

what degree the foregoing or other factors will affect market prices. What is suitable for one customer with a given financial means may not be suitable for other customers with the same financial means.

12.3 Customer acknowledges that purchases of the Products are speculative and volatile, and prices may rise and fall over time. Customer acknowledges that profit can only be made if prices for the Products rise in an amount over the Purchase Price paid by Customer for the Products and that Customer may still incur a loss despite favorable price movements.

12.4 Customer acknowledges that Customer is financially and emotionally able to enter into transactions which are contemplated by this Agreement and is sensitive to and able to accept the risks and to meet the financial commitments being made under this Agreement.

12.5 Customer acknowledges that grades and descriptions of Products are opinions and not statements of fact, and are based on standards and interpretations that change over time. Rosland Capital uses contemporary grading standards and interpretations to grade its Products or relies upon the opinions of third party grading services such as Numismatic Guaranty Corporation and Professional Coin Grading Service. Customer acknowledges that Rosland Capital does not guarantee that its Products will achieve the same grades from any third party grading service in the future.

12.6 Customer acknowledges that Customer is responsible for all purchases made on Customer's account. If Customer believes that a Purchase Order has been entered into for Customer's account without Customer's authorization, Customer shall immediately notify Rosland Capital's Compliance Department at: compliance@RoslandCapital.com. Similarly, if Customer believes that any Rosland Capital Representative has made a verbal or written representation that is inconsistent with the terms or risks set forth herein or is unprofessional or offensive in nature, Customer will notify Rosland Capital's Compliance Department immediately. Customer further acknowledges that if Customer fails to make the required notification within ten (10) business days following the date on which the event first became known to Customer, Customer waives all rights to contest such matter.

12.7 Rosland Capital Representatives may from time to time discuss the general direction of various financial markets. Customer acknowledges that Rosland Capital Representatives cannot guarantee any market movement. Customer further acknowledges that Rosland Capital Representatives are not licensed as investment advisors and are not making any specific recommendations concerning any forms of investment. Rosland Capital and the Rosland Capital Representatives are not agents for Customer, have different financial interests and incentives from Customer and owe no fiduciary duty to Customer. Rosland Capital Representatives are commissioned salespersons whose commissions are greatest on numismatic, semi-numismatic and premium items and least on bullion. Customer acknowledges that Rosland Capital believes precious metals and coins are appropriate for 5% to 20% of a portfolio, although certain individuals or organizations might recommend a different percentage. Customer agrees to independently determine what percentage is appropriate for Customer based upon Customer's individual circumstance. Customer acknowledges that precious metals and coins should be considered a long-term purchase of at least 3 to 5 years and are subject to capital risk.

12.8 Customer acknowledges that Customer has conducted and will conduct Customer's own research and analysis regarding the Products that Customer may purchase from Rosland Capital and Customer will not rely upon any statements made by a Rosland Capital Representative concerning the future value of the Products that Customer may purchase from Rosland Capital. Rosland Capital does not provide investment or financial advice. Customer acknowledges that precious metals and coins do not earn interest or current income.

12.9 Customer acknowledges that Rosland Capital's policy with respect to the 1930's gold recall by the Government is as follows: "In 1933, the U.S. Government, by Executive Order, prohibited the private ownership of certain quantities of gold bars and coins. There were several exceptions to this ban, including allowing people to own "gold coins having a recognized special value to collectors of rare and unusual coins." At the time the United States was on the gold standard. Since 1971 the United States has not been on the gold standard. The Executive Order prohibiting private ownership was repealed in 1974. Currently, there are no restrictions on gold ownership, and the ability of the U.S. Government to recall gold is limited to times of war and requires action by the President or Congress. No one can say with certainty if or how the U.S. Government might prohibit ownership of gold in the future, or whether any particular gold product might be exempt from any future prohibitions."

12.10 Customer acknowledges that Rosland Capital's policy with respect to the reportability of precious metals is as follows: "Many of our customers are concerned about personal privacy or disclosing that they own precious metals. Accordingly, they often choose to purchase precious metals that do not require disclosure of personal information such as name, address and social security number when they sell such precious metals. Currently, certain bullion, semi-numismatic and numismatic coins do not require disclosure of such personal information when a customer sells them."

12.11 Customer acknowledges that Customer has read Rosland Capital's brochure, which provides additional information about the risks of buying and selling precious metals and coins. This brochure is updated periodically and it is Customer's responsibility to remain up to date by requesting a copy of the most recent version at Rosland Capital's website, www.RoslandCapital.com.

12.12 Customer acknowledges that Rosland Capital may provide information about companies which provide trustee and custodian services for Individual Retirement Accounts ("IRA) as a convenience to its customers. Customer further acknowledges that Rosland Capital is independent from and not affiliated with any of the companies which may provide those services. It is Customer's responsibility to independently select the IRA service company suitable for Customer. Rosland Capital shall have no liability or responsibility for any loss or damage resulting from Customer's dealings with any IRA service company.

13. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS.

13.1 DISCLAIMER OF WARRANTIES. ROSLAND CAPITAL PROVIDES THE PRODUCTS ON AN "AS IS" BASIS. ROSLAND CAPITAL MAKES NO WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO FUTURE VALUE, OTHER THAN THOSE MADE EXPRESSLY IN THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

13.2 EXCLUSION OF DAMAGES. IN NO EVENT WILL ROSLAND CAPITAL BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOST PROFITS), WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF, RELATING TO OR CONNECTED WITH THE PRODUCTS OR THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION ON WHICH THEY ARE BASED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

13.3 LIMITATION OF LIABILITY. IN NO EVENT WILL ROSLAND CAPITAL'S AGGREGATE LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THE PRODUCTS OR THIS AGREEMENT EXCEED THE AMOUNT THAT CUSTOMER PAID FOR THE PRODUCTS, LESS THE FAIR MARKET VALUE OF SUCH PRODUCTS.

14. Miscellaneous/Arbitration.

14.1 Customer expressly authorizes Rosland Capital to contact Customer at the telephone numbers provided in this Agreement regardless of whether these numbers are listed on any state or federal Do Not Call list. If Customer requests that Rosland Capital no

14.2 In no event will Rosland Capital be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused by fire, flood, earthquake, elements of nature or acts of God; wars, terrorist acts, site-specific terrorist threats, riots, civil disorders, rebellions or revolutions; strikes, lockouts or labor disputes; governmental actions, suspensions of commodity exchanges, the failure or delay of Rosland Capital's suppliers; or the failure or disruption of the Internet, including but not limited to any failure, error or disruption involving any third party Internet service providers or Rosland Capital's own internal computer systems; or any other similar cause beyond the reasonable control of Rosland Capital.

14.3 Customer may not assign, transfer, or delegate this Agreement or any of its rights or obligations under this Agreement without Rosland Capital's written consent. Rosland Capital may freely assign, transfer, or delegate this Agreement or any of its rights or obligations under this Agreement without notice to Customer.

14.4 All communications shall be sent to Rosland Capital at 11766 Wilshire Blvd., Suite 1200, Los Angeles, California 90025 and to Customer at the address set forth above or such other address subsequently provided to Rosland Capital by Customer in writing. All communications given by Rosland Capital to Customer by mail shall be effective forty-eight (48) hours after deposit in the U.S. mail, postage prepaid, or upon receipt, whichever is earlier; if hand delivered, when delivered to Customer's address; if telephonic, at the time of such phone conversation or facsimile transmission; or if by email, on the day of such transmission.

14.5 Customer will notify Rosland Capital promptly of the death of any signer on a Rosland Capital account by providing a certified death certificate. Upon proof of death, Rosland Capital will recognize the account as the sole property of the estate or lawful heirs, as substantiated in documents provided to Rosland Capital. Customer agrees to hold Rosland Capital harmless and defend against any loss, liability, cost or expense, including reasonable attorney fees, resulting from any action taken by Rosland Capital in reliance upon the foregoing. Rosland Capital may require such additional consents, documents or other papers in order to substantiate ownership of accounts and may retain account balances until it is reasonably satisfied of the ownership of such account and the persons authorized to take action with respect thereto.

14.6 Governing Law; Arbitration. The formation of this Agreement constitutes the making of this contract within Los Angeles County, California, regardless of the manner, timing or location of delivery or receipt of acceptance of this Agreement. The parties agree that Los Angeles County, California is the exclusive venue for filing any action and hearing concerning disputes arising from or relating to the Products or this Agreement. This Agreement shall be governed by the laws of the State of California excluding conflict of law principles. CUSTOMER AGREES TO ARBITRATE ALL CONTROVERSIES BETWEEN CUSTOMER AND ROSLAND CAPITAL (INCLUDING ANY OF ROSLAND CAPITAL'S CURRENT OR FORMER OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EMPLOYEES OR AGENTS) ARISING OUT OF OR RELATING IN ANY WAY TO THE PRODUCTS OR THIS AGREEMENT, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE. THE ARBITRATION PROCEEDINGS SHALL BE KEPT IN STRICTEST CONFIDENCE. THE PARTIES AGREE THAT THE EXCLUSIVE VENUE FOR ARBITRATION PROCEEDINGS, INCLUDING ANY ARBITRATION HEARING, WILL BE LOS ANGELES, CALIFORNIA. THE PARTIES FURTHER AGREE TO THE PERSONAL JURISDICTION OF THE SUPERIOR COURT, LOS ANGELES COUNTY, STATE OF CALIFORNIA, TO ENFORCE THIS SECTION. EACH PARTY AGREES THAT IT WILL SHARE EQUALLY IN THE BASIC ARBITRATION COSTS, INCLUDING ADMINISTRATION FEES AND THE FEES OF THE ARBITRATOR(S). EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN ATTORNEYS FEES RELATED TO THE ARBITRATION PROCEEDINGS.

