

This Agreement is entered into between You and FidelityTrade Incorporated (“FidelityTrade”), and it shall govern all aspects of your Precious Metals Account (the “Account”) with FidelityTrade. This Agreement is a valid and binding agreement that is enforceable upon You in accordance with its terms, and it supersedes all prior agreements between You and FidelityTrade.

**ARTICLE I  
PRODUCTS & SERVICES**

- 1.1 **Order Types.** At your direction, and in accordance with your written or oral instructions, FidelityTrade will attempt to buy or sell for You precious metals bullion products, including, but not limited to, bullion coins and bars (collectively, “Bullion,” or individually referred to as a “Bullion Product”).
- 1.2 **Delivery Service.** If You elect to take delivery of Bullion that You purchase or hold in your Account, the delivery instructions that You provide to FidelityTrade must be in writing and signed by You, and we may require notarization. FidelityTrade reserves the right to accept delivery instructions that it otherwise deems acceptable in its sole discretion. You agree to promptly defend, hold harmless, and indemnify FidelityTrade against any and all claims, damages, costs, or legal fees, including attorneys’ fees, arising out of FidelityTrade’s good faith reliance on delivery instructions sent to FidelityTrade. FidelityTrade shall have no obligation to deliver Bullion to You unless all amounts due to FidelityTrade have been paid.
- 1.3 **Bullion Holdings.** If You elect not to take delivery of Bullion that You purchase or hold in your Account, for reason of necessity and/or convenience, then You may defer delivery of Bullion to a later date (with FidelityTrade’s consent to the deferred delivery arrangement) and select FidelityTrade’s Individual Custody Service and/or Bulk Custody Service.

**Individual Custody Service.** If You select the Individual Custody Service, specific types of bullion coins or bars will be purchased and/or credited to your Account by FidelityTrade. You acknowledge that bullion coins and bars are held according to their intrinsic metal value, and not as collectable items or rare coins. FidelityTrade maintains Bullion in fungible bulk, allocated form, without regard to its age, mintage, condition, history, art and aesthetics, or rarity. FidelityTrade shall not be responsible to identify, account for, or to report hallmarks and/or serial numbers on bullion bars, except for 100-oz gold bars, 1,000-oz silver bars, 50-oz platinum plates, and 100-oz palladium plates, which FidelityTrade will account for and report by their serial numbers. FidelityTrade is not responsible for custody or reporting of any packaging, assay certificates, or other documents that may accompany bullion coins or bars. FidelityTrade makes no warranty regarding the weight, dimensions, fineness/purity, content, authenticity, or condition of any Bullion that You place into your Account, unless the Bullion is purchased directly from FidelityTrade. You will be billed for administration fees and other fees on a semi-annual basis at the administration rates that FidelityTrade charges from time to time for the Individual Custody Service. Administration fees are calculated by summing the daily charges for the billing period. The daily charges are calculated by multiplying the total dollar value of holdings each day by the current daily rate. The total dollar value equals the number of ounces of each metal type held multiplied by the applicable daily spot metal price. The current daily rate is the annual rate divided by 365 days. The current administration rates and other fees in effect are posted on FidelityTrade’s website, [www.fidelitytrade.com](http://www.fidelitytrade.com). For an additional fee, You may request that FidelityTrade store and physically segregate your Bullion apart from the holdings of other FidelityTrade customers. FidelityTrade may, in its discretion, keep Bullion at such locations, and with such third parties, within or without the United States of America, as FidelityTrade may select. You shall not make any use or disposition of Bullion in your Account that would convert the Account into a security under state or federal law.

**Bulk Custody Service.** If You choose the Bulk Custody Service, You will have credited to your Account and own a specified amount of ounces of gold, silver, platinum and/or palladium that represent a specific, but undivided, proportionate interest in bulk, generic Bullion purchased by FidelityTrade for your benefit, and for the benefit of other FidelityTrade customers. FidelityTrade will, in its discretion, buy or sell a variety of bullion products, including coins, bars, ingots, exchange receipts and/or physical delivery contracts, to maintain sufficient liquidity of your holdings, and the holdings of other customers. We may, upon substitution, use portions of such generic bullion, and You understand that we may profit by such substitution and use, in addition to the administration fees that You are required to pay.

