



ADVANTAGE GOLD LLC CLIENT AND SHIPPING AGREEMENT

Client Name: Email:
Address: City, State, Zip:
Primary Phone: Secondary Phone:

Permission for Phone Calls: Client authorizes Advantage Gold, LLC (Advantage) to make telephone contact at any of the number(s) provided to Advantage, regardless of whether or not the telephone number(s) appears on the "NATIONAL DO NOT CALL REGISTRY". Unless otherwise provided in Section 13(ii) below, Client and Advantage each agrees that the terms of this Agreement shall govern all transactions (including possible future transactions) between the parties hereto that involve Precious Metals.

RISK DISCLOSURE, DISCLAIMERS

1. Client Assumes Investment Risk; Investment Decisions; Account Executives; Related Matters. Client acknowledges that purchases and sales of "Precious Metals", as used in this Agreement means any precious metal, in any form, that is the subject of a transaction between Advantage and Client, and shall include, but is not limited to, bullion bars and coins, semi-Numismatic coins and bars, and Numismatic coins and bars, involve considerable risk. Market prices can be volatile and may be affected by a variety of factors including, but not limited to, general economic conditions, political events, monetary policies of various countries, fluctuations in production and demand, stock-piles, speculative activity and the degree of concern people have about these matters. It is impossible to forecast accurately how these or other factors will affect prices. Client acknowledges and agrees that Client assumes the risk of all investment decisions regarding any and all Precious Metals the Client purchases from or sells to Advantage and Advantage makes no guarantee or representation regarding Client's ability to profit (or avoid loss) from any purchase or any representation regarding any tax implications of any purchase and the decision to purchase or sell Precious Metals. Any purchases from Advantage are made subject to Client's own prudence, judgment and ultimate decision. Client expressly acknowledges and agrees to hold Advantage harmless for any damages arising out of the performance by Advantage of this Agreement. Client understands that past performance is not necessarily indicative of future results. Advantage does not provide tax, investment, or legal advice or advisory services, and no one associated with Advantage is authorized to provide any such advice or services. Any written or oral statements by Advantage, its officers, agents, account executives, or other representatives relating to future events or the attributes of certain Precious Metals are opinions only. Such statements, if any, are not representations of fact. Client also acknowledges that the spot prices of precious metals do not necessarily move in tandem with the products the Client purchases. That means that the spot price and the liquidation value of the Precious Metals purchased by the Client under this Agreement may perform differently from one another. Further, Advantage's account executives are not licensed brokers and their knowledge of Precious Metals and the Precious Metals marketplace may vary significantly, and such account executives' earnings are based on the amount of sales they generate.

PURCHASE AND SALE PROCEDURES

2. Payment for Items Purchased. Within one (1) business day of Client's placement of any order with Advantage for Precious Metals, Client must deliver funds ("Purchase Funds") adequate to cover all such items purchased. Purchase Funds may be delivered to Advantage by wire transfer, personal check or cashiers' check. All payments should be made payable to Advantage Gold LLC. If Client fails to provide the Purchase Funds within three (3) business days of Client's placement of the order, Advantage may exercise the rights set forth in Section 3 below. Please note that all sales under this Agreement are final, which means that any purchased items cannot be exchanged or returned for a refund except to the limited extent permitted under Advantage's Refund Policy set forth in Section 11 below. The term "Business Day" shall mean a day other than a Saturday or Sunday or a day on which banks in the State of California are authorized or required by law to close.

