

This Agreement is entered into between You and FidelityTrade Incorporated ("FidelityTrade"), and it shall govern all aspects of Your Precious Metals Account(s) (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 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 **Shipping.** If You elect to take delivery of Bullion that You purchase or hold in Your Account (an "Out-shipment"), the shipping 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 shipping instructions sent to FidelityTrade for Your Account. FidelityTrade shall have no obligation to deliver Bullion to You unless and until 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) 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 on 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. 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 Your 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 specific product premiums comprised of refining, assay, fabrication, manufacturing, trading, and/or logistics fees. You will be billed for administration fees semi-annually pursuant to the administration rates and other fees for the Bulk Custody Service 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. 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 instructions from anyone whom You authorize to act on Your behalf without inquiry, investigation, or prior notice to You. You agree to keep confidential Your personally identifiable 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, execute a Buy Order of Bullion for Your Account pursuant to your request.

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.

Payment Methods. Payments may be made by a) cash; b) bank wire; c) cashier's check; d) certified check; e) a personal check; f) credit card; or g) ACH. You represent and warrant to FidelityTrade that You authorize any payment that FidelityTrade receives for the Account and that any and all payments are fully covered by sufficient available funds or applicable credit limit. 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 will result in immediate settlement. Bank wire will result in settlement in three (3) banking days. Payment by credit card will result in settlement within three (3) banking days. Payment by cashier's check, certified check, ACH, or personal check will result in settlement in ten (10) banking days.

2.3 Sell Orders. FidelityTrade will, if practical, execute a Sell Order of Bullion for Your Account pursuant to your request.

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 Cancellation Fee. When You instruct FidelityTrade to place an order for Your Account and FidelityTrade executes that order at your direction, You are then under a legal obligation to settle that order by remitting funds within five (5) business days for a Buy Order, or, for a Sell Order, depositing bullion within three (3) business days. If Your Buy Order or Sell Order is cancelled by FidelityTrade as a result of your failure to settle an order or at Your direction, FidelityTrade may request payment of a Cancellation Fee consisting of: (a) one-half (½) of the commission amount; and (b) plus the Market Loss suffered by FidelityTrade as a result of the cancellation of Your order. FidelityTrade suffers a "Market Loss" when: (a) the Ask price of a Buy Order is greater than FidelityTrade's Bid Price at the time of the cancellation; or (b) the Bid price of a Sell Order is less than FidelityTrade's Ask Price at the time of the cancellation. If you do not voluntarily pay the Cancellation Fee, You specifically authorize FidelityTrade to either: (i) debit the Account or any other account that You maintain with FidelityTrade's affiliates; (ii) apply other payment(s) received by FidelityTrade or FidelityTrade's affiliates to the Account, and/or (iii) exercise its Right of Set-off under Section 3.5 without prior notice to You. You agree to reimburse FidelityTrade for all costs, damages, penalties, interest, or liabilities arising out of actions taken by FidelityTrade to receive a Cancellation Fee from You. No additional Orders of any kind may be placed until a Cancellation Fee is paid in full. You are not entitled to profit from a cancellation. Any market gain on cancellations shall become due to and the property of FidelityTrade.

2.5 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 in 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 Sell 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. If You fail and/or refuse to sign and return the trade confirmation to FidelityTrade within two (2) business days following execution of an IRA Order, You authorize FidelityTrade to: (a) contact the IRA Custodian and receive directly from the IRA Custodian payment for a Buy Order or an executed Metal Move Request Form for a Sell Order; and/or (b) cancel Your IRA Order and receive a Cancellation Fee (as defined in Section 2.4) from You. You irrevocably authorize the IRA Custodian to pay to FidelityTrade the full amount of an IRA Buy Order or to submit an executed Metal Move Request for an IRA Sell Order and/or to remit the Cancellation Fee, at FidelityTrade’s election, with or without prior notice to You and without Your prior consent. 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 frame specified herein. If you do not voluntarily pay the Cancellation Fee, You specifically authorize FidelityTrade to: (i) debit the Account or any other account that You maintain with FidelityTrade’s affiliates, (ii) apply other payment(s) received by FidelityTrade or FidelityTrade’s affiliates to the Account, and/or (iii) exercise its Right of Set-off under Section 3.5 without prior notice to You. No additional Orders of any kind may be placed until a Cancellation Fee is paid in full. You are not entitled to profit from a cancellation. Any market gain on cancellations shall become due to and the property of FidelityTrade.