Upon demand, You are entitled to request and take delivery of specific bullion coins and/or bars in like quantity to the number of ounces of gold, silver, platinum or palladium credited to your Account. You may take delivery at FidelityTrade's principal office in Wilmington, Delaware or, at FidelityTrade's option, the offices of its designees. Physical metal outtakes will be subject to handling, fabrication, distribution and/or conversion fees. You will be billed for administration fees semi-annually pursuant to the administration rates and other fees for the Bulk Custody Service that are in effect from time to time. Administration fees are calculated by summing the daily charges for the billing period. The daily charges are calculated by multiplying the total dollar value of holdings each day by the current daily rate. The total dollar value equals the number of ounces of each metal type held multiplied by the applicable daily spot metal price. The current daily rate is the annual rate divided by 365 days. The current administration rates and other fees in effect are posted on FidelityTrade's website, [www.fidelitytrade.com](http://www.fidelitytrade.com). You shall not make any use or disposition of the Bullion in your Account that would convert this Account into a security under state or federal law.

## ARTICLE II TERMS OF TRADING

2.1 Verbal Instructions. You acknowledge that it is customary for Buy Orders and Sell Orders to be given verbally. You hereby authorize FidelityTrade to accept and act upon your verbal instructions, or anyone whom You authorize to act on your behalf, without inquiry, investigation, or prior notice to You. You agree to keep confidential your personal identifying information and the account number assigned to your account, and to take every precaution necessary to prevent unauthorized access to your account and/or the issuance of unauthorized or fraudulent instructions to FidelityTrade. You further agree to immediately notify FidelityTrade of any unauthorized acts or fraudulent acts taking place in your account or elsewhere, that You know about or You should know about in the exercise of ordinary care. FidelityTrade may rely conclusively on the authenticity of any verbal instructions it receives where the issuer of such instructions correctly provides your account number or any other method of identification that FidelityTrade relies upon in good faith. FidelityTrade shall not be liable to You for any losses or damages that You may suffer due to unauthorized access to your account, FidelityTrade's good faith reliance on any unauthorized or fraudulent verbal instructions that it receives, or errors or omissions arising out of such unauthorized access or verbal instructions. FidelityTrade reserves the right to refuse a Buy or Sell Order if it is prohibited by applicable law, or if FidelityTrade is otherwise unable to comply with your instructions.

2.2 Buy Orders. FidelityTrade will, if practical, buy Bullion upon your request by executing a Buy Order of Bullion for your Account.

Accumulation Plan. If You participate in FidelityTrade's Accumulation Plan, which allows for pre-arranged, automatic, and ongoing periodic purchases, your purchases shall be made on the same day(s) of each month as selected by You on your Accumulation Plan Enrollment form. Purchases will commence on the next Accumulation Plan purchase day designated on your form, and if applicable, pending approval of your bank account. If such purchase date occurs on a day other than a banking day, such purchase date shall be automatically postponed to the next banking day. If You wish to terminate the automatic Accumulation Plan, or if You do not wish to make a purchase for a particular month, FidelityTrade must receive notice at least one (1) banking day before your next scheduled purchase date. One-time purchase cancellations shall be effective only for your next scheduled purchase, and FidelityTrade will thereafter resume automatic purchases on your behalf.

Payment for Buy Orders. You must pay for any Buy Order prior to placing such order. FidelityTrade may, in its discretion, allow You to submit payment after You place a Buy Order. However, once a confirmation number has been issued to You, the price of the Buy Order will be locked in. If FidelityTrade does not receive payment within five (5) business days, it may cancel the Buy Order.

Market Loss. When You instruct FidelityTrade to place an order for your account, and FidelityTrade executes that order, a binding contract is formed between You and FidelityTrade. You will be in breach of that contract if FidelityTrade suffers a Market Loss. FidelityTrade incurs a Market Loss when your Buy Order or Sell Order is cancelled by FidelityTrade or at your direction, and the price of your Buy Order is greater than FidelityTrade's Bid Price (or, in the case of a Sell Order, FidelityTrade's Ask Price is greater than the price of your Sell Order), at the time of the cancellation. You specifically authorize FidelityTrade to charge your credit card, or apply any payment or debit to this Account or any other account

that You maintain with FidelityTrade or its affiliates, without prior notice to You, in order to recover a Market Loss that FidelityTrade incurs due to a cancellation. You agree to reimburse FidelityTrade for all costs, damages, penalties, interest, or liabilities incurred by FidelityTrade due to a Market Loss. No additional Buy Orders or Sell Orders may be made until a market loss is paid in full. Any market gain on cancellations shall become due to and the property of FidelityTrade, and You shall not be entitled to profit from such cancellations.

