Customers desiring to return an item due to content or weight must first contact AGR to receive a Return Authorization (“RA”). The authorized return must be shipped to AGR post prepaid and labeled with the RA number. Following inspection and confirmation of the defect, AGR will ship the replacement product to the customer at AGR’s expense. If the item is found to have been tampered with, circulated, shaved, or altered in any manner or if the bar or round is not found to be heavy or light, Customer shall be responsible for shipping of the product to AGR and then back to Customer.

**3.2** - Customer understands that any insurance associated with any return is the sole responsibility of Customer and not of AGR.

**3.3** - AGR will repurchase product that was originally sold to Customer by AGR, depending on market conditions. The amount AGR will pay in relation to the melt value of the item will also change based on market conditions. Customers wanting to sell back items they originally purchased from AGR should contact AGR to get a buyback bid. If Customer accepts the bid, AGR will lock the price, and Customer will ship AGR the items at Customer’s expense. Once received, AGR will inspect and weigh the items, then send Customer the funds due.

AGR’s “bid” is the price it pays to Customer for a product. AGR’s “ask” is the price it charges Customers for a product. AGR has a price differential or “spread” between its bid (buy-back) and ask (selling) prices for precious metals. Prices may fluctuate throughout the day depending on the product and current world precious metals spot pricing. Pricing is based on many factors including AGR’s assessments of world market conditions, overhead and other considerations.

AGR requires all purchases to be shipped by the end of the following business day and for Customer to reply with a tracking number so AGR can verify the product was shipped. Failure to ship the product to AGR may result in cancellation and reevaluation of the buyback bid. If Customer calls in with the registered mail or tracking number and AGR does not receive the items within 5 business days and the delay is due to the USPS, UPS or Federal Express, we will extend the deadline on a case-by-case basis

## **SECTION 4 – PAYMENTS**

**4.1** - Customer agrees to pay for all products ordered, and all charges for orders, storage, delivery and other services. Customer will also pay any taxes, assessments or other charges imposed by a government concerning Customer’s products, or any sales, use or similar tax associated with delivery, now or in the future.

**4.2** - If AGR does not receive full payment in good funds for products within five (5) calendar days of Customer placing the order, AGR may, but is not required to, dispose of the products for the Customer's account, without notice, and charge Customer for any loss AGR incurs. Such sales may be at a wholesale or auction price which may be below AGR's sell or buy-back prices.

**4.3** - When Customer resells products to AGR, AGR will purchase the items at its quoted buy-back (or bid) price. Items will be shipped to AGR at Customer's expense and verified by AGR as to quantity and condition prior to payment. AGR will deduct all amounts owed to AGR with the balance paid by corporate check payable to Customer's account title of record. Payment will be sent within three (3) business days to Customer's account address. Therefore, AGR's buy-back policy is subject to change without notice.

**4.4** - CUSTOMER GRANTS A LIEN AND SECURITY INTEREST IN CUSTOMER'S PROPERTY AND FUNDS IN AGR'S POSSESSION OR CONTROL, NOW OR IN THE FUTURE, AS COLLATERAL FOR ANY AMOUNTS OWED UNDER THIS AGREEMENT OR OTHERWISE, NOW OR IN THE FUTURE. Customer agrees to execute such additional documents as may be necessary to perfect or evidence this security interest. If Customer does not pay such amounts when due, AGR may, but is not required to, offset these amounts against Customer's funds or property or may sell any or all such property without notice as permitted by law in any public or private sale AGR chooses. If the proceeds are not sufficient to repay the amount Customer owes, Customer will be liable for any deficiency.

**4.5** - All checks, bank drafts (including but not limited to ACH drafts), debits or any other forms of payment tendered (collectively "drafts") by Affiliate or Customer returned by Affiliate's or Customer's bank for insufficient funds will be re-submitted for payment. Non-Sufficient Funds (NSF) fee of at least \$25.00 but not more than the maximum allowed by law, will be charged to Customer. After receiving a returned draft from a Customer, all future orders must be paid by credit card, bank wire, money order or cashier's check.

## **SECTION 5 – ACCOUNT MATTERS**

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

**5.2** - If this Agreement is signed by more than one person, Customer authorizes AGR to follow the instructions of any signer without notice to or consent from the others. Customer agrees to hold AGR harmless against any loss, liability, cost or expense, including reasonable attorney's fees, resulting from any action taken by AGR in reliance upon this paragraph. Notwithstanding the above, AGR, in its sole discretion, may require such papers, additional consents, restrict activity in the account and/or retain all or part of the account balance as AGR deem advisable at AGR's sole discretion for AGR's protection.

**5.3** - Customer understands and agrees that AGR may, in AGR's discretion, but is not obligated to do so, monitor or record Customer's telephone conversations with AGR's protection. Unless otherwise agreed by AGR in writing, AGR does not consent to the recording of telephone conversations by Customer or any third party. Customer understands that not all telephone lines or calls are recorded and AGR does not guarantee that any recordings of any particular telephone calls will be retained or be capable of being retrieved.