14.7 Waiver of Jury Trial. BY ENTERING INTO THIS AGREEMENT, CUSTOMER HEREBY AGREES TO HAVE ALL CLAIMS, DISPUTES AND CONTROVERSIES ARISING OUT OF OR RELATING TO THE PRODUCTS OR THIS AGREEMENT DECIDED BY ARBITRATION AND IS WAIVING ANY RIGHT TO HAVE SUCH CLAIMS, DISPUTES OR CONTROVERSIES DETERMINED IN A COURT OF LAW BY A JUDGE OR BY A JURY. BY ENTERING INTO THIS AGREEMENT, CUSTOMER IS SIMILARLY WAIVING ITS RIGHTS TO APPEAL, UNLESS EXPRESSLY PROVIDED FOR HEREIN.

14.8 Attorneys' Fees and Costs to Compel Arbitration. IN THE EVENT (1) CUSTOMER REFUSES TO ARBITRATE IN ACCORDANCE WITH THIS AGREEMENT BY COMMENCING ANY ACTION AGAINST ROSLAND CAPITAL IN STATE OR FEDERAL COURT, OR OTHERWISE, AND (2) ROSLAND CAPITAL OBTAINS ANY RELIEF WHATSOEVER RESULTING FROM A PETITION OR MOTION (OR LIKE PROCEDURAL MECHANISM) TO COMPEL ARBITRATION, THEN CUSTOMER SHALL BE RESPONSIBLE FOR ALL OF ROSLAND CAPITAL'S REASONABLE ATTORNEYS' FEES AND COSTS ASSOCIATED WITH ROSLAND CAPITAL'S EFFORTS TO COMPEL ARBITRATION.

14.9 Waiver of Class Action. BY ENTERING INTO THIS AGREEMENT, CUSTOMER HEREBY IRREVOCABLY WAIVES ANY RIGHT CUSTOMER MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THE PRODUCTS OR THIS AGREEMENT MUST BE ASSERTED INDIVIDUALLY.

14.10 One Year Limit to Bring Claims. CUSTOMER ACKNOWLEDGES AND AGREES THAT, REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION CUSTOMER MAY HAVE ARISING OUT OF, RELATING TO, OR CONNECTED WITH THE PRODUCTS OR THIS AGREEMENT, MUST BE FILED WITHIN ONE CALENDAR YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES, OR FOREVER BE BARRED. CUSTOMER FURTHER ACKNOWLEDGES THAT, BUT FOR THIS WAIVER, CUSTOMER MIGHT HAVE A LONGER TIME PERIOD TO INITIATE A CLAIM UNDER STATE OR FEDERAL LAW.

14.11 Limitation on Damages. CUSTOMER ACKNOWLEDGES THAT THE DAMAGES AVAILABLE TO ANY PARTY BRINGING AN ACTION UNDER THIS AGREEMENT SHALL BE LIMITED TO ANY ACTUAL CONTRACT DAMAGES AND TORT DAMAGES INCURRED BY THE PARTY AND PROXIMATELY CAUSED BY AND RESULTING FROM THE OTHER PARTY'S ALLEGED BREACH, AND IN NO EVENT WILL ROSLAND CAPITAL'S AGGREGATE LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THE PRODUCTS OR THIS AGREEMENT EXCEED THE AMOUNT THAT CUSTOMER PAID FOR THE PRODUCTS, LESS THE FAIR MARKET VALUE OF SUCH PRODUCTS. THIS SECTION STATES THE EXCLUSIVE DAMAGE REMEDIES AVAILABLE TO CUSTOMER.

14.12 The terms and provisions in this Agreement are severable. If any provision of this Agreement is held by a court of competent jurisdiction to be void, invalid, or unenforceable, then that provision will be enforced to the maximum extent permissible and the remaining terms and provisions of this Agreement will continue in full force and effect.

14.13 No failure or delay by Rosland Capital in exercising any of its rights, powers, or remedies under this Agreement will operate as a waiver of that or any other right, power, or remedy. No waiver or modification of any term of this Agreement will be effective unless in writing and signed by the party against whom such waiver or modification is sought to be enforced.

14.14 This Agreement may be executed in one or more counterparts, and delivered by facsimile transmission, each copy of which will be deemed an original and all of which, when taken together, will constitute one and the same instrument.

14.15 This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS CUSTOMER AGREEMENT AND SHALL BE BOUND BY THEM, INCLUDING BINDING ARBITRATION. IN AGREEING TO BINDING ARBITRATION, YOU VOLUNTARILY GIVE UP IMPORTANT CONSTITUTIONAL RIGHTS TO TRIAL BY JUDGE OR JURY, AS WELL AS RIGHTS TO APPEAL. ADDITIONALLY, BY YOUR SIGNATURE ON THIS AGREEMENT, YOU HEREBY EXPRESSLY AUTHORIZE ROSLAND CAPITAL (AS DEFINED ABOVE) TO TELEPHONE YOU AT THE NUMBER(S) PROVIDED ABOVE, INCLUDING CELL PHONES, IRRESPECTIVE OF WHETHER OR NOT SUCH TELEPHONE NUMBER APPEARS IN ANY STATE AND/OR FEDERAL DO-NOT-CALL LIST.

X _____
Customer Signature

Date