



# Account Application and Agreement

Please fax completed and signed forms to (972) 490-3218.

15301 Dallas Parkway, Suite 200 • Addison, TX 75001  
 Ph: (972) 788-4765 • (800) 375-4653 • Fax: (972) 490-3218

|                     |
|---------------------|
| <b>DATE:</b>        |
| <b>CUSTOMER NO:</b> |

| BUSINESS INFORMATION             |     |       | DESCRIPTION OF BUSINESS  |                |                   |
|----------------------------------|-----|-------|--|----------------|-------------------|
| BUSINESS NAME ("Business")       |     |       | # of Employees   | # of Locations | In Business Since |
| CONTACT PERSON                   |     |       | TYPE OF BUSINESS _____<br>Sole Proprietorship<br>Partnership<br>Corporation<br>LLC |                |                   |
| ADDRESS                          |     |       | FED ID # _____   |                |                   |
| CITY                             |     |       | STATE SALES TAX # _____  |                |                   |
| STATE                            |     | ZIP   | INVENTORY INSURED? _____ YES _____ NO<br>IF SO WITH WHOM? _____                    |                |                   |
| PHONE                            | FAX | EMAIL | EXPECTED MONTHLY VOLUME w/Dillon Gage<br>Bullion \$ _____                          |                |                   |
| Member of JBT, CoinNet or Facts: |     |       | Collectibles \$ _____<br>Other (specify) _____                                     |                |                   |

| COMPANY PRINCIPALS RESPONSIBLE FOR BUSINESS TRANSACTIONS & MAIN CONTACTS |       |         |                               |
|--|-------|---------|-------------------------------|
| NAME   | TITLE | ADDRESS | HOME and/or EMERGENCY PHONE # |
| NAME   | TITLE | ADDRESS | HOME and/or EMERGENCY PHONE # |

| BANK REFERENCES           |                      |                           |                      |
|---------------------------|----------------------|---------------------------|----------------------|
| NAME OF BANK              |                      | NAME OF BANK              |                      |
| ADDRESS                   |                      | ADDRESS                   |                      |
| CITY                      | STATE                | ZIP                       | CITY STATE ZIP       |
| CONTACT NAME              | 1. ACCT#<br>2. ACCT# | CONTACT NAME              | 1. ACCT#<br>2. ACCT# |
| LINE OF CREDIT?<br>PHONE# | TYPE?                | LINE OF CREDIT?<br>PHONE# | TYPE?                |

| TRADE REFERENCES |        |                 |                |
|------------------|--------|-----------------|----------------|
| FIRM NAME        |        | FIRM NAME       |                |
| ADDRESS          |        | ADDRESS         |                |
| CITY             | STATE  | ZIP             | CITY STATE ZIP |
| LINE OF CREDIT?  | TYPE?  | LINE OF CREDIT? | TYPE?          |
| CONTACT:         | PHONE# | CONTACT:        | PHONE#         |

| CONFIRMATION OF INFORMATION ACCURACY AND RELEASE OF AUTHORITY TO VERIFY   |   |       |      |
|---|---|-------|------|
| <p>I hereby certify that all of the information in this application is true, correct and complete. The information included in this application is for use by Dillon Gage Incorporated of Dallas ("Dillon Gage") in determining if the Business qualifies to become a Dillon Gage customer. I understand that Dillon Gage may also utilize other information sources of which it considers necessary or desirable in making this determination. Further, I hereby authorize all banks and other trade references listed in this credit application to release all information necessary or required by Dillon Gage to assist Dillon Gage in reaching a decision in authorizing the customer account approval. If Dillon Gage authorizes a customer account for the Business, then all purchase and sale transactions between Dillon Gage and the Business will be governed by (1) Dillon Gage's Customer Policy as it may be revised from time to time by Dillon Gage; and (2) applicable state and federal laws. I agree that I have a continuing duty to inform Dillon Gage of any changes to the original information provided in this application. A copy of Dillon Gage's Customer Policy may be found on Dillon Gage's web page at www.dillongage.com. <b>PLEASE PROVIDE A COPY OF VALID DRIVER'S LICENSE WITH APPLICATION.</b></p> |   |       |      |
| SIGNATURE   | PRINTED NAME  | TITLE | DATE |
| SOCIAL SECURITY # _____   | PLEASE SEND A COPY OF YOUR VALID DRIVER'S LICENSE WITH FORM |       |      |