## **SECTION 6 – STORAGE**

**6.1** - AGR does not store product for Customers long term and does not therefore have a storage policy.

**6.2** - AGR, on a case-by-case basis, will hold product for a Customer at Old Glory Mint depository in Utah, for up to sixty (60) days. Therefore, terms must be negotiated and agreed in writing prior to storage.

## **SECTION 7 – DISCLAIMER OF WARRANTIES**

**7.1** - AGR does not guarantee that the bullion it sells will increase in value. AGR EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES WITH RESPECT TO PRECIOUS METALS, COINS, AND CURRENCY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**7.2** - CUSTOMER ACKNOWLEDGES AND AGREES THAT NO WARRANTIES OR GUARANTIES HAVE BEEN MADE TO CUSTOMER REGARDING THE PRECIOUS METALS, COINS, OR CURRENCY PURCHASED FROM AGR, INCLUDING BUT NOT LIMITED TO FUTURE VALUE. CUSTOMER AGREES TO PROMPTLY NOTIFY AGR IN WRITING IF ANY AFFILIATE OR NON-AFFILIATES OF AGR SUGGESTS A GUARANTY OF PROFITS OR ABSENCE OF LOSSES, OR MAKES ANY STATEMENT OR REPRESENTATION THAT IS INCONSISTENT WITH THE TERMS IN THIS AGREEMENT. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT CUSTOMER HAS CONDUCTED AND WILL CONDUCT HIS OR HER OR ITS OWN RESEARCH AND ANALYSIS REGARDING PRECIOUS METALS, COINS, OR CURRENCY THAT CUSTOMER MAY PURCHASE FROM AGR AND WILL NOT RELY UPON OR OTHERWISE CLAIM THAT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES HAVE BEEN MADE BY AGR CONCERNING THE FUTURE VALUE OF THE PRECIOUS METALS, COINS, OR CURRENCY THAT CUSTOMER MAY PURCHASE FROM AGR.

## **SECTION 8 – CONSIDERATIONS FOR CUSTOMER**

**8.1** - Customer understands that investment in precious metals and/or coins is speculative, unregulated and volatile and that price may rise and fall over time. Profit can only be made if prices rise over time in an amount sufficient to overcome any spread set forth in this section and costs and fees. There may still be a loss despite favorable price movement. Metals and coins do not provide interest or current income.

**8.2** - AGR cannot guarantee the existence of a viable precious metals, coin or currency market and is not obligated to repurchase any items it sells.

**8.3** - Customer, by initialing below, does hereby expressly state that no representation was made by AGR, its affiliates, or any agent directly or indirectly, in fact or appearance, that Customer will make money purchasing precious metals. Similarly, Customer was not influenced in any way by any representations as to investments in precious metals and hereby waives any claims to the contrary. Customer has had the opportunity to review this purchase with his/her/or its legal representative or financial professional.

**8.4** - AGR provides Customer with periodic information and risk disclosures, which provide additional information about pricing as well as information about the risks of buying and selling precious metals, rare coins and rare currency. It is Customer's responsibility to remain up to date by requesting a copy or reviewing the most recent version at AGR's website.

**8.5** - AGR may provide information about companies, which provide trustee and custodian services for Individual Retirement Accounts ("IRA") as a convenience to its Customers. AGR is independent from and not affiliated with any of the companies, which may provide those services. It is Customer's responsibility to independently select the IRA service company suitable for Customer. AGR shall have no liability or responsibility for any loss or damage resulting from his or her dealing with the IRA service company.

**8.6** - Neither AGR nor its representatives can guarantee any market movement. Further, AGR employees are not licensed as investment advisors and they are not making any specific recommendations concerning stocks, commodities, or any other form of investment. AGR and its employees, affiliates, or agents are not agents for Customer, have different financial interests and incentives from Customer and owe no fiduciary duty to Customer. Customer represents that he/she/it either has the sophistication to purchase bullion and understand the risks associated with said purchase or will consult a licensed professional with expertise in a particular market before making any decision to buy or sell. Customer

expressly states and warrants that he/she/it is not relying on representations made by AGR, its Affiliates, or representatives.

**8.7** - Customer understands that AGR does not make a recommendation as to an appropriate purchase of coins or bullion to an individual. Customer will independently determine what amount, if any is appropriate for him or her based upon their individual circumstances. What is suitable for one Customer with given financial means may not be suitable for another Customer. Before Customer chooses to buy or sell, Customer should determine his or her ability to understand the transaction and to meet all financial commitments to be made.

**8.8** - AGR does not offer advice on the tax treatment of purchasing, selling or borrowing precious metals. Customer must consult with his or her tax advisor regarding such matters.

## **SECTION 9 – OTHER TERMS AND CONDITIONS**

**9.1** - Customer expressly authorizes AGR to contact Customer at the telephone numbers provided in this Agreement whether or not these numbers are listed on any state or federal Do Not Call list. If Customer requests that AGR no longer contact Customer, AGR will promptly place Customer on AGR's Do Not Call list.

**9.2** - This Agreement is the entire agreement between AGR and Customer. There are no representations, oral or written, other than those herein. This supersedes all prior agreements concerning the same subject matter.