Payment Methods. Payments may be made by a) cash; b) bank wire; c) cashier's check; d) certified check; e) a personal check drawn on an account with sufficient available funds; f) credit card; or g) for Accumulation Plan purchases, by debiting an approved designated bank account that is active and has sufficient available funds. FidelityTrade reserves the right to limit the dollar amount or the types of transaction associated with any of the above payment methods.

For prearranged, automatic, ongoing periodic purchases associated with the FidelityTrade Accumulation Plan, You may authorize FidelityTrade to initiate debit entries to a bank account designated by You, provided that: a) the Bank in which the account is established is a member of NACHA; b) FidelityTrade receives acceptable, signed instructions and a standing authorization from You enabling FidelityTrade to initiate preauthorized recurring debit entries to such account; and c) FidelityTrade has approved the account prior to executing a Buy Order on your behalf. FidelityTrade may require ten (10) Business Days to approve your designated bank account. If a debit entry is returned unpaid, your participation in the Accumulation Plan may be suspended or revoked, and a return fee may be assessed.

#### Buy Order Settlement.

Settlement, by credit to your Account or shipment of Bullion to You, will occur upon FidelityTrade's receipt of Good Funds.

Good Funds Policy. FidelityTrade's receipt of Good Funds depends on the payment method that You select. Payment by cash or bank wire will result in settlement within two (2) banking days. Payment by credit card will result in settlement within three (3) banking days. Payment by cashier's check, certified check, or personal check will result in settlement within four (4) to ten (10) banking days, depending on the order amount, the duration of the forward collection process, and/or your bank's cooperation in verifying final settlement of the check.

- 2.3 Sell Orders. FidelityTrade will, if practical, sell Bullion pursuant to your request by executing a Sell Order of Bullion for your Account.

Sell Order Settlement. FidelityTrade will pay You for Bullion that You sell by: a) issuing You a check; b) wire transfer (wire fee may apply) pursuant to your written instructions; or c) ACH payment (ACH fee may apply) pursuant to your written instructions. Payment will be made within three (3) business days after the execution of your Sell Order, or on a certain date that shall be agreed upon verbally by both FidelityTrade and You at the time of the Sell Order. FidelityTrade reserves the right to suspend its offering of one or more of the payment methods above without further notice to You.

- 2.4 IRA Orders. FidelityTrade will, if practical, buy or sell precious metals bullion products that You deem appropriate to acquire, hold, or dispose of in an individual retirement account (IRA) that You have established with an IRS-qualified custodian (the "IRA Custodian"). You understand that FidelityTrade is not an IRA custodian. You acknowledge that FidelityTrade shall not be responsible to provide tax reporting or to verify that your acquisition, holding or disposition of a specific bullion product in an IRA complies with the Internal Revenue Code, or any applicable law or regulation.

Buy IRA Orders. When You verbally instruct FidelityTrade to purchase bullion products for an IRA ("Buy IRA Order"), You warrant to FidelityTrade that good and sufficient funds are on deposit in the IRA to satisfy your Buy IRA Order. Neither You nor anyone else on your behalf will take any action that would result in a deficit of the amount of funds available to pay for a Buy IRA Order once FidelityTrade has executed it. Execution of your Buy IRA Order shall occur when FidelityTrade verbally confirms the price and your order number. The Market Loss policy described herein applies equally to a Buy IRA Order.

Sell IRA Orders. When You verbally instruct FidelityTrade to sell bullion products held in an IRA ("Sell IRA Order"), You affirm and represent to FidelityTrade that the bullion products are held in custody by the IRA Custodian. Neither You nor anyone else on your behalf will take any action to remove bullion products from the IRA once FidelityTrade has executed the Sell IRA Order. Execution of your Buy IRA Order shall occur when FidelityTrade verbally confirms the price and your order number. The Market Loss policy described herein applies equally to a Sell IRA Order.