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**DATE:** \_\_\_\_\_

**CUSTOMER NO:** \_\_\_\_\_

| CUSTOMER INFORMATION SHEET   |   |                                      |   |
|--|---|--------------------------------------|---|
| BUSINESS NAME ("Business")   |   |                                      |   |
| CONTACT PERSON   |   |                                      |   |
| ADDRESS  |   |                                      |   |
| CITY   |   | STATE                                | ZIP   |
| PHONE  | FAX   | EMAIL                                |   |
| TYPE OF BUSINESS   |   |                                      |   |
| FED ID #   |   | STATE SALES TAX #                    |   |
| ARE YOU A BULLION WHOLESALER, RETAILER OR BOTH?  |   | W <input type="checkbox"/>           | R <input type="checkbox"/> B <input type="checkbox"/> |
| ARE THERE ANY UCC FINANCING STATEMENTS COVERING THE ASSETS OF THE BUSINESS?                              |   | Y <input type="checkbox"/>           | N <input type="checkbox"/>                            |
| DO YOU HAVE CREDIT WITH ANY OTHER ENTITIES AT THIS TIME?   |   | Y <input type="checkbox"/>           | N <input type="checkbox"/> TOTAL AMOUNT \$: _____     |
| IF YES, PLEASE LIST: _____   |   |                                      |   |
| WHAT WERE YOUR TOTAL PRECIOUS METALS (BULLION & COLLECTIBLES) SALES OVER THE LAST 12 MONTHS?             |   |                                      |   |
| <input type="checkbox"/> 100K - 500K   | <input type="checkbox"/> 500K - 1MM                   | <input type="checkbox"/> 1MM - 2MM   |   |
| <input type="checkbox"/> 2MM - 4MM   | <input type="checkbox"/> 5 Million +                  |                                      |   |
| WHAT IS THE TANGIBLE NET WORTH OF YOUR BUSINESS?   |   |                                      |   |
| <input type="checkbox"/> 10K - 50K   | <input type="checkbox"/> 50K - 100K                   | <input type="checkbox"/> 100K - 200K |   |
| <input type="checkbox"/> 200K - 500K   | <input type="checkbox"/> 500K - 1MM                   | <input type="checkbox"/> Million +   |   |
| WHAT IS THE PERSONAL TANGIBLE NET WORTH OF THE OWNER OF THE BUSINESS? \$: _____                          |   |                                      |   |
| WHAT SYSTEM OF ACCOUNTING DO YOU USE FOR THE BUSINESS? (E.G. ACCOUNTANT, QUICKBOOKS, SELF PREPARED ETC.) |   |                                      |   |
| _____  |   |                                      |   |
| ARE YOU ABLE TO PROVIDE US WITH FINANCIAL INFORMATION ON YOUR COMPANY? (CHECK ALL THAT APPLY)            |   |                                      |   |
| Y/E FINANCIALS   | Y <input type="checkbox"/> N <input type="checkbox"/> | QUARTERLY FINANCIALS                 | Y <input type="checkbox"/> N <input type="checkbox"/> |
| AUDITED TAX RETURN   | Y <input type="checkbox"/> N <input type="checkbox"/> | COMPANY BALANCE SHEET                | Y <input type="checkbox"/> N <input type="checkbox"/> |
| P & L STATEMENT  | Y <input type="checkbox"/> N <input type="checkbox"/> |                                      |   |
| SIGNATURE: _____   |   | DATE: _____                          |   |
| PRINTED NAME: _____  |   | TITLE: _____                         |   |

# Customer Policy

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This Customer Policy ("Agreement") is an agreement between Dillon Gage Incorporated of Dallas ("**Dillon Gage**," "**Company**," or "**we**") and you, the customer ("**Customer**" or "**you**").

## PURPOSE OF AGREEMENT

This Agreement states the standard terms and conditions of purchase and sale which will govern all trades between Customer and Dillon Gage, including without limitation buy Orders and sell Orders that Customer places with Dillon Gage either via telephone or utilizing the limited license and service subscription to Dillon Gage's digital platforms ( i.e. FizTrade, FizCommerce, FizConnect, Closed Loop IRA and IRAConnect (collectively, "FizTrade")) and the use of any products and services offered by Dillon Gage's Metals Division (collectively "**Orders**" and each an "**Order**"). BY EXECUTING THIS AGREEMENT, YOU AGREE TO BE BOUND BY ALL OF THE STANDARD TERMS AND CONDITIONS SET FORTH HEREIN. YOU ACKNOWLEDGE EXECUTION OF THIS AGREEMENT IS THE ONLY VALID WAY TO PROCURE A DILLON GAGE ACCOUNT AND SERVICES AND FURTHER AGREE TO ALL TERMS SET FORTH IN THE AGREEMENT. This Agreement does not obligate you to buy from or sell to Dillon Gage, and Dillon Gage has no obligation to buy from or sell to you unless you place an Order in accordance with the terms of this Agreement.

## PRICING

Once you place an Order with a Dillon Gage representative ("**Trader**") or through FizTrade the price you agree upon will not change and is locked in for the life of the Order. You acknowledge and agree that verbally placing an Order with a Dillon Gage Trader or through FizTrade constitutes a valid and binding contract, and it is understood that the contract is legally enforceable against you in accordance with the terms of this Agreement and the Order. You acknowledge that verbal Orders placed over the phone are recorded and effectively memorialize and constitute an electronic record of the contract between you and Dillon Gage. Likewise, for the Orders placed through FizTrade, an electronic record is created to memorialize such Orders. Your purchase or sale price is confirmed upon the earlier to occur of verbal confirmation of the Order by a Dillon Gage Trader or Dillon Gage's assignment of an Order number to your trade electronically or when completed through FizTrade. With respect to an Order for most bullion items, bid and ask prices are based on Dillon Gage's spot prices at the time of the Order. Prices of numismatic items are based on then current market conditions. Dillon Gage's spot prices are derived from actively traded futures contracts with additional criteria added to those futures contract prices based upon Dillon Gage's commercially reasonable judgment. Dillon Gage receives market data from third-party providers in "real time," as defined by Dillon Gage's data licensing agreements with those providers. Accordingly, Dillon Gage's spot prices move at the speed of the precious metals market. Dillon Gage reserves the right in its absolute discretion to adjust pricing derived from the market data from third-party providers due to any pricing or software abnormality or discrepancy that does not accurately reflect "real time" spot market. Dillon Gage provides various ways to access this data, in real time or delayed, depending on the method Dillon Gage determines, at its sole discretion, for data distribution. Notwithstanding the method you choose to access Dillon Gage's metals pricing, precious metals prices fluctuate and change in "real time" with the speed of the market. FizTrade account holders can log into FizTrade ([www.Fiztrade.com](http://www.Fiztrade.com)) and receive quotes that are updated in real time. **If you receive a price quote from a Trader without placing an Order that quote remains subject to change until the Order is placed. The pricing for the limited license and services subscription to any services provided by Dillon Gage is set forth on Exhibit A hereto, if applicable.**