3. Delivery of Items Purchased; Lost or Undelivered Orders. Advantage shall deliver the Precious Metals specified in, and purchased by, Client's order to a suitable delivery service for delivery to Client after Advantage verifies that the Purchase Funds provided have been processed and cleared. For payments by personal check, it may take up to ten (10) business days to so verify that the Purchase Funds have cleared. Unless otherwise specified in writing at the time of Client's order, Advantage shall cause all items of Precious Metals so purchased and paid for to be delivered to Client's address as set forth in this agreement. Advantage alone shall determine the appropriate means of delivery to Client of items purchased, but Advantage shall only use reputable, nationally recognized delivery services to deliver the items. If any items ordered by Client are lost prior to delivery or not received by Client, then Client must immediately notify Advantage, in writing. Notice of any lost or non-delivered items must be sent to: Advantage Gold LLC, Attention: Client Services, 12100 Wilshire Blvd. Suite #1450, Los Angeles, CA 90025. If Advantage verifies through its delivery service that Client's items were lost prior to delivery or never delivered, Advantage shall, within sixty (60) days of such verification, in its sole discretion, either refund to Client the full purchase price for such lost or undelivered items or replace those items with other Precious Metals of the same denomination/type and grade. Advantage assumes no responsibility for any order of Precious Metals that are lost after delivery to Client. Advantage assumes no risk of loss for any Precious Metal sold by a Client to Advantage until such items are delivered to, and accepted by, an authorized representative of Advantage.

4. Client's Failure to Perform and IRA Processing Fee. If Client refuses to accept delivery of Precious Metals ordered or fails to make payment when due as provided in this Agreement, Advantage in its sole discretion may cancel the transaction and resell such Precious Metals on a wholesale basis. If the proceeds from such resale are less than the purchase price Client agreed to pay under this Agreement, Advantage shall be entitled to recover from Client the difference between the resale price and such purchase price, plus any incidental damages arising from or due to such breach by Client. If the proceeds from such resale exceed the purchase price, Advantage shall be entitled to keep the excess amount as liquidated damages given that the amount of actual damages under such circumstances would be too speculative to calculate. Advantage will charge a Gold IRA Rollover processing fee if Client either cancels or does not place the metals order with Advantage after the account is established. The fee is \$250 or 0.50% of transferred funds, whichever is greater. This fee is to cover costs of services rendered and will be deducted from the funds received from the custodian on Client's behalf.

5. Tax advice and investments by IRAs. Advantage makes no representations regarding the tax consequences of holding Precious Metals as an investment in an Individual Retirement Account ("IRA"). Advantage does not give tax advice, and will not advise as to the consequences of purchasing and selling precious metals or investing in IRAs. Client expressly acknowledges that Client has been advised to seek independent tax advice, from a qualified professional, regarding the tax consequences of such an investment. Further, please note that holding Precious Metals as an investment in an IRA will result in additional fees charged by third parties, not Advantage, such as depository and custodial fees that would be charged directly to the Client by such third parties. In addition, there are no written requirements or proven methods in regards to how much or what percentage of Client's retirement assets should be invested in precious metals. Client can basically transfer or rollover any portion of his/her existing IRA or former 401(K) into a Precious Metals IRA pertaining to Client's financial needs. You should consult your tax advisor with any questions regarding the tax consequences of any purchase, sale, or investment.

6. Purchase Price:

(i) Precious Metals Sales. The selling price of the Precious Metals in a transaction will include Advantage's mark up on the transaction. The mark up is the difference between Advantage's approximate acquiring cost of the Precious Metals and the price Client pays. The mark up may be subject to negotiation and may be more or less than the mark up offered to others in similar transactions on the same day or other trading days, or charged to the Client in prior or future transactions. Advantage's mark up as quoted to the Client for most common bullion products (American Eagle, Canadian Maple Leaf, bars, etc...) is typically between two percent (2%) and seven percent (7%) for cash and IRA purchases. This may vary by the quantity, availability and the market timing in a transaction of the precious metals. Mark ups on coins with premium, semi-numismatic or numismatic value and rare coins (Saint Gaudens, Morgan Dollars, Proof coins, and all other graded coins etc...) is between four percent (4%) and twenty-three percent (23%)a. The mark up for certified Numismatic Guarantee Corporation of America (ANACS) and Professional Coin Grading Service, Inc. (PCGS) coins is typically between two percent (2%) and six percent (6%) over the PCGS or NGC published price guide price on the day of the transaction. Please refer to ANACS and PCGS for further information on prices and coin valuations and note that their websites may not always be updated in real time. The pricing also varies depending on the type, rarity and quality of the item. Please note that spreads on proof and premium coins move up and down based on the spot price of the metals as well as the wholesale mark ups for the particular items. The mark ups listed above are approximate numbers, and represent a general range of a typical transaction. The actual mark up on any particular transaction will vary within and in some cases outside this range. It is Client's responsibility to verify the operating margin with their account executives before their orders are placed. Client will agree to and authorize all purchases verbally and/or in writing. Authorizations include but are not limited to, item, sale price and quantity. The approximate cost and the buyback price for a product may be different from each other depending on market conditions and Advantage's inventory. A shipping and insurance fee will be charged for each order shipped. Client acknowledges and agrees to pay the shipping fee with the understanding that the shipping charge may be charged even when metals are internally transferred within the depository. It is impossible for Advantage to guarantee the availability of a particular item for an internal transfer and thus a shipping charge will be assigned regardless of whether the actual metal is shipped via a shipping service or transferred internally to the client's individual allocated account.