IRA Custodian Instructions. You agree and acknowledge that, unlike non-IRA orders, FidelityTrade must follow the IRA Custodian's exclusive instructions relating to the payment, shipment, and storage of any bullion product involved in an IRA Order. If a Buy IRA Order is executed by FidelityTrade, FidelityTrade will send You a trade confirmation that You must promptly sign and return to FidelityTrade. This trade confirmation authorizes the IRA Custodian to remit payment to FidelityTrade for the Buy IRA Order. If a Sell IRA Order is executed by FidelityTrade, FidelityTrade will send You a trade confirmation that You must promptly sign and return to FidelityTrade. This trade confirmation authorizes the IRA Custodian to ship or transfer bullion products to FidelityTrade for the Sell IRA Order.

FidelityTrade executes your Buy IRA Order or Sell IRA Order with the intent and understanding that You will promptly sign and return the trade confirmation that it sends to You. You agree and acknowledge that, if You fail and/or refuse to sign and return the trade confirmation to FidelityTrade by the end of the next business day following execution of the IRA Order, FidelityTrade shall be entitled to exercise the right to obtain payment for the IRA Order from the IRA Custodian and/or to cancel your Buy IRA Order or Sell IRA Order and recover from You any Market Loss (as defined in Section 2.2) that FidelityTrade has suffered due to the cancellation. You irrevocably authorize the IRA Custodian to pay to FidelityTrade the full amount of the IRA Order or its Market Loss, at FidelityTrade's election, with or without your permission or consent, and without providing further notice to You. You shall defend, indemnify, and hold harmless the IRA Custodian and FidelityTrade from any claims, damages, costs, or legal fees relating to acts and/or transactions taken by or between them to address your failure and/or refusal to sign and return the trade confirmation within the time specified herein. You further authorize FidelityTrade to recover its Market Loss by charging your credit card, or apply any payment or debit to this Account or any other account that You maintain with FidelityTrade or its affiliates, without prior notice to You.

Custody/Physical Possession of IRA Holdings. You understand that You are not permitted to take delivery of, to possess, or to deliver in bullion products involved in a Buy IRA Order or Sell IRA Order. Additionally, payments for Buy IRA Orders and Sell IRA Orders must be transmitted by and between FidelityTrade and the IRA Custodian. For instance, when a Buy IRA Order is executed, FidelityTrade must receive payment directly from the IRA Custodian, and, upon its receipt of good funds, FidelityTrade will deliver bullion products that You purchased for the IRA in strict accordance with the IRA Custodian's instructions. When a Sell IRA Order is executed, FidelityTrade must transmit funds directly to the IRA Custodian in exchange for the delivery to FidelityTrade of the bullion products that You sold.

2.5 Prices, Commissions & Order Execution. The price per ounce at which your Buy Order or Sell Order is executed shall be determined by FidelityTrade in accordance with industry standards. FidelityTrade will charge a commission for orders in accordance with its then-existing commission schedule. The commission that You pay is for order execution services only. You acknowledge that FidelityTrade does not offer any investment, financial, legal, or tax advice, nor charge for it under this Agreement. For settlement of Buy or Sell Orders, FidelityTrade may: a) use the services of other bullion dealers, b) match one or more customer Buy Orders with one or more customer Sell Orders, or c) use its own inventory. You understand that FidelityTrade may profit from the bid-ask price differential and/or a markup, and You agree that FidelityTrade is not liable to account to You for such profits.

2.6 Confirmation & Statements. FidelityTrade will send You written confirmation of each Buy Order or Sell Order executed for the Account. Upon receipt, You should promptly and carefully examine the confirmation. If You believe there is an error in the confirmation, You must notify FidelityTrade, in writing, within five (5) business days of receiving the confirmation. Unless FidelityTrade receives written notification within that time, FidelityTrade is entitled to rely on the confirmation as being correct, and you will waive any right to contest the accuracy of the confirmation. You will also receive periodic statements of your Account activity and bullion holdings. Upon receipt, You should promptly and carefully examine the statement. If You believe that there is an error in the confirmation, You must notify FidelityTrade, in writing, within ten (10) business days of the statement date. Unless FidelityTrade receives written notification within that time, FidelityTrade is entitled to rely on the confirmation as being true and correct, and You will waive any right to contest the accuracy of the confirmation.