## BUYING METALS FROM DILLON GAGE

Once your account has been established, Dillon Gage offers various methods for placing Orders. You can call and speak to a Dillon Gage Trader who will take your Order and verbally confirm your trade. If you are a registered FizTrade account holder, you can also place a trade online. Dillon Gage also receives Orders electronically through various application program interface software protocols. Each of these methods provides an Order confirmation. Once an Order is confirmed and you receive a confirmation number, either verbally with a Dillon Gage Trader or online with FizTrade, a valid and legally binding contract has been created. This Agreement is enforceable against you in accordance with its terms

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With the exception of federal holidays, Dillon Gage's normal hours of operation are Monday through Thursday 8:00AM to 5:30PM Central Time ("CT") and Friday 8:00AM to 5:00PM CT. Dillon Gage may offer trading after or before normal business hours through a medium supported by an active electronic market. Currently, electronic market hours are 5:00PM CT on Sunday through 4:15PM CT on Friday. Dillon Gage is not obligated to and may not make markets in all precious metals during these trading hours and may extend or amend its trading hours at its sole and absolute discretion.

By agreeing to purchase metals from Dillon Gage or access FIZTrade for purchasing or consuming pricing data, you warrant that your conduct and purchase is in full compliance with all applicable federal and state laws, including but not limited to the Patriot Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act and federal Anti-Money Laundering Laws, and that you are not utilizing funds or property derived from or for unlawful or illegal activity. You further warrant and represent that you are not insolvent and are not using funds with the intent of hindering, delaying, or defrauding any of your creditors.

Payment is due at the time your Order is placed. If payment is not timely received, Dillon Gage reserves the right to cancel or suspend delivery, including during any transit period. If delivery has already occurred, you agree to return your Order immediately upon demand. Title to your Order does not pass to you until all payment has been received and your Order remains the property of Dillon Gage until fully paid.

### **SELLING METALS TO DILLON GAGE**

When selling metals to Dillon Gage, you hereby warrant that all monies and merchandise sent to Dillon Gage as part of any trade, are owned by you, were obtained by lawful and rightful means, and are free of any and all liens, claims, security interests and encumbrances and comply in all respects with the Dillon Gage Conflict Metals Policy (a copy of which is available upon request). You further warrant and represent that you have the title and authority to sell and full right, interest and marketable title in and to all merchandise sold to Dillon Gage. Orders must be shipped within two (2) Business Days of the trade date. When the precious metals are received, the Order will be inspected and verified by Dillon Gage vault managers within 2 business days of receipt to determine quantity and quality with respect to the purchase Order. Dillon Gage will promptly notify you of any discrepancies in the Order, and you agree that the results of all Dillon Gage's inspections are conclusively deemed to be correct and are final. The Customer will rectify all differences and discrepancies in quantity and/or quality within two (2) Business Days following notification thereof. You may also repurchase the entire Order (hereinafter called "Offset"); however, in that event you will be liable for any and all of Dillon Gage's fees and losses associated with the Offset. Payment for Orders which are sales of precious metals to Dillon Gage will be made by check and sent via U.S. Mail. Dillon Gage will, at the Customer's written request, provide a bank wire or overnight check for a fee of \$35.00 per transaction. Payment is issued the day after we verify your item(s) in full and inspect the Order. For Customers who have a credit account and Cash on Confirmation ("credit") privileges, Dillon Gage will issue payment in accordance with the terms of the Customer's account.

### **DILLON GAGE'S GRANT OF LIMITED LICENSE AND ANNUAL SERVICES SUBSCRIPTION**

Pursuant to the terms hereof, the Customer may utilize (i) certain Dillon Gage's licensed services, (ii) certain Third-Party Data, and (iii) Dillon Gage's data (collectively, "Services and Data", as more fully described on Exhibit A, as applicable). The Customer hereby acknowledges and agrees that the terms of this Limited License and Annual Services Subscription for the use of Services and Data become effective as of the execution of this Agreement and continue for one (1) year term (the "Initial Terms"). After the Initial Term, and so long as the Customer remains in good standing and not in default under any provision of this Agreement, or any other agreements with Dillon Gage and any of its affiliates or subsidiaries, the Limited License and Annual Services Subscription will automatically renew for a successive renewal term ("Renewal Term") unless Dillon Gage expressly revokes it upon not less than thirty (30) days written notice (the "Service Period").

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## LIMITED LICENSE TO SERVICES AND DATA

Subject to the Customer's compliance with the terms and conditions of this Agreement and payment in full of all fees as set forth on Exhibit A, or any other agreements with Dillon Gage and any of its affiliates or subsidiaries, as applicable, Dillon Gage hereby grants to the Customer a limited, non-exclusive, non-transferable right to access and use the Services and Data solely for such Customer's permitted business uses as set forth herein. Dillon Gage previously entered into a Derivative Data Agreement with the Chicago Mercantile Exchange (the "CME") to obtain a limited license to utilize certain proprietary data of the CME. The Customer is prohibited from using any of CME's data for any purposes the goal of which is not its bona fide business of conducting buy and sell trades with Dillon Gage in accordance with this Agreement ("Permitted Use"), as applicable, but to reverse engineer any of CME's pricing data by leveraging Dillon Gage's data to do so ("Prohibited Use"). Dillon Gage reserves the right to immediately and without advanced notice revoke this Limited License and Annual Services Subscription for any violations of the terms hereof or engaging in Prohibited Use and terminate this Agreement effective immediately. The Customer is also prohibited from providing, divulging, disclosing or making available or permitting the use of the Data and Services, such as its secure FizTrade login information with or by any third party to enable unauthorized access to the Services and Data.

