

This Power of Attorney ("Agreement") is granted this _____ day of _____, 20_____, by and between FideliTrade Incorporated ("FideliTrade"), 3601 N. Market Street, Wilmington, Delaware 19802 and _____ ("Customer") (together, the "Parties"). Whereas, Customer wishes to facilitate his/her ability to purchase and sell precious metals held with FideliTrade; and whereas Customer warrants that he/she is of legal age and mentally competent, the Parties agree as follows:

1. **Agent Powers:** Customer appoints _____ ("Agent") as his/her attorney-in-fact to act as his/her Agent to conduct the following transaction on his/her behalf:

- a. To direct FideliTrade to send funds or precious metals to Customer or Customer's third-party designee;
- b. To sell precious metals for Customer by oral or written direction to FideliTrade and disburse all net proceeds resulting from said sale; and
- c. To purchase precious metals for Customer by oral or written direction to FideliTrade.

2. **Indemnification:** Customer authorizes FideliTrade to honor any and all instructions given by Agent on behalf of Customer and Customer agrees to hold FideliTrade harmless from any and all liabilities resulting from FideliTrade's adherence to Agent's instructions and this Agreement. FideliTrade assumes no liability to Customer for any losses incurred by Customer due to market fluctuations or forced liquidations by FideliTrade.

Customer assumes all liability involved in the purchasing and selling of precious metals through the services of Agent including applicable commissions, administration and handling fees. Any and all losses that might be construed as arising from this Agreement are the sole responsibility of the Customer.

3. **Additional Terms:** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Customer agrees that the jurisdiction and venue of any cause of action by Customer against FideliTrade arising from this Agreement shall lie exclusively with State or Federal Courts in Delaware.

This Agreement contains the entire understanding between the Parties and may not be changed or modified except by a written agreement signed by the Parties. This is a durable power of attorney and its effectiveness shall be unimpaired by any subsequent disability of Customer.

This Agreement may be cancelled by either party by giving written notice to the other. This Agreement is executed solely for the benefit of Parties and not for the benefit of any other person.

In Witness Whereof, the Parties hereunto have set their hands and seals on the day and year first written above.

Customer Signature (SEAL)

Customer Signature (SEAL)

Date Social Security #

Date Social Security #

Address

Address

City, State, ZIP

City, State, ZIP

Telephone: (Day) (Evening)

Telephone: (Day) (Evening)