**ARTICLE III  
GENERAL TERMS & CONDITIONS**

- 3.1 Insurance. FidelityTrade and its sub-custodians maintain insurance to protect against loss of and/or damage to Bullion coins or bars.
- 3.2 Account Payment. You must pay any amounts due to FidelityTrade in a timely manner. You will be considered to be in default under this Agreement if You fail to pay administration fees within forty-five (45) days of the date that they are due. You agree that, upon default, FidelityTrade may assess to this Account semi-annual late fees of \$15.00 or 1.5% of any overdue amount, whichever is greater.
- 3.3 Security Interest. You hereby grant FidelityTrade a security interest in Bullion in your Account, and in all proceeds and profits derived therefrom, to secure any debt that You owe. You agree to execute such documents that FidelityTrade may require to perfect FidelityTrade's security interest, and to grant FidelityTrade a limited power of attorney to sign such documents on your behalf.
- 3.4 Right of Set-off. You agree that FidelityTrade shall have a right of set-off against this Account or any account held with a FidelityTrade or its affiliates, at any time and without notice to you. FidelityTrade shall be deemed to have exercised such right of set-off immediately at the time of your default. In exercising its right of set-off, FidelityTrade may convert Bullion to U.S. Dollars or U.S. Dollars to Bullion at FidelityTrade's market price at the time of set-off. You agree that FidelityTrade may, at its discretion, hold Bullion in the Account as security, or sell Bullion in your Account to apply against any amounts that You may owe FidelityTrade or any FidelityTrade affiliate. If FidelityTrade elects to exercise its right of set-off against this Account or any account held by a FidelityTrade or its affiliates. You agree to release and indemnify FidelityTrade and its affiliates from liability regarding FidelityTrade's assertion of its right of set-off.
- 3.5 Remedies. You agree and acknowledge that if, upon due demand, You fail to pay an account indebtedness, FidelityTrade may liquidate assets in your Account and apply the proceeds to satisfy the outstanding amount You owe and/or apply any payment or debit in this Account or other accounts You have with FidelityTrade or its affiliates and/or close your Account. If FidelityTrade is caused to liquidate assets, it may, in its discretion, liquidate assets at any time and in any order or sequence, without providing notice to You, and You agree that FidelityTrade or its affiliates shall not be responsible for any losses or claims You may incur as a result of the liquidation. You will be liable to pay for any and all costs and expenses incurred by FidelityTrade or its affiliates in liquidating assets to satisfy your indebtedness, and in enforcing and collecting any Indebtedness that You owe, including, without limitation, any legal fees or costs, or attorneys' fees. If your assets are insufficient to satisfy any indebtedness that You owe, FidelityTrade reserves the right to collect such excess amounts from You, and to assess late fees of \$15.00 or 1.5% of any excess amount, whichever is greater, until the excess amount is satisfied. The remedies that are available to FidelityTrade, as provided herein, or available at law or in equity, shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of FidelityTrade, without any limitation on the frequency of granting similar or different relief.
- 3.6 Unclaimed Property: FidelityTrade shall consider your Account to be inactive if one (1) year has elapsed without any trading activity, payment, or communications from or by You. If an account remains inactive for the number of years specified by applicable state law, and we have no record of communications from or by You, we will be required by law to surrender the assets in your Account to the relevant jurisdiction. Prior to surrendering the assets, we will liquidate all Bullion Products in the Account and charge You a commission for liquidation. To reduce the likelihood of these events occurring, You must promptly notify FidelityTrade, in writing, of a change of address. It is recommended that You periodically communicate with FidelityTrade regarding the Account. If your funds are surrendered to a state, You may be able to reclaim them, but your claim must be presented to the state. Once funds are surrendered to a state, FidelityTrade is no longer responsible for assets that were held in the Account. You agree to hold FidelityTrade harmless against any claims or actions arising out of FidelityTrade's compliance with unclaimed property laws.
- 3.7 Force Majeure. FidelityTrade shall not be liable to You for any losses that You incur due to an inability to carry out instructions or otherwise perform its duties under this Agreement due to circumstances beyond FidelityTrade's control, including the failure of third-party electronic or mechanical equipment or telecommunication lines, government

actions, judicial orders, earthquake, flood, severe and/or extraordinary weather conditions, natural disasters, acts of God, fire, acts of war (whether an actual declaration of war is made or not), terrorism, insurrections, riots, strikes, labor disputes, suspensions of trading and/or materially adverse exchange or commission directives or rulings, unusual market behavior or activity, or any other event or circumstance beyond FidelityTrade's control.