To further enable the Customer to utilize the FizTrade and the Services and Data, Dillon Gage may from time to time utilize Third-Party Data available to Dillon Gage. Customer hereby acknowledges and agrees that such Third-Party Data may be subject to restrictions of use, require additional contractual undertaking by the Customer or may result in additional service fees. While Dillon Gage may undertake to assist the Customer in securing and satisfying the requisite additional obligations and licensing, the Customer remains solely responsible for obtaining any such licenses to enable its continued use of any Third-Party Data. Failure to obtain any such prerequisites from the owner of the Third-Party Data may be deemed by Dillon Gage a default hereunder and Dillon Gage reserves all rights to terminate this Limited License to Services and Data or limit the Customer's access thereto.

Except for the limited license and services granted to the Customer under this Agreement, nothing herein shall grant the Customer any ownership or other interest in or right to Dillon Gage's property, including intellectual property. The Customer acknowledges and agrees that Dillon Gage, and in some instances Third Party Data owners, own the intellectual property in the Data and Services. The Customer further agrees and covenants that it will not, directly or indirectly attempt to modify, enhance, change or otherwise attempt to "reverse engineer" any of the Data and Services. Customer agrees and acknowledges that any default hereunder shall result in irreparable damages to Dillon Gage and the Third-Party Data owners, respectively, and such damaged party shall be entitled to equitable relief including without limitation temporary and permanent injunctions, without the need for a bond, award of attorney's fees and other costs. Any such violation or attempted violation shall also result in the immediate termination of this Agreement, or any other Agreements with Dillon Gage and any of its affiliates or subsidiaries, and all rights of the Customer to use the Services and Data.

The Customer hereby represents and warrants that the Services and Data provided to it by Dillon Gage hereunder will be utilized by the Customer solely for the purposes of trading with Dillon Gage and any other uses are expressly prohibited. The Customer further acknowledges that it may request from time to time that Dillon Gage provide additional services and data not set forth on Exhibit A to enable the Customer to conduct its business via FizConnect Application Program Interface ("API") for which Dillon Gage reserves the right to charge additional fees to be agreed upon by the Customer ("Additional Services Fee"). The Customer understands that all recurring charges and fees set forth on Exhibit A, as applicable, shall be due and payable in advance, without offset or deduction on or before the first date of the Service Period. Customer shall pay all Additional Services Fees, if any, immediately upon receipt of invoice. Failure to pay is deemed a default under this Agreement and Dillon Gage reserves the right to terminate this Agreement, disallow further FizTrade access to Data and Services and otherwise utilize any funds or credits in the open account to cure the payment default. As further assurance of performance under this Agreement, you expressly give Dillon Gage the right to utilize any credits, proceeds, funds in your account, or any Assets stored at Dillon Gage subsidiaries IDS Group depositories.

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### **PAYMENT & DELIVERY**

Acceptable forms of payment to Dillon Gage are bank wires and business checks up to \$25,000, with prior approval. Dillon Gage does not accept cash, money Orders, or any debit or credit cards as a form of payment. When paying with a bank wire, your Order will normally be shipped to you within 48 hours. All payments should be made within a 24-hour period of placing an Order. If your Order has not been paid in full within seven (7) Business Days, Dillon Gage reserves the right to cancel the Order, at its discretion. Any losses incurred by Dillon Gage as a result of the cancelled Order will be the responsibility of the Customer to pay in full within three (3) days following notice of such losses by Dillon Gage to you. It is the responsibility of the Customer to notify Dillon Gage no later than 5 days after Dillon Gage ships an Order to customer or to an address designated by customer if the Order did not reach the desired destination. Unless otherwise agreed upon in writing, Dillon Gage has sole control and authority over the delivery of any Orders and any communications with a carrier while an Order is in transit must be done through Dillon Gage. Customer hereby acknowledges and agrees that the Customer will not re-direct, stop in transit, or otherwise attempt to manipulate shipping or delivery location or schedule of any Order.

### **ORDER CANCELLATION**

Once you have placed an Order with a Dillon Gage Trader or on FizTrade, a confirmation number will be assigned to your Order. Upon the earlier of verbal confirmation of the Order by a Dillon Gage Trader or Dillon Gage's assignment of a confirmation number to your Order, the Order is a valid, legal and binding contractual obligation enforceable against you, and you may not cancel the Order. If you do not wish to fulfill the buy or sell Order you have placed, then your only recourse is to Offset the Order. If you Offset the Order, then you may incur charges for market movement, premium changes, and differences between the bid and ask prices. Dillon Gage reserves the right to cancel your Order if payment is not received within seven (7) Business Days. The amount of the Offset is any losses incurred by Dillon Gage due to market movement, premium changes, and differences between the bid and ask prices. The Offset is the Customer's responsibility and must be paid in full by you within three (3) days following notice of such losses by Dillon Gage to Customer. If Dillon Gage cancels an open Order where delivery or payment by Dillon Gage to you has not been made, then Dillon Gage will refund any monies or merchandise related to such an Order received from the Customer.

### **DEFAULT & RIGHT OF OFFSET**

You acknowledge and agree that you are in default ("Default") when any of the following occur: (1) non-payment or non-delivery of any trades, Orders, or any duty, obligation or liability under this Agreement; (2) failure to notify Dillon Gage of any changes to your financial condition that have or may have an adverse effect on your ability to trade or which conflicts or may conflict with any of the information provided in the original documentation setting up your account, including but not limited to the information contained in this Agreement; (3) Dillon Gage determines, in its sole and absolute discretion, that you have or may have misrepresented any information or breached any warranties associated with any type of Order; or (4) failure to adhere to any of the terms and conditions set forth in this Agreement. If you are in default under any part of this Agreement, without limitation of all of Dillon Gage's rights and remedies arising hereunder and at law and in equity, then Dillon Gage reserves the right to perform any or all of the following: (a) immediately terminate your Dillon Gage account, (b) immediately call any and all amounts due by you and liquidate any and all of your precious metals held by Dillon Gage and apply the funds from such a liquidation to any amounts due by you, (c) Offset any amounts due or owing by you against any amounts due or owing by Dillon Gage, (d) cancel any open Orders where delivery or payment by Dillon Gage to you has not been made and Customer will be liable for all losses relating thereto, (e) cancel any open Orders where delivery or payment by you to Dillon Gage has not been made and Customer will be liable for losses relating thereto, (f) assess and receive all interest and late fees, applicable by law, on all outstanding amounts due Dillon Gage, including without limitation, interest at the lesser of 18% or the highest rate allowed under applicable law on all outstanding amounts due Dillon Gage from the date due through the date of payment of such outstanding amounts, and/or (g) employ any other form of collection available under state and federal law. All Offsets will be based on current market prices at the close of trading for that (those) commodity(ies) on the day the Customer's account is deemed in default.