**9.3** - AGR shall not be liable for any loss due to circumstances beyond AGR's direct control, or any delay or default in performing under this Agreement if such delay or default is caused by conditions beyond its control, including, but not limited to, Acts of God, government restrictions or confiscation, change in market conditions, wars, insurrections and/or any other cause beyond AGR's reasonable control, including, but not limited to, postal or shipping loss.

AGR shall not be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by causes beyond its reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, AGR shall give Customer prompt written notice, with full details following the occurrence of the cause relied upon, Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

**9.4** - AGR's failure to exercise AGR's rights on one or more occasions will not be deemed a waiver of such rights at a later time.

**9.5** - This Agreement shall inure to the benefit of and be binding on Customer's personal representatives, beneficiaries, executors, successors and assigns. However, Customer cannot assign or transfer his or her rights under this Agreement except as set forth above. Assignments in violation of this Agreement are void.

**9.6** - In the event that any provision of this Agreement, or any operation contemplated hereunder, is found by arbitration or a court of competent jurisdiction to be inconsistent with or contrary to any applicable law, ordinance, or regulation, the latter shall be deemed to control and the Agreement shall be regarded as modified accordingly, giving maximum permissible effect to the Parties' intentions expressed herein, and the remainder of this Agreement shall continue in full force and effect.

**9.7** - THE FORMATION OF THIS AGREEMENT CONSTITUTES THE MAKING OF THIS CONTRACT WITHIN SALT LAKE COUNTY, UTAH REGARDLESS OF THE MANNER, TIMING OR LOCATION OF

DELIVERY OF RECEIPT OF ACCEPTANCE OF THIS AGREEMENT. THE PARTIES AGREE THAT SALT LAKE COUNTY, UTAH IS THE EXCLUSIVE VENUE FOR FILING ANY ACTION AND HEARING CONCERNING DISPUTES ARISING FROM OR RELATING TO CUSTOMER'S TRANSACTIONS WITH AGR OR TO THIS AGREEMENT. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH EXCLUDING CONFLICT OF LAW PRINCIPLES.

**9.8** - We are required to comply with anti-money laundering legislation and you must provide us with any information (including proof of identity or income) we require before a contract comes into effect between us. In order to purchase product from AGR, you must provide AGR with valid personal identification. There may be other requirements depending upon local laws.

**9.9** - You confirm that this purchase is for lawful purposes. AGR may refuse to process your purchase for any reason and refund your money. You acknowledge that we may be obliged by law (and shall be entitled to) confiscate money paid by you and pass it and your details to relevant authority.

## **SECTION 10 – ARBITRATION AGREEMENT**

**10.1** - CUSTOMER AGREES TO ARBITRATE ALL CONTROVERSIES BETWEEN CUSTOMER AND AGR INCLUDING ANY OF AGR'S CURRENT OR FORMER OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS ARISING OUT OF OR RELATING IN ANY WAY TO ANY TRANSACTION WITH AGR, CUSTOMER'S ACCOUNT, ANY ACCOUNT THAT CUSTOMER CAUSES TO BE OPENED IN THE FUTURE, OR ANY SERVICE PROVIDED BY AGR, INCLUDING BE NOT LIMITED TO TRANSACTIONS OF ANY KIND MADE ON CUSTOMER'S BEHALF. THIS ARBITRATION AGREEMENT INCLUDES THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE.

**10.2** - AGR'S LIABILITY IN ALL CLAIMS WHETHER IN TORT, CONTRACT, WARRANTY OR OTHERWISE SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR THE ITEMS IN DISPUTE, LESS THE ITEMS' FAIR MARKET VALUE. UNDER NO CIRCUMSTANCES SHALL AGR BE LIABLE TO ANY PERSON OR ENTITY FOR INDIRECT, INCIDENTAL, ADDITIONAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES EVEN IF AGR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10.3** - Customer agrees that any claim, arbitration, lawsuit, legal action, dispute or proceeding of any kind arising out of or relating to any transaction between Customer and AGR is barred unless commenced within one (1) year from the date of that transaction. Customer acknowledges that, but for this waiver, he or she might have a longer time period to initiate a claim under state or federal law.

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

## **SECTION 11 – SPECIAL AFFILIATE PURCHASE PROHIBITIONS**

**Affiliates in Massachusetts, Georgia, and Puerto Rico are PROHIBITED from purchasing product from AGR.** Customers who are referred to AGR's website by Affiliates and desire to purchase product in Massachusetts, Georgia, and Puerto Rico, must be at "arms length" to the Affiliate. For the purposes of this Agreement, non-arm's-length is defined as "mother, father, sister, brother, son, daughter, spouse" if the Customer's residence address is the same as that of the Affiliate.

In the event that it is deemed that an Affiliate residing in a prohibited state purchased product in violation of this section, AGR will buy-back any product that remains in resaleable condition at ninety percent

(90%) of the original net cost Affiliate paid for the products. Affiliate must return the product to AGR in resaleable condition, postage prepaid. Once received, AGR will inspect and weigh the product, then send Customer the funds due.