- 3.8 Assignment Prohibited. Neither your Account nor the Bullion it contains may be pledged, hypothecated or assigned by You without the prior written consent of FidelityTrade. The confirmations and statements that You receive from FidelityTrade are intended to be used for your own informational purposes only.
- 3.9 Amendment and Termination. The terms or provisions of this Agreement may be amended upon FidelityTrade's written notice to You of such amendment. Your consent to the Amendment shall be deemed to be given if You fail to object within 30 calendar days from the date the notice was sent to You. The amendment will not apply to orders accepted prior to the date of the amendment. FidelityTrade will post the current version of this Agreement on its website, [www.fidelitytrade.com](http://www.fidelitytrade.com). You or FidelityTrade may terminate this agreement at any time upon ten (10) days written notice. Upon termination, You shall arrange (unless otherwise mutually agreed) to sell or accept delivery of Bullion, if any, from your Account at your expense. Sections 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.10, 3.12, 3.14, 3.17, and Article IV shall survive the termination of this Agreement.
- 3.10 Waiver. Neither FidelityTrade's failure to insist upon strict compliance with the terms of this agreement, nor any continued course of such conduct on its part, shall constitute or be considered a waiver by FidelityTrade of any of its rights or privileges hereunder. No term or provision of this agreement can be deemed to be waived, altered, modified or amended unless it is specifically agreed to in writing by a duly authorized officer of FidelityTrade.
- 3.11 Severability. If any provision or part of this Agreement becomes invalid by law, regulation or proceeding or is found to be otherwise unenforceable, all other provisions shall remain in full force and effect. This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated herein.
- 3.12 Subpoenas. In the event that FidelityTrade receives a subpoena, warrant, or order of any court of the United States of America or a state relating to the Account, FidelityTrade may comply with the subpoena or order without notice to You, even if the party issuing the subpoena, warrant, or order has no jurisdiction over FidelityTrade, You, or the Account.
- 3.13 Joint Account. If this is a joint Account, You hereby declare that You are joint owners of Bullion or funds in the Account that You have opened in both of your names. You declare that such deposits are your joint property, to be held for You as joint tenants with rights of survivorship, and not as tenants in common. Each of You shall have full and unlimited power, either before or after the death of the other, to make withdrawals from the Account. Any notice provided to one joint owner shall be deemed to be adequate notice to the other joint owner. FidelityTrade reserves the right to disregard the powers of an agent authorized to act on behalf of one joint tenant, in the absence of consent or permission from the other joint tenant (in a form that FidelityTrade deems satisfactory). FidelityTrade will continue to follow the instructions of an authorized agent of a joint owner unless and until FidelityTrade receives a written notice of cancellation signed by one or both joint owners, in FidelityTrade's sole discretion. Upon the death of either joint tenant, You each declare that the balance then remaining in such Account shall be the absolute property of the survivor, and that FidelityTrade is authorized and directed to deal with the survivor as the sole and absolute owner of the Account and assets held in the Account. This section applies to all Bullion or funds in the Account and to the proceeds of any Sell Order, regardless of whether or not a check or draft bears the endorsement of either or both of You. You hereby jointly and severally, for yourself and each of your heirs, executors, administrators and assigns, agree to indemnify and save FidelityTrade harmless from any and all liability, loss or damage by reason of FidelityTrade's delivery to the survivor of Bullion or payment of the balance of funds remaining in the Account at the time of the death of a joint tenant.
- 3.14 Reporting. You acknowledge that federal or state law may require FidelityTrade to report transactions hereunder to federal or state governments, and You consent to the submission of any such reports. You agree to provide FidelityTrade appropriate identifying information, including a correct tax identification number to allow FidelityTrade to comply with all reporting requirements.
- 3.15 Customer Address. Any notice or bill from FidelityTrade may be given by mailing it to You at your address in FidelityTrade's records, and it shall be deemed to have been received by You on the fifth (5th) Business Day following the day of the mailing. You agree to promptly notify FidelityTrade in writing if You change your mailing address.

- 3.16 Warranty and Indemnification. You warrant that all representations made to FidelityTrade pursuant to this Agreement are true to the best of your knowledge, and that your performance hereunder will comply with all applicable laws. You agree to promptly defend, indemnify, and hold FidelityTrade harmless against any and all liability, loss or damage (including reasonable attorneys' fees) arising out of your breach of such warranty, or any willful or negligent act or omission by You in connection with your Account.
- 3.17 Telephone Recording. FidelityTrade reserves the right to record any telephone conversations with you or Your designated representative(s) without the use of a warning tone or any further notice. Such recordings will be the exclusively property of FidelityTrade and shall be accepted as evidence of instructions given should there be a dispute or disagreement regarding any such instructions or other matters. FidelityTrade reserves the right, at its sole discretion, to store a recording; however, FidelityTrade has no legal duty or obligation to store or otherwise preserve a recording.
- 3.18 E-Communications. By providing Your email address to FidelityTrade, You duly authorize and instruct FidelityTrade to: (a) honor and act on any notice or instruction that FidelityTrade receives from that email address; and (b) send to You statements listing assets and transactions, trade confirmations listing transactions and/or account correspondence via email to the email address You have provided (collectively referred to as "E-Communications"). You understand that email and internet services are not secure mediums of communication. You acknowledge that E-Communications may be viewed by anyone who obtains access to Your email account. In consideration of being granted the convenience of E-Communications, You represent to FidelityTrade that You will act with due diligence to prevent unauthorized access to and use of Your email account. If You know or suspect that your email address, password, and/or email account has or have been compromised, You must immediately notify FidelityTrade and make a request to change the email address on file and to suspend all E-Communications from and to your current email address. You must notify FidelityTrade in writing to terminate any authorization You have given to FidelityTrade under this paragraph, and such termination will be deemed effective five calendar days' after FidelityTrade's receipt of same. Emails on rare occasions may fail to transmit properly. You agree that any account communications sent to You via email will be deemed delivered to You regardless of whether You receive or access the account communication. FidelityTrade makes no warranty of any kind, express or implied, regarding any electronic services provided under this agreement. FidelityTrade specifically disclaims a warranty of any kind that such electronic services will be uninterrupted or error-free.
- 3.19 Scope of Products and Services. You understand that neither FidelityTrade nor its affiliates execute or settle orders for securities, options, commodities futures contracts, or any type of investment that is bought or sold on national or foreign exchanges, markets or clearing houses. FidelityTrade and its affiliates do not offer or enter into, execute or settle leveraged, margined, or financed transactions. Except for the special rules applicable to IRA Orders, FidelityTrade executes all orders as spot transactions for immediate delivery to You, or as spot forward transactions, where delivery is deferred at your direction and upon instructions that FidelityTrade receives from You.
- 3.20 Disclaimer. You understand that FidelityTrade provides no financial, legal, tax, or investment advice for your account. Nor does FidelityTrade give advice or offer any opinion regarding the suitability of your investments. You agree to rely on your own judgment (assisted by independent third parties, in your discretion) for all investment decisions, and FidelityTrade shall not be responsible your investment decisions. You also agree to monitor your positions closely to make your own decisions for this Account. This Agreement, and FidelityTrade's performance of its duties hereunder, shall not be deemed to create a fiduciary or agency relationship between You and FidelityTrade. You acknowledge that FidelityTrade does not have actual or constructive knowledge of any special circumstances that are unique to You, such that FidelityTrade shall not be liable to You for special, consequential, or indirect loss or damages that You may suffer, including, but not limited to, lost profits of any kind. You understand that the fees charged by FidelityTrade for its services hereunder reflect its risk allocation including, but not limited to, the limitations of FidelityTrade's liability under this Agreement. You recognize and acknowledge that bullion markets are volatile, and there is the possibility that a loss will be incurred from an investment in Bullion. An investment in Bullion provides no interest. Bullion prices must rise during the period that Bullion is held in order to provide a return equal to that of income producing assets. An investment in Bullion is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency.