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.

2.6 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.

2.7 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 activity and bullion holdings in the Account. Upon receipt, You should promptly and carefully examine the statement. If You believe that there is an error in the statement, You must notify FideliTrade, in writing, within ten (10) business days of the statement date. Unless FideliTrade receives written notification within that time, FideliTrade is entitled to rely on the statement 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. FideliTrade and its sub-custodians maintain insurance to protect against loss of and/or damage to Out-shipments and Bullion coins and bars held in Your Account. Insurance coverage will be unavailable and FideliTrade shall not be responsible to reimburse You if You fail to notify FideliTrade's Operations Department of a shortage, damage, error, or other non-conformity in an Out-shipment within two (2) business days of delivery to the shipping address designated in Your shipping instructions.
- 3.2 Uninsured Shipments. From time to time, You may request that FideliTrade use an uninsured carrier for an out-shipment of Bullion. You understand that insurance will be unavailable and You will not be reimbursed by FideliTrade if such Bullion is damaged in transit or it does not reach its destination. FideliTrade highly recommends that You obtain Your own insurance if You use an uninsured carrier for an out-shipment. You hereby release, indemnify, and hold FideliTrade harmless against any liabilities or damages arising out of FideliTrade's shipment of Bullion by an uninsured carrier at Your request.
- 3.3 Account Payment. You must pay any amounts due to FideliTrade 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, FideliTrade may assess to this Account semi-annual late fees of \$15.00 or 1.5% of any overdue amount, whichever is greater.
- 3.4 Security Interest. You hereby grant FideliTrade a security interest in Bullion held in Your Account(s) and/or any of Your assets held in account(s) administered by an affiliate of FideliTrade. Upon Your default, FideliTrade has, in addition to all other rights and remedies afforded FideliTrade herein, the rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Delaware. You hereby authorize FideliTrade to take any and all actions necessary to perfect or maintain perfection of the security interest granted to it under this paragraph, and You further agree to fully cooperate with FideliTrade in perfecting or maintaining perfection of such security interest. You irrevocably appoint FideliTrade as a limited power of attorney to execute documents that FideliTrade may require to perfect FideliTrade's security interest.
- 3.5 Right of Set-off. You acknowledge that FideliTrade maintains a right of set-off against the Account and account(s) You have with any of FideliTrade's affiliates. If You are in default of any payment obligations under this Agreement, FideliTrade may: (a) liquidate Bullion held in the Account and/or accounts You have with FideliTrade's affiliates and then apply the proceeds to satisfy the outstanding amount owed by You and/or debit funds in the Account and/or accounts You have with FideliTrade's affiliates; (b) apply other payment(s) received by FideliTrade or FideliTrade's affiliates to the Account, and/or (b) close the Account. If FideliTrade exercises its right to liquidate Bullion, FideliTrade may liquidate such Bullion without obtaining Your prior approval and the liquidation may be executed according to any method, timing, sequence, or order type that FideliTrade selects in its sole discretion. You agree that neither FideliTrade nor its affiliates will be liable for actual or alleged loss or damages incurred as a result of a liquidation or other exercise of rights granted under this paragraph, and You agree to release and indemnify FideliTrade and its affiliates from liability regarding FideliTrade's assertion of its right of set-off. You agree that FideliTrade shall be deemed to have exercised its right of set-off, contemporaneously and on the first calendar date that You are in default of Your payment obligation, i.e., 45 calendar days after the invoice date. You remain responsible to pay fees that accrue following the date of liquidation or other set-off event.
- 3.6 Remedies. You agree and acknowledge that if, upon due demand, You fail to pay an account indebtedness, FideliTrade

may liquidate assets in Your Account and apply the proceeds to satisfy the outstanding amount and 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.