(ii) Client Quotes. You may request that Advantage provide a quote on your Precious Metals holdings at any time. If you request such a quote, please specify whether you are looking to purchase additional Precious Metals or sell your existing holdings – as Advantage's "bid" (buy from a client) and "ask" (sell to a client) quotes will vary. Advantage bases its quotes on a variety of factors, which are not necessarily tied or related to the prices quoted by, or factors considered by, its competitors.

(iii) Classification of Precious Metals. Whether or not a Precious Metal item is classified by Advantage as Bullion, premium semi-Numismatic or Numismatic may depend upon a number of factors, objective and subjective, that may include the age of the Precious Metal item, its condition, its rarity and the possibility of additional copies being minted or discovered, the "notoriety" of the item in light of historical events or prior owners, its country of origin, and various other factors that Advantage believes may be relevant. The Client acknowledges that Advantage's classification of Precious Metals is only an opinion and may change over time (e.g. if additional quantities of the item are discovered). In addition, in light of the inherent subjective nature of this classification process, other dealers or investors may classify the same Precious Metal item differently. Advantage's prices and spreads (as previously described) are based on its classification determination.

(iv) Exchanges. Trading or exchanging one product for another will result in Client paying the mark up on the new product and will typically result in an immediate loss in value based on the bid/ask spread on the purchase and buy back. Advantage may facilitate a Client's trade from one product to another but in such situations; Client should educate himself about all consequences of such transactions, which are subject to this Agreement.

7. Grading of Precious Metals. Advantage may purchase Precious Metals for resale to its clients. Advantage will rely upon the opinions of independent grading services such as Numismatic Guaranty Corporation of America, ANACS and/or the Professional Coin Grading Service, Inc. Advantage does not guarantee that the coins it sells will achieve the same grades from any independent grading service in the future, especially since grading is a subjective process and it is not uncommon for grading services, or individual examiners within the same grading service, to reach different conclusions regarding the appropriate grade for a particular Precious Metal item, and grading standards can evolve over time.

LIMITATION OF WARRANTIES

8. Repurchases Not Guaranteed. Advantage is prohibited under the law from guaranteeing to repurchase Precious Metals that Advantage sells, and Advantage does not guarantee that it will repurchase any Precious Metal item that Client may purchase. Please note, however, that Advantage has never refused the opportunity to repurchase Precious Metal items that a client purchased from Advantage. If you wish to sell your Precious Metals in the future, we encourage you to first offer them to Advantage. It is our current practice, which is subject to change at our sole discretion, to offer to repurchase all Precious Metals that we commonly sell. The typical repurchase price for a bullion item will be around the current spot value of the metal but may be up to 1.5% ABOVE the spot price for Gold American Eagles and never below the current spot value for the underlying metal. For numismatic and premium items the repurchase price will solely depend on the wholesale market of the particular item and may be more or less than the current appraised value from ANACS or PCGS. Premium item buy back spreads can range anywhere from the spot value of the metal to 20% ABOVE the spot price for certain premium coins. Further, our repurchase offer may be raised or lowered on a daily, even hourly or more frequent basis, depending upon various market conditions, inventory needs, and the price and availability of comparable Precious Metals. Advantage does not guarantee that any repurchase offer we may make will equal the price that Advantage would pay to acquire the same denomination/type and grade of Precious Metal from a wholesaler or other seller, or that any offer made will be higher or equal to what another buyer might offer for the same Precious Metals.