If You purchase Bullion directly from FidelityTrade and request physical delivery of the Bullion, You acknowledge that,

once the Bullion is out of FideliTrade's possession, the weight, fineness, authenticity, integrity, purity, content, or condition of the Bullion can no longer be verified by FideliTrade or its designated depositories. Within FideliTrade's sole discretion, FideliTrade may require Bullion in your personal possession to be physically present at the time that You wish to sell it to FideliTrade. This may involve a time-consuming delivery process through the postal service, or some other commercial shipper, during which time the Bullion value may change due to market fluctuations. If You take personal delivery of Bullion, or had it delivered to, or held by a third party, FideliTrade or its depositories may require that Bullion be assayed and/or refined by a qualified party to insure its authenticity, before agreeing either to purchase it or accept it for deposit, and FideliTrade reserves the right to reject such Bullion. If an assay or refinement is required, it normally will be performed at your expense and may delay completion of the desired sale or deposit. Under these circumstances, You may assume additional price risk, as the market value of the Bullion could change appreciably while the assay or refinement process is being performed. All out-shipments of Bullion are subject to FOB Origin terms and at your own risk and expense. Subject to availability, FideliTrade reserves the right to deliver to You a Bullion Product of equal or higher value in exchange for Bullion of the same commodity.

#### **ARTICLE IV ARBITRATION**

**IMPORTANT NOTICE: READ THIS PROVISION CAREFULLY AS IT LIMITS THE RIGHTS THAT YOU MAY HAVE TO LITIGATE DISPUTES IN A COURT OR BEFORE A JURY, OR TO ACT OR PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH A CLAIM OR DISPUTE.**

- 4.1 Arbitration. All disputes, claims, or controversies arising out of or relating to this Agreement, or to the breach, termination, enforcement, interpretation, validity, or enforceability of any part of this Agreement, regardless of whether recovery is sought on a contract, warranty, tort, statutory, regulatory, or any other legal or equitable basis, shall be submitted to final and binding arbitration before American Arbitration Association (AAA), or their successors, in Wilmington, Delaware. This agreement to arbitrate extends to all officers, directors, employees, representatives, agents and affiliates of FideliTrade. The Federal Arbitration Act shall govern the application of this agreement to arbitrate. Notwithstanding the foregoing, either party has the right to immediately bring a proceeding seeking preliminary injunctive relief in a court of competent jurisdiction
- 4.2 Initiation of Arbitration. Any party may begin the arbitration process by filing a written demand for arbitration with AAA, with a copy to the other parties. The place of arbitration shall be Wilmington, Delaware, and the terms of this Agreement shall be governed by Delaware law, notwithstanding that certain acts or transactions may occur outside Wilmington, Delaware. You may obtain the arbitration rules or learn how to file a Claim by contacting:
- American Arbitration Association  
1633 Broadway, 10th Floor  
New York, NY 10019  
(800) 778-7879  
[www.adr.org](http://www.adr.org)
- 4.3 Selection of Arbitrators. A single arbitrator will be selected to adjudicate a dispute, in accordance with AAA's rules.
- 4.4 Arbitration Costs. You agree and acknowledge that You will be responsible to pay for half of the arbitration fees and costs charged by AAA relating to the arbitration submitted to it by either party, except that You shall be entitled to petition the arbitrator to attribute all or a portion of your share of administrative and arbitrator costs to FideliTrade if You satisfactorily demonstrate to the arbitrator that your financial means are insufficient to pay such costs. However, each party shall remain responsible for its own attorneys' fees.
- 4.5 Limited Discovery. The ability to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in a court of law.
- 4.5 Entering Judgment. The arbitration shall be final, conclusive, and binding on the parties and the award of the arbitrator shall be enforceable in any court of competent jurisdiction.

- 4.6 Class and Representative Actions. You agree and acknowledge that all claims must be brought only in your individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Neither You nor FidelityTrade will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.
- 4.8 Waiver of Litigation Rights and Jury Trial. By signing this Agreement, You acknowledge that You are giving up any right You have to bring claims, controversies, or disputes in a court of law, or have them decided by a judge or jury.
- 4.9 Voluntary Agreement; Revocation. This agreement to arbitrate is voluntary. This agreement to arbitrate may be revoked by You if You provide written notice to FidelityTrade within 60 days of signing this agreement.
- 4.10 Severability. If any of the provisions of Article IV herein are found to be unenforceable as to all or some parts of a dispute, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration.