

SHIPPING AND TRANSACTION AGREEMENT

CUSTOMER INFORMATION	Customer Name:	
	Street Address:	Evening Phone:
	City/State/Zip:	Daytime Phone:
	Email Address:	
	By signing below, I acknowledge that I have read, understand, and hereby agree to the terms set forth on the front and back of this agreement.	
	Dated: _____ Customer's Signature: _____	

Regal Assets, LLC. ("RA") and Customer agree, subject to the provisions in this Transaction Agreement set forth in Paragraph 11, that the following terms shall govern the pending and all future transactions between the parties involving Precious Metals. "Precious Metals" shall mean, for purposes of this Transaction Agreement, any precious metal, in any form, that is the subject of a transaction between RA and Customer, and shall include, but is not limited to, bullion bars and coins, semi-Numismatic coins and bars, and Numismatic coins and bars.

1. Delivery of Precious Metals Purchased: Customer must deliver funds sufficient to cover the purchase within five (5) business days of Customer's placement of the order ("Purchase Funds"). Purchase Funds may be delivered by check, credit card, or wire transfer. With the limited exception noted in Paragraph 8a, **all sales, including credit card sales, are final (i.e. the Precious Metals cannot be exchanged or returned for a refund)**. Checks may be made out to Regal Assets (For wire transfer instructions, please contact your RA sales representative.) RA 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 RA verifies that the Purchase Funds provided are backed by good funds. (Please note that it may take 12 business days to so verify personal checks.) If Customer fails to provide the Purchase Funds within five (5) business days of Customer's placement of the order, RA may exercise the rights set forth in Paragraph 4, below.

2. Delivery of Precious Metals: Unless otherwise specified in writing at the time of Customer's order, RA shall cause all Precious Metals purchased and paid for to be delivered to Customer's address set forth above. RA 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 RA, in writing, immediately. Notice of any such alleged lost should be sent to: Regal Assets, Attention: Customer Service, 2600 W. Olive Avenue 5th Floor, Burbank, CA 91505. If the delivery service verifies that Customer's Precious Metals were never delivered, RA shall, within forty-five (45) 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. RA assumes no responsibility for Precious Metals lost after delivery to Customer. RA 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 RA.

3. Purchase Price:

a. **Sales:** The purchase price Customer has been quoted and agreed to pay includes RA's profit margin on the transaction. Within the Precious Metals industry, the difference between RA'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. At the time this Transaction Agreement was transmitted for Customer's signature, (i) RA'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 nine percent (2 to 9%), and (ii) RA's Spread on semi-Numismatic and Numismatic coins and bars was generally between five percent and fifteen percent (5 to 15%), and a typical spread was approximately twelve percent (12%). 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 RA at \$900, and included a five percent (5%) spread, RA's cost for that coin would be \$855. RA's Spread range may be different (higher and/or lower), and the Spread RA charges may be higher or lower, at the time of and for any given transaction.

b. **IRA Sales:** Individual retirement account ("IRA") transactions are more expensive to process and can require RA to assume certain investment risk in connection with the transaction. As such, notwithstanding the general ranges set forth in Paragraph 3a, at the time this Transaction Agreement was transmitted for Customer's signature, RA's Spread on all IRA Precious Metals transactions was generally between nine and fifteen percent (9 to 15%), on a typical transaction. The actual Spread on any particular transaction could have been higher or lower, at the time of and for any given transaction. For example, a bullion coin or bar that ordinarily would be quoted by RA (outside an IRA) at \$900, with a ten percent (10%) Spread, might be quoted at \$945, with a five percent (5%) Spread, if the bullion coin or bar is purchased as an IRA investment. In this example, however, RA's cost for the bullion coin or bar would be \$810.

c. **Re-purchases:** The law prohibits RA from guaranteeing to re-purchase the Precious Metals RA sells, and RA **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, RA has never refused the opportunity to re-purchase Precious Metals that a customer purchased from RA. If you wish to sell your Precious Metals in the future, RA encourages you to offer them to RA first. Should RA make an offer to re-purchase our Precious Metals, it is RA'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**. RA'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. RA does not guarantee that any re-purchase offer will equal the price that RA 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.

d. **Quotes on Customer's Holdings:** Customers may request a quote on their holdings at any time. When requesting a quote, please specify whether you are looking to purchase additional Precious Metals or sell your existing holdings – as RA's bid (buy from customer) and ask (sell to customer) quotes will vary. RA bases such quotes on a variety of factors, which are not necessarily tied or related to the prices quoted by, or factors considered by, its competitors.

4. 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, RA, 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, RA 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, RA shall be entitled to keep the excess amount as liquidated damages – actual damages being too speculative to calculate at this juncture.

5. Investment Objectives; Holding Period; Investment Risk; No Advice; Commissioned Sales Representatives:

a. RA is a seller and purchaser of Precious Metals. While RA is always prepared to compare and contrast the different Precious Metals that are available for purchase or that RA is willing to purchase, Customer acknowledges and agrees that (i) **no fiduciary relationship exists** between RA and Customer, (ii) the decision to purchase or sell Precious Metals, and which Precious Metals to purchase or sell, are the Customer's decision alone, and (iii) purchases or sales are made subject to Customer's own prudence and judgment.

b. In RA's opinion, Precious Metals should be considered a long-term investment. Customer should be prepared to hold any Precious Metals purchased – whether from RA or elsewhere – for at least a three to five year period, and preferably five to ten years, to maximize the potential for gains. In RA'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 at all or appreciate sufficiently to make Customer a profit at the expiration of this or any other period of time.

c. In RA's opinion, Customer should not invest more than twenty percent (20%) 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.

d. 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.

e. RA does not provide tax, investment, or legal advice or advisory services, and no one associated with RA is authorized to provide any such advice or services. Any written or oral statements by RA, 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.

f. RA'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, RA'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. RA's sales representatives are not licensed and their knowledge of Precious Metals and the Precious Metals marketplace varies markedly.

g. RA makes no representations regarding the tax consequences of holding Precious Metals as an investment in an IRA. Customer expressly acknowledges that Customer has been advised to seek independent tax advice, from a qualified professional, regarding the tax consequences of such an investment.

6. **Grades:** RA purchases Precious Metals for re-sale to its customers. RA is not a grading service. RA 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., and Numismatic Guaranty Corporation of America. 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, RA does not guarantee that the Precious Metals it sells will achieve the same grades in the future.

7. **Representation/Warranty; Sales Representatives Not Authorized To Make Other Representations or Warranties:** RA represents and warrants that, upon the delivery of Purchase Funds (as provided for in Paragraph 1), and subject to the other terms and restrictions set forth in this Transaction Agreement, RA will cause to be delivered to Customer 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., Numismatic Guaranty Corporation of America, 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 RA is the representation set forth in this Paragraph 7. Neither RA, 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 RA is selling or purchasing under this Transaction Agreement.

8. Refund Policy:

a. **Replacement of Semi-Numismatic or Numismatic Coins Where Grade Disputed:** Customer agrees to inspect each delivery carefully upon receipt. If, for any reason whatsoever, Customer is dissatisfied with the quality of a semi-Numismatic or Numismatic coin or bar (specific kinds of Precious Metals) purchased from RA, Customer should immediately notify RA. If Customer notifies RA of its dissatisfaction within fifteen (15) 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, RA 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 same denomination/type and grade. RA, 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 RA's current sale price for the higher value semi-Numismatic or Numismatic coin(s) or bar(s) to be substituted. If RA determines, in sole discretion, that another semi-Numismatic or Numismatic coin or bar of the same denomination/type and grade is not reasonably, commercially available, RA may elect, at its sole option, to either (i) 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 (ii) return Customer's Purchase Funds and void that particular transaction.

b. With the exception noted in Paragraph 8a, ALL SALES ARE FINAL (i.e., the Precious Metals cannot be exchanged or returned for a refund).

9. **Disclaimer of Express and Implied Warranties:** EXCEPT AS SET FORTH IN PARAGRAPH 7, THE PRECIOUS METALS SOLD BY RA PURSUANT TO THIS TRANSACTION AGREEMENT ARE SOLD ON AN "AS IS" BASIS AND RA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OR FITNESS FOR A PARTICULAR PURPOSE.

10. **No Liability for Consequential Damages; Limitation of Liability:** IN NO EVENT SHALL RA 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 RA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, RA'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.

11. **Application to Future Transactions:** This Transaction Agreement shall control all transactions between RA and Customer unless and until such time as it is amended by RA. Customer agrees that RA may amend this Transaction Agreement at any time from time to time, that RA may give notice to Customer of any amendment by mailing a copy of the amended Transaction Agreement to the address set forth above (or any updated address provided by Customer in the interim), and that following such mailing, the amended Transaction Agreement shall govern succeeding transactions.

12. **Force Majeure:** Neither RA nor Customer 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.

13. **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 RA AND CUSTOMER, SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL AND BE DETERMINED BY ARBITRATION IN LOS ANGELES, CALIFORNIA, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES (IF THE AMOUNT IN CONTROVERSY IS LESS THAN OR EQUAL TO \$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.

14. **Choice of Law; Individual and Class Claims:** The internal, substantive law of California shall govern all individual claims brought by or against RA in connection with this Transaction Agreement or otherwise arising out of any interaction between RA and Customer (i.e., California's conflict of law principles will not apply). However, if a class or purported class action is brought by or against RA 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. (The inclusion of this provision is not an admission by RA that any claim can be brought or maintained as a class action.)

15. **Jurisdiction:** Jurisdiction and venue for any dispute, claim or controversy arising out of or relating to this Transaction Agreement or the breach, termination, enforcement, interpretation or validity thereof, or any other interaction between RA and Customer, shall be in Los Angeles, California, and any party making a claim against RA in whatever form hereby submits to a personal jurisdiction in that forum for any and all purposes.

16. **Finality; Integration Clause:** This Transaction Agreement is intended by RA 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 RA that is inconsistent with this Transaction Agreement.

17. **Severability:** 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.