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### **CREDIT ACCOUNTS**

From time to time, Dillon Gage may, in its sole and absolute discretion, establish credit limits for certain of its customers. A review of the financial condition of each customer who requests a credit account may be undertaken by Dillon Gage in its sole and absolute discretion. Upon approval, which approval may be granted or withheld in Dillon Gage's sole and absolute discretion, an extension of credit with a credit limit will be determined that allows the Customer to engage in a credit program. This extension of credit may be in the form of shipping precious metals prior to payment being received by Dillon Gage. If Dillon Gage ships precious metals to you prior to its receipt of payment, the precious metals remain the property of Dillon Gage until paid for in full and shall be returned to Dillon Gage on demand if payment in full is not timely made. No right or power is given to you to sell, pledge, hypothecate, or otherwise dispose of the precious metals unless and until paid for in full. In the event that Dillon Gage does not receive payment when due, Dillon Gage, may, at its option, charge interest on the monies at a rate equal to or less than the maximum rate allowed by laws of the State of Texas.

Payments issued and/or metals shipped to the Customer as part of the credit program will not exceed the credit limit for the Customer established by Dillon Gage. Terms of payment and the requirement of guarantees may vary. Dillon Gage is not required to extend credit to any Customer, and not all account applications will be approved. Dillon Gage may change or withdraw the credit program at any time, and the terms and limits for such credit will be at Dillon Gage's sole and absolute discretion.

### **CHANGES IN CUSTOMER CONDITION**

You agree immediately and before placing an Order to notify Dillon Gage in writing of any changes to your current business operations and financial condition to include but not limited to: (1) location and proper address; (2) name change; (3) change in status or company existence (i.e. corporation, partnership, sole proprietor); (4) changes in your business licenses or permits; (5) change in your financial condition that could adversely affect your ability to fulfill your duties, obligations, or liabilities as stated in this Agreement; and (6) changes in the laws and regulations that govern your state or locality that may affect this Agreement and your performance hereunder.

### **SEVERABILITY**

If any term or provision of this Agreement shall be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction or legal authority, then the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, and all unpaid balances on Customer's account shall remain enforceable.

### **ENTIRE AGREEMENT & MODIFICATION**

This Agreement, including without limitation, the Dillon Gage Account Application and Agreement, together with Dillon Gage's price list as in effect from time to time, and those Purchase Orders, Sales Orders, or Invoices issued from Dillon Gage that memorialize any Order, contain the sole and entire agreement between Dillon Gage and you and apply to and govern over any Orders or other transactions between us, superseding all prior discussions, proposals, quotations, negotiations, representations and agreements relating thereto, and, except as hereinafter provided, shall not be modified or amended, nor shall any requirement set forth herein be waived, except by a written instrument signed by duly authorized officers or employees of Dillon Gage and you. Prior course of dealing, trade usage and/or oral agreements, to the extent they would modify, add to, or detract from the provisions hereof, shall not be binding on Dillon Gage, and you hereby expressly waive them.

Except as otherwise expressly provided herein, no confirmation, purchase Order or acceptance provided by you to Dillon Gage and which imposes additional or inconsistent terms of any type, shall be effective for any purpose. Any documents, terms, conditions or other information provided by you to Dillon Gage shall be for identification purposes only and shall not form a part of the Agreement set forth hereby. Any reference by Dillon Gage to any confirmation or purchase Order that Dillon Gage receives from you shall not be deemed to be an acceptance of the terms thereof.

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Dillon Gage may change or modify its Customer Policy at any time in its sole and absolute discretion, and such changed or modified Customer Policy shall become binding upon the earlier of (a) the Customer's receipt of notice of the modified Customer Policy, by any means; (b) the Customer's receipt of a Purchase Order or Sales Order from Dillon Gage; or (c) upon Dillon Gage's posting of a modified Customer Policy on its website at [www.dillongage.com](http://www.dillongage.com).

### **FORCE MAJEURE**

Dillon Gage shall not be liable for any failure or delay in performance or obligations under this Agreement to the extent said failures or delays are beyond reasonable control and occurring without Dillon Gage's gross negligence or willful misconduct, including, without limitation, acts of God, failure of suppliers, subcontractors, and carriers, war, hostile or warlike action, any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism, strikes, lockouts or other labor disturbances, riots or authority of law. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the duration of any delay so caused.

### **ELECTRONIC TRANSACTIONS**

Pursuant to the Texas Business and Commerce Code § 322.007, Customer and Dillon Gage agree that Orders between you and Dillon Gage may be conducted and completed by electronic means.

### **GOVERNING LAW**

This Agreement and any guarantees relating hereto shall be interpreted and construed according to, and governed by, the laws of the State of Texas. The federal or state courts located in Dallas County, Texas, shall have exclusive jurisdiction to hear any and all dispute(s) under this Agreement. You hereby consent to venue and personal jurisdiction in Dallas County, Texas and waive the right to sue or to be sued elsewhere.

### **TAXES**

You are responsible for any and all taxes that may be assessed to you as a result of activity entered into under this Agreement, including without limitation, sales taxes and all federal, state and local taxes. Dillon Gage does not provide tax advice. Dillon Gage encourages you to consult an independent tax professional with respect to tax law and preparation.

### **TELEPHONE RECORDINGS**

It is the practice and policy of Dillon Gage to record all telephone conversations for training, research and verification purposes. Such recording will be used by Dillon Gage as confirmation and memorialization of an Order placed by you. You agree that Dillon Gage's telephonic recordings of your Order(s) with Dillon Gage constitute an "electronic record" as defined by the Uniform Electronic Records Act (Tex. Bus. & Com. Code 322.007(c)) and is a sufficient, enforceable and proper writing, by electronic means, of the Order(s) between you and Dillon Gage.

### **RISK**

Trading precious metals, like all investments, is speculative and carries a high level of risk, and may not be suitable for all investors. Before deciding to buy, sell, trade or invest in precious metals, you should carefully consider your investment objectives, level of experience, and risk appetite. A substantial possibility exists that you could sustain a loss of some or all of your investment, and therefore you should not invest money that you cannot afford to lose.

Some of the risks of purchasing or owning precious metals include, without limitation: (1) the purchase of physical bullion and coins exposes the investor to risk of loss or theft, although storage of precious metals in a depository substantially reduces the risk of loss or theft; (2) trading on precious metals exchanges is subject to their rules and regulations. Precious metals exchanges can accidentally affect market conditions and outcomes by changing their





# Customer Policy

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trading rates. Other exchange events can also affect or create risk to the precious metals or precious metals futures investor, including: (a) Margin Requirement Change Increasing the margin requirements will likely result in more selling and a price drop as traders liquidate holdings to raise cash to meet the new margin requirements; (b) Liquidation Only: The exchange can temporarily restrict buying so that only selling can occur thereby driving prices down; and (c) Halt Trading: The exchange, under rare conditions, can temporarily halt the trading of any commodity. During such times, no buying or selling may occur and an investor would be unable to trade its holdings; (3) precious metals prices are volatile and are subject to market fluctuations; and (4) there are political risks to precious metals investing in that governments can change laws and regulations that may harm any precious metals that you may buy or sell.

You should be aware of all the risks associated with trading or investing in precious metals and seek advice from an independent financial advisor if you are unsure in any way about trading or investing in precious metals. DILLON GAGE BELIEVES THAT THE DATA AND INFORMATION CONTAINED WITHIN DILLONGAGE.COM AND FIZTRADE.COM WEBSITES ARE RELIABLE WHEN POSTED, BUT MAY NOT REMAIN RELIABLE, ACCURATE, OR COMPLETE DUE TO CHANGES IN THE MARKET; AND, AS SUCH, ARE SUBJECT TO CHANGE WITHOUT NOTICE. YOU ACKNOWLEDGE AND AGREE THAT NEITHER DILLON GAGE, DILLONGAGE.COM, NOR FIZTRADE.COM ARE OR WILL BE RESPONSIBLE FOR ANY MONETARY LOSS WHICH MAY RESULT FROM YOUR RELIANCE ON THE DATA, OTHER INFORMATION, OR THE OPINIONS EXPRESSED THEREIN. YOU ARE SOLELY RESPONSIBLE FOR YOUR OWN INVESTMENT DECISIONS. DILLON GAGE RESERVES THE RIGHT TO MAKE ADJUSTMENTS TO ANY PRICING THAT IS DEEMED TO HAVE BEEN INACCURATE WHEN SHOWN ON FIZTRADE DUE TO INADVERTENT TRADER ERROR.

## RELATIONSHIP OF THE PARTIES

Neither Party hereto shall act or have the authority to act as an agent for or of the other Party for any purpose whatsoever. Nothing in this Agreement shall be deemed to constitute or create a joint venture, partnership, agency relationship, pooling arrangement, or other formal business entity or fiduciary relationship between the Parties. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

## DILLON GAGE CONFLICT METALS POLICY

DILLON GAGE is committed to engaging in rigorous due diligence efforts designed to verify — whenever possible — the source of precious metals, specifically gold, used in DILLON GAGE supply chain. DILLON GAGE is committed to purchasing precious metals and other materials only from environmentally and socially responsible suppliers. By entering into this Agreement, you acknowledge that you have reviewed and agree to abide by Dillon Gage's Conflict Metals Policy.

## PRIVACY

Subject to the requirements of applicable law and governmental requirements, Dillon Gage is committed to preserving the personal information and trust of our customers. Our Privacy Policy covers the handling by Dillon Gage of personally identifiable information that Dillon Gage may collect in connection with its operations or websites. Dillon Gage may collect such personal information as name, address, e-mail address, trading preferences and the like. Dillon Gage does not sell or otherwise provide such information to third parties unless required by applicable governmental laws, rules, regulations, requirements or subpoenas, including without limitation, the laws and requirements of the United States of America, and Dillon Gage may use such personal information only to perform actions requested by the user and/or customize the content of the website for the user, except to the extent otherwise required by applicable governmental laws, rules, regulations, requirements or subpoenas, including without limitation, the United States Presidential Executive Order 13224 issued on September 24, 2001 enacted by the United States of America, as may be further supplemented or amended, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 enacted by the United States of America (" US PATRIOT ACT"), the Bank Secrecy Act (31 U.S.C. 5311 et, seq.) enacted by the United States of America, as amended by the US PATRIOT ACT, or the International Emergency Economic Powers Act (50 U.S.C.A. § 1701-06) enacted by the United States of America.



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### LIMITATION OF DAMAGES

IN NO EVENT SHALL DILLON GAGE BE LIABLE FOR (1) ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, ANY LOSS OF PROFIT OR REVENUE REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHER, EVEN IF ARISING OUT OF DILLON GAGE'S NEGLIGENCE OR (2) ANY EXPENSE INCURRED BY YOU OR ANY THIRD PARTY OR ANY CLAIM BY YOU OR ANY THIRD PARTY BY REASON OF ANY NEGLIGENCE OR ANY BREACH OF WARRANTY OR OTHER OBLIGATION BY DILLON GAGE ARISING OUT OF THESE STANDARD TERMS AND CONDITIONS OR RELATING TO THE TRANSACTIONS CONTEMPLATED HEREIN. CUSTOMER AGREES THAT CUSTOMER SHALL NOT BE ENTITLED TO SPECIFIC PERFORMANCE IN CONNECTION WITH THIS AGREEMENT

### INDEMNITY AND THIRD PARTY CLAIMS

The Customer will defend and indemnify Dillon Gage, its officers, directors, employees, agents, contractors, representatives, suppliers, subsidiaries, parents and affiliated companies from any third party claim arising out of or related to: (a) alleged Customer conduct in breach of this Agreement, including, without limitation, alleged infringement on third party intellectual property or privacy rights; (b) the Customer's use, misuse or failure to use the Services and Data; and (c) any action taken by Dillon Gage as part of an investigation into a suspected violation of this Agreement or as a result of its conclusion that a violation has occurred. Such Customer's obligation includes payment of losses, expenses, damages and costs, including, without limitation, attorneys' fees and costs, including any court costs.

### NO THIRD PARTY BENEFICIARY

This Agreement does not and will not confer any rights or remedies upon any person other than the Customer.

### TIME IS OF THE ESSENCE

Time is of the essence with respect to performance by Customer of all of its duties, obligations, and liabilities under this Agreement.

### BUSINESS DAYS

"Business Days" are all days Monday through Friday except those days on which the United States Mail is not delivered and those days on which Dillon Gage is not open for business.

### ELECTRONIC EXECUTION OF THIS AGREEMENT

Your electronic acknowledgment, as entered on a Dillon Gage web portal or web site, constitutes your signature and acceptance of this Agreement and serves as acceptance of Dillon Gage's Customer Policy. To the extent applicable, a telecopied, faxed or electronic transmission of a duly executed counterpart of this Agreement shall also be sufficient to evidence your signature on and acceptance of the terms and conditions of this Agreement.

#### CUSTOMER

#### DILLON GAGE

Dillon Gage Incorporated of Dallas

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



# Customer Policy

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|              |
|--------------|
| <b>DATE:</b> |
|--------------|

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**Ph: (972) 788-4765 • (800) 375-4653 • Fax: (972) 490-3218**

### GUARANTY

Guaranty of Payment: I, the undersigned ("Guarantor"), do hereby guarantee prompt payment when due of all amounts owing and to become owing on account of this Agreement and performance of all obligations arising under this Dillon Gage Account Application and Agreement, including without limitation, the Dillon Gage Standard Terms and Conditions of Sale, by the above named Customer (collectively the "Guaranteed Indebtedness"). Dillon Gage shall be under no obligation to notify Guarantor of any default in the performance of any of the above obligations of Customer, or to use diligence, commercial reasonableness or reasonable care in preserving the liability of any person with respect to such obligations or in bringing suit to enforce performance of the Guaranteed Indebtedness or such obligations. Guarantor will remain liable for the Guaranteed Indebtedness even though the Agreement or the Guaranteed Indebtedness may be unenforceable against or uncollectible from Customer or any other person because of incapacity, lack of power or authority, discharge or any other reason

|                     |                   |          |
|---------------------|-------------------|----------|
| GUARANTOR SIGNATURE | PRINTED NAME      | DATE     |
| ADDRESS             |                   |          |
| CITY                | STATE             | ZIP CODE |
| SOCIAL SECURITY #   | DRIVERS LICENSE # | STATE    |



# Account Application and Agreement

Please fax completed and signed forms to (972) 490-3218.

DATE:

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CUSTOMER NO:

## CERTIFICATION REGARDING ANTI-TERRORISM LAWS

DILLON GAGE: Dillon Gage Incorporated of Dallas, a Texas corporation ("**Dillon Gage**")  
 CUSTOMER: \_\_\_\_\_, a(n) \_\_\_\_\_ ("**Customer**")  
 GUARANTOR: \_\_\_\_\_ (collectively, the "**Guarantor**" whether one or more)  
 DATE: Effective as of \_\_\_\_\_, 20\_\_ (the "**Effective Date**")

Customer and Guarantor represent, warrant, and undertake that:

(a) Neither Customer nor Guarantor, and to Customer's and Guarantor's knowledge, none of Customer's or Guarantor's respective officers, directors, shareholders, partners, members, managers, associates, or trustees, and no other direct or indirect holder of any equity interest in Customer or Guarantor (collectively "**Applicable Party**") is an entity or person: (i) that is listed in the Annex to, or is otherwise subject to the provisions of United States Presidential Executive Order 13224 issued on September 24, 2001 ("**Executive Order**") as may be further supplemented or amended; (ii) whose name appears on the U.S. Department of the Treasury, Office of Foreign Assets Control's ("**OFAC**") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, [www.treas.gov/ofac/](http://www.treas.gov/ofac/)); (iii) who commits, threatens to commit or supports "**terrorism**," as that term is defined in the Executive Order; or (iv) who is otherwise affiliated with any entity or person listed above (any and all parties or persons described in clauses (i) through (iv) above are herein referred to as a "**Prohibited Person**"). Customer and Guarantor covenant and agree to use commercially reasonable efforts to ensure that any Applicable Party will not: (i) conduct any business, or engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person; or (ii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("**US PATRIOT ACT**"), the Bank Secrecy Act (31 U.S.C. 5311 et, seq.) as amended by the US PATRIOT ACT, or the International Emergency Economic Powers Act (50 U.S.C.A. § 1701-06). On request by Dillon Gage from time to time, Customer and Guarantor further covenant and agree to deliver promptly to Dillon Gage any such certification or other evidence as may be requested by Dillon Gage in its sole and absolute discretion, confirming that, to Customer's and Guarantor's knowledge, no violation of this Certification shall have occurred. To this end, Customer and Guarantor have furnished to Dillon Gage Customer's and Guarantor's identification information, verification and such other information and supporting documentation regarding Customer and Guarantor and each Applicable Party as Dillon Gage shall require for purposes of complying with this Certification. Customer and Guarantor acknowledge and understand that Dillon Gage may be required, and hereby authorize Dillon Gage, to obtain, verify and record information that identifies Customer and Guarantor or any other Applicable Party which information may include the names and addresses of such parties and other information that will allow Dillon Gage to identify such parties in accordance with the requirements of certain anti-terrorism laws as listed above or which may become effective after the date hereof (collectively, "**Anti-Terrorism Laws**").