- 3.7 **Unclaimed Property**: FidelityTrade is required to comply with state unclaimed property laws applicable to Dormant Accounts. A Dormant Account is an account that has been inactive, with no account activity, payment, or record of communications from You for a number of years specified by applicable state law. Prior to surrendering the assets, all Bullion in the Account will be liquidated and a commission will apply to sale of the Bullion. To reduce the likelihood of these events occurring, You must promptly notify FidelityTrade, in writing, of a change of address and You should periodically communicate with FidelityTrade regarding the Account. If Your funds are surrendered to a state, You may be able to reclaim those funds by submitting a claim to the state. FidelityTrade is not responsible for custody of funds that are remitted to and/or held by a state. You agree to hold FidelityTrade harmless against any claims or actions arising out of FidelityTrade's compliance with unclaimed property laws.
- 3.8 **Force Majeure**. Due to circumstances beyond FidelityTrade's control, certain acts could occur that may prevent FidelityTrade from performing services contemplated by this Agreement. These events include the failure of third-party electronic or mechanical equipment or telecommunication lines, cyber attack, government action, judicial orders, earthquake, fire, flood, severe and/or extraordinary weather conditions, natural disasters, act of God, acts of war or civil war, terrorism, insurrection, riot, strike, labor dispute, pandemic (such as COVID-19 and any health or government directive or advisory related thereto), epidemic, radioactive contamination, suspensions of trading and/or commodity exchange or commission directives or rulings, unusual market behavior or activity, curtailment of national or international transportation, or any other event or circumstance beyond FidelityTrade's control. FidelityTrade shall not be liable to You for any loss or damages that You incur or claim to incur due to FidelityTrade's inability to perform its services due to circumstances beyond its control.
- 3.9 **Assignment Prohibited**. Any assignment of the Account, or Your delegation of duties or responsibilities under this Agreement, is null and void without FidelityTrade's prior written consent. No benefit is given, or intended to be given, to a third party by FidelityTrade under this Agreement. The confirmations and statements that You receive from FidelityTrade are intended to be used for Your own informational purposes only.
- 3.10 **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. This Agreement shall terminate upon five (5) calendar days' written notice of termination by You or FidelityTrade. 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, 3.8, 3.9, 3.10, 3.11, 3.12, 3.14, 3.17, 3.18, 3.19, 3.20, 3.24, and Article IV shall survive the termination of this Agreement. FidelityTrade will post the current version of this Agreement on its website, www.fidelitytrade.com.
- 3.11 **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.
- 3.12 **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.
- 3.13 **Entire Agreement**. This Agreement is the entire agreement between You and FidelityTrade, and it supersedes in all

respect all prior proposals, negotiations, conversations, discussions, and agreements concerning the subject matter hereof.

- 3.14 Subpoenas. In the event that FideliTrade receives a subpoena, warrant, or order of any court of the United States of America or a state relating to the Account, FideliTrade is authorized to comply with the subpoena or order without notice to You even if the party issuing the subpoena, warrant, or order lacks jurisdiction over FideliTrade, You, or the Account. FideliTrade reserves the right to request and obtain reimbursement for costs or expenses that FideliTrade incurs in complying with any such subpoena.
- 3.15 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. FideliTrade 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 FideliTrade deems satisfactory). FideliTrade will continue to follow the instructions of an authorized agent of a joint owner unless and until FideliTrade receives a written notice of cancellation signed by one or both joint owners, in FideliTrade'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 FideliTrade 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 FideliTrade harmless from any and all liability, loss or damage by reason of FideliTrade'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.
- 3.16 Reporting. You acknowledge that federal or state law may require FideliTrade to report transactions hereunder to federal or state governments, and You consent to the submission of any such reports. You agree to provide FideliTrade appropriate identifying information, including a correct tax identification number to allow FideliTrade to comply with all reporting requirements.
- 3.17 Notice. Any notice sent to or received from FideliTrade shall be deemed received: (a) for mail service, on the fifth (5th) calendar day following the day of the mailing; (b) for email service, within 24 hours following service of the email (or at the close of the next Business Day, if the email is sent on a day that is not a Business Day). You agree to promptly notify FideliTrade in writing if You change Your mailing or email address.
- 3.18 Warranty and Indemnification. You warrant that all representations made to FideliTrade 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 indemnify and hold FideliTrade, its officers, directors, affiliates, and employees free and harmless against any and all third party liabilities, damages, losses, expenses, claims, demands, suits, fines or judgments, including but not limited to costs and attorney fees, which may be recoverable from FideliTrade, its affiliates, officers, directors, affiliates or employees arising out of Your acts or omissions under this Agreement, or with respect to Bullion in the Account, except to the extent such damages or liability results solely from the gross negligence or intentional misconduct of FideliTrade.
- 3.19 Telephone Recording. For business purposes, FideliTrade 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 exclusive property of FideliTrade and shall be accepted as evidence of instructions given should there be a dispute or disagreement regarding any such instructions or other matters. FideliTrade reserves the right, at its sole discretion, to store a recording; however, FideliTrade has no legal duty or obligation to store or otherwise preserve a recording.
- 3.20 E-Communications. By providing Your email address to FideliTrade, You duly authorize and instruct FideliTrade to: (a) honor and act on any notice or instruction that FideliTrade 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.