9. Advantage's Limited Representation/Warranty. Advantage represents and warrants that, upon the delivery of Purchase Funds as provided herein and subject to the other terms and restrictions set forth in this Agreement, Advantage will cause to be delivered to Client the denomination/type and grade of Precious Metals specified in Client's order, as classified and/or graded by one of the following independent grading services listed in Paragraph 7 above, or any other independent grading service of similar standing. This is the only representation and warranty that Advantage provides and that Client may rely upon purchasing Precious Metals from or selling Precious Metals to Advantage. Neither Advantage, nor any of its officers, agents, employees, account executives, or other representatives is authorized to make any other representations or warranties concerning any Precious Metals that Advantage is selling or purchasing under this Agreement.

10. Advantage's Refund Policy.

ALL SALES ARE FINAL. REFUNDS WILL NOT BE ISSUED UNDER ANY CIRCUMSTANCES EXCEPT AS PROVIDED FOR IN THIS AGREEMENT OR WHERE EXPRESSLY GUARANTEED BY INDIVIDUAL STATE LAW IN ACCORDANCE WITH SUCH PROVISIONS.

i. Semi-Numismatic or Numismatic Coins or Bars. Client agrees to carefully inspect each delivery of Precious Metal items Client orders from Advantage. If Client is dissatisfied with the quality of a semi-Numismatic or Numismatic coin or bar purchased from Advantage for any reason, Client must immediately notify Advantage in writing of such dissatisfaction. If Client notifies Advantage in writing of its dissatisfaction and returns the semi-Numismatic or Numismatic coin or bar in question within fifteen (15) days of delivery of the item, and further, provided, that the returned semi-Numismatic or Numismatic coin or bar has not been removed from its original holder and is returned to Advantage in the same condition as when it was shipped by Advantage, then under those circumstances, Advantage shall, in its sole discretion, either (a) replace item in question with any other semi-Numismatic or Numismatic coin or bar of equal or greater value or (b) return Client's Purchase Funds and void that particular transaction. If a transaction is voided, the client will be charged a 3.5% restocking fee for restocking, insurance and handling.

ii. Counterfeit Coins. Advantage shall not be obliged to accept returns of any coins it has sold hereunder for refund other than counterfeit coins that are returned to Advantage in their original holders within six months of purchase. Please note that in the case of counterfeit coins, Advantage's liability to Client shall be limited to, in Advantage's sole discretion, either the (a) replacement of the coins or (b) return of Client's Purchase Funds and voiding of that particular transaction. In the case of a counterfeit coin being returned and the transaction being voided Advantage can, at its sole discretion waive the 3.5% restocking fee. Please further note that Advantage hereby expressly disclaims any further liability to Client, including any liability for special or consequential damages or lost profits as a result of the purchase of the counterfeit coin from Advantage. Moreover, Advantage will not be liable in any event for a replacement or refund of the Client's Purchase Funds for any counterfeit coins purchased by Client if more than six months have passed since the date of the original purchase regardless of when Client became aware of the possible claim.

iii. Bullion. All bullion transactions are final unless the purchased bullion item is proven to be false by a competent authority accepted as such by both Advantage and Client.

11. Disclaimer of Express and Implied Warranties. EXCEPT AS SET FORTH IN SECTION 10, THE PRECIOUS METALS SOLD BY ADVANTAGE PURSUANT TO THIS AGREEMENT ARE SOLD ON AN "AS IS" BASIS AND ADVANTAGE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OR FITNESS FOR A PARTICULAR PURPOSE.

12. No Liability for Consequential Damages: Limitation of Liability. ADVANTAGE SHALL NOT IN ANY EVENT HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN TORT, CONTRACT, WARRANTY, OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, OR STRICT LIABILITY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUSTAINED OR ARISING FROM OR RELATED TO ANY TRANSACTION COVERED BY THIS AGREEMENT, EVEN IF ADVANTAGE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, ADVANTAGE'S LIABILITY TO CLIENT FOR ANY REASON AND UPON ANY CLAIMS SHALL AT ALL TIMES BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT FOR THE PRECIOUS METALS IN DISPUTE.