# Account Application and Agreement

Please fax completed and signed forms to (972) 490-3218.

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CUSTOMER NO:

(b) Customer and Guarantor will furnish all of the funds, if any, for all trades (purchases and/or sales) between Customer and Dillon Gage and such funds will not be from sources that are described in 18 U.S.C.A. §§ 1956 and 1957 as funds or property derived from "specified unlawful activity." None of Customer nor Guarantor nor any Applicable Party, (i) is a Prohibited Person, or (ii) has violated any Anti-Terrorism Laws. No Prohibited Person holds or owns any interest of any nature whatsoever in Customer or Guarantor or any Applicable Party, as applicable, and none of the funds of Customer or Guarantor or any Applicable Party have been derived from any activity in violation of Anti-Terrorism Laws.

(c) Neither Customer nor Guarantor nor any Applicable Party is a "**foreign person**" within the meaning of § 1445(f)(3) of the U.S. Internal Revenue Code of 1986, as amended.

(d) This Certification may be executed in multiple counterparts and by electronic or facsimile signature.

**CUSTOMER:**

\_\_\_\_\_,  
a(n) \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DILLON GAGE:**

Dillon Gage Incorporated of Dallas,  
a Texas corporation  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GUARANTOR:**

\_\_\_\_\_, an individual



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**To ensure that prompt and accurate credit is applied to your Dillon Gage account, use the appropriate information below.**

**MAIL ALL PAYMENTS AND CORRESPONDENCE TO:**

**Dillon Gage Inc. of Dallas**

15301 Dallas Pkwy., Suite 200  
Addison, TX 75001

*Please put your **Customer Number** and the **Sales Order Number(s)** to be paid on your check.*

**SEND ALL BULLION ITEMS TO:**

11925 N. Stemmons Fwy., Suite 180  
Dallas, TX 75234

**SEND ALL MATERIAL FOR REFINING AND STONE REMOVAL TO:**

DGI  
11231 Gemini Lane  
Dallas, TX 75229

**WIRE INSTRUCTIONS:**

BBVA Compass  
17218 Preston Rd.  
Dallas, TX 75252  
ABA# 062-001-186  
ACCT.# 6708694841  
SWIFT Code: CPASUS44  
To Credit the Account of:

Dillon Gage  
15301 Dallas Parkway, Suite 200  
Addison, TX 75001  
Compass ACH Routing # 113010547

*Please make sure to reference your **Customer Number** and the **Sales Order Number(s)** when wiring funds.*

# Certificate of Taxpayer ID Number (Substitute W-9)

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**SOCIAL SECURITY NUMBER**

**EMPLOYER IDENTIFICATION NUMBER**

Under penalty of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and payment other than interest and dividends).

**Certificate Instructions** - You must cross out (2) above if the IRS has notified you that you are currently subject to backup withholding because of under reporting interest or dividends.

## **NON-RESIDENT ALIEN (Substitute W-8)**

Under penalty of perjury, I certify that I am not a citizen or resident of the United States; a domestic partnership or domestic corporation; nor an estate or trust (other than a foreign estate or foreign trust); and that my taxpayer identification number (if applicable) as stated above is my correct taxpayer identification number, and my permanent address is as follows:

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COUNTRY OF CITIZENSHIP \_\_\_\_\_

### **ACCOUNT TYPE DESIGNATION**

INDIVIDUAL       PARTNERSHIP       SOLE PROPRIETOR       CORPORATION\*

\*PLEASE PROVIDE CORPORATE RESOLUTION AND CERTIFICATE OF INCORPORATION

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



Please complete and return to:  
15301 Dallas Parkway, Suite 200 • Addison, TX 75001  
Fax: (972) 490-3218

# State Sales Tax Resale Certificate

|   |       |                              |
|---|-------|------------------------------|
| NAME OF PURCHASER, FIRM OR AGENCY                                 |       | PHONE (AREA CODE AND NUMBER) |
| PHYSICAL ADDRESS (NUMBER & STREET)                                |       |                              |
| CITY  | STATE | ZIP                          |
| MAILING ADDRESS (P.O. BOX OR RURAL ROUTE)                         |       |                              |
| LIMITED SALES TAX PERMIT NUMBER OR RETAILER'S REGISTRATION NUMBER |       | STATE                        |

I, the purchaser named above, claim the right to make a non-taxable purchase for resale of the taxable items described below or on the attached order or invoice:

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The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions in its present form or attached to other personal property to be sold.

I understand that if I make any use of the item other than retention, demonstration or display while holding it for sale, lease or rental, I must pay Sales Tax on the item at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a misdemeanor to give a Resale Certificate to the seller for taxable items which I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease, or rental, and that upon conviction, I may be fined not more than \$500.00 per offense.

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PURCHASER \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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**This Certificate should be furnished to the supplier. Do NOT send the completed certificate to the Comptroller of Public Accounts.**



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