3.21 Account Security and Protection. You represent to FidelityTrade that you will use all practical means of preserving the security of unique user names, passwords and/or other security methods put in place to prevent unauthorized viewing of personal financial information or the issuance of unauthorized or fraudulent instructions relating to the Account. FidelityTrade encourages You to maintain a strong password (e.g., avoid selecting a password containing personal information, e.g., first or last name or SSN, or common dictionary words), avoid using the same password that you use for other financial accounts or websites, change the password regularly, and avoid keeping a written record of Your password. FidelityTrade shall not be liable to You for any losses that You may suffer due to FidelityTrade’s good faith reliance on unauthorized or fraudulent instructions that it may receive.

3.22 Scope of Products and Services. In servicing Your Account, You understand that FidelityTrade will not 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. All Buy Orders are intended to be spot transactions for immediate delivery to You unless delivery is deferred at Your direction and upon instructions that FidelityTrade receives from You.

3.23 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 for 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 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 or dividends. 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 FidelityTrade’s possession, the weight, fineness, authenticity, integrity, purity, content, or condition of the Bullion can no longer be verified by FidelityTrade or its designated depositories. Within FidelityTrade’s sole discretion, FidelityTrade may require Bullion in Your personal possession to be physically present at the time that You wish to sell it to FidelityTrade. 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, FidelityTrade or its depositories may require that Bullion be assayed and/or refined by a qualified party to confirm its authenticity before agreeing either to purchase it or accept it for deposit, and FidelityTrade reserves the right to reject such Bullion. If assaying or refining is required, it normally will be performed at Your expense and may delay completion of the desired sale or deposit. You

may assume additional price risk, as the market value of the Bullion could change significantly while the assay or refinement process is being performed. 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 type.

3.24 No Consequential Damages. You understand that the fees charged by FideliTrade reflect its risk allocation including, but not limited to, the limitations of FideliTrade's liability under this Agreement. Accordingly, you agree that FideliTrade is not liable to You for consequential, incidental, indirect, special, punitive or exemplary losses or damages, or for loss of revenue, loss of profit, loss of business opportunity, or business interruption, regardless of whether the possibility of such damages is disclosed to or reasonably foreseeable to FideliTrade. Also, You understand that no insurance and FideliTrade will not be liable to reimburse You in any manner for any loss, damage or destruction of Bullion directly or indirectly caused or contributed by: (i) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority; (ii) act of terrorism; (iii) targeted cyber attack; (iv) radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons, radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; (v) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or (vi) any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

3.25 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute a single agreement.

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. You and FideliTrade agree that any dispute, claim, or controversy that cannot be settled through good faith discussions shall be resolved by arbitration conducted in accordance with the most recent Commercial Arbitration Rules of the American Arbitration Association (AAA). You or FideliTrade shall be entitled to file a written demand for arbitration to AAA which shall be permitted only after thirty (30) days have elapsed since You or FideliTrade has indicated, in writing, that a good faith attempt is being made to resolve a claim or dispute by informal means. The place of arbitration shall be Wilmington, Delaware (notwithstanding that certain acts or transactions under this Agreement may occur outside Wilmington, Delaware), and the terms of this Agreement shall be governed by the laws of the State of Delaware without giving effect to conflicts of laws. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either party may, without waiving any remedy under this Agreement, seek from any court having jurisdiction, any interim or provisional relief necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. This agreement to arbitrate extends to all officers, directors, employees, representatives, agents, and affiliates of FideliTrade.

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. 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

- 4.3 Selection of Arbitrators. A single arbitrator shall be selected and agreed upon by both parties 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 FidelityTrade 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.