OTHER TERMS AND CONDITIONS

13. Miscellaneous.

i. Governing Law; Jurisdiction and Venue. This Agreement shall be governed in all respects by the laws of the State of Illinois. Client acknowledges that Advantage has its principal place of business in Illinois and Client acknowledges and agrees that Client is transacting business in the State of Illinois. Jurisdiction and venue for any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, or any other interaction between Advantage and Client, shall be brought in a court of competent jurisdiction located in Chicago, Illinois, and any party making a claim against Advantage in whatever form hereby submits to a personal jurisdiction in that forum for any and all purposes. Further, Client waives his right to trial by jury.

ii. Entire Agreement; Amendments by Advantage. This Agreement and the Terms and Conditions and Privacy Policy referenced below constitute the entire agreement and understanding between Advantage and Client with respect to the matters set forth herein, and supersedes and replaces any prior or contemporaneous agreements and understandings, whether oral or written, between and among them with respect to such matters. Client shall not rely upon any statement made by or on behalf of Advantage that is inconsistent with this Agreement. The provisions of this Agreement may be amended, modified, or waived only as provided for herein. A written waiver provided pursuant to this section shall be effective only in the specific instances and for the specific purpose for which it is given. No failure or delay on the part of Advantage in the exercise of any right, power, or privilege hereunder shall operate as a waiver of any such right, power, or privilege or shall any such failure or delay preclude any other or further exercise thereof. Client hereby further agrees that Advantage may amend this Agreement at any time, and from time to time; that Advantage may give notice to Client of any amendment by mailing as provided in Section 13(iii) a copy of the amended Agreement, and that following such mailing, this Agreement as so amended shall govern any succeeding transactions between Client and Advantage.

iii. Notices. Any notice required or permitted to be given by this Agreement shall be deemed to be given when personally delivered to the recipient thereof, when mailed by certified first class mail, return receipt requested, postage prepaid, or delivered by Federal Express or other reputable delivery service (e.g., UPS., etc.) to the appropriate recipient thereof, at the recipient's respective address set forth in this Agreement, or at any other address which a party may hereafter designate by written notice to the other party.

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

v. Waiver of Right to Bring Class or Representative Action. Client and Advantage agree that the parties may only bring actions against the other only in his, her or its individual capacity, and not as a plaintiff or class member of any purported class or representative proceeding.

vi. Force Majeure. Advantage shall not be liable for any loss caused directly or indirectly by any exchange or market ruling, government restriction, any "force majeure" event (e.g. Acts of God, fire, war, terrorism, earthquake, flood, embargo, sabotage, explosion, bank failure, insurrections or civil commotions, riots, general internet or wireless communication or power failure, failure and/or error in or of Advantage's internal computer systems, labor shortage or dispute, or governmental act), or any other cause beyond the reasonable control of Advantage.

vii. Descriptive Headings. The headings used in this Agreements are descriptive only and for the convenience of identifying the provisions hereof, and are not determinative of the meaning or effect of any of the provisions of this Agreement.

viii. Counterparts. This Agreement may be executed in counterparts, and each counterpart of this Agreement executed by one or more of the parties hereto shall be deemed an original of this Agreement, and it shall not be necessary in proving this Agreement to produce or account for more than one such counterpart.

This Agreement and any agreements appended hereto or executed in connection with this Agreement may be signed and transmitted by facsimile or electronically, and any copy with a facsimile or electronic signature will be deemed a valid signature hereto or thereto and shall be deemed binding on the parties as if it were an original signature.

ix. No Construction Against Draftsman. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement or any portion thereof to be drafted.

x. Terminology. As used in this Agreement: (a) words of any gender shall mean and include as necessary corresponding neuter words or words of the masculine or feminine gender and (b) words in the singular shall mean and include as necessary the plural and vice versa.

xi. Other Terms and Conditions. This agreement is also governed by the terms and conditions and privacy policy which can be accessed at the bottom of the web site's home page. www.advantagegold.com. Please access that information and carefully review it before executing this agreement.

AS EVIDENCED BY MY SIGNATURE BELOW, I HEREBY ACKNOWLEDGE THAT I READ, UNDERSTOOD AND HEREBY AGREE TO ALL OF THE TERMS SET FORTH IN THIS AGREEMENT.

Signature:

Date:

Print Name: