

## CUSTOMER AGREEMENT

Customer Name(s) (Print) \_\_\_\_\_

Address \_\_\_\_\_ City / State / Zip \_\_\_\_\_

Email Address \_\_\_\_\_ Home Phone/Business Phone/Cell Phone \_\_\_\_\_

Single Owner       Joint Tenants with Right of Survivorship       Tenants in Common

Corporation       Partnership       Limited Liability Company

Trustees For (Name of Trust Pension or Profit Sharing Plan)       Other: \_\_\_\_\_

This Customer Agreement (this "Agreement") is made and entered into by and between Rosland Capital LLC, a Delaware limited liability company with a principal place of business located at 11766 Wilshire Blvd., Suite 1200, Los Angeles, California 90025 ("Rosland Capital"), and the person(s) or entity identified on the signature page hereof ("Customer") for the purchase, sale and delivery of precious metals, coins and other products offered by Rosland Capital (collectively, the "Products"). The terms and conditions of this Agreement shall apply to all transactions between Customer and Rosland Capital. **Rosland Capital maintains a dedicated customer service department that handles customer services, including refund requests and complaints, and can be reached by toll-free phone at 1-800-967-5151 or by email at services@RoslandCapital.com. A Customer should contact his or her Rosland Account Representative for liquidation requests.**

**IMPORTANT NOTICE:** This Agreement contains a binding, individual arbitration agreement and class action waiver. This means any claim must be arbitrated on an individual basis pursuant to the terms below; claims of different persons cannot be combined or aggregated, and both Customer and Rosland Capital are waiving the right to file a lawsuit in Court or have a jury decide the dispute.

### **1. Purchases and Payments.**

1.1 Customer may place an order (each, an "Order") with a Rosland Capital representative (each, a "Rosland Capital Representative") by telephone for the purchase, sale and delivery of Products which shall have the same effect as if the Order was made in writing. Customer's Order will be confirmed during a recorded confirmation with a Rosland Capital Representative to ensure the details of the Order are correct and will include the price, quantity, method of payment and delivery and other material terms of the Order. Orders for bullion cannot be accepted prior to Rosland's receipt of good funds, and after receipt of such funds the final terms of the Order will be confirmed during a recorded confirmation with a Rosland Capital Representative.

1.2 Rosland Capital will send Customer a written confirmation of each Order (the "Confirmation") at the address provided by Customer to Rosland Capital. The amount due under the Order (the "Purchase Price") shall be due and payable in full to Rosland Capital within ten (10) business days of the recorded Confirmation, in the case of a transaction involving proof, semi-numismatic, numismatic or premium coins, and on or before the date of the recorded Confirmation, in the case of a transaction involving bullion (in either case, the "Payment Period"). Failure to pay the Purchase Price within the Payment Period shall constitute a default by Customer. Upon such default, Rosland Capital will be relieved of all its obligations under the Order and shall have such rights as are available under applicable law.

**INITIAL HERE [ ]** 1.3 Definition of Spread: The "Spread," which applies to certain precious metals as described in Sections 1.4 and 6, is the difference between the retail price quoted to Customer for the precious metals being purchased and Rosland Capital's cost to acquire those precious metals from its affiliated supplier. Rosland Capital's "Spread" covers Rosland Capital's operating expenses (for example, salaries, commissions, marketing, rent, insurance) and Rosland Capital's profit, if any, on the transaction.

1.4 Spread Range; Spread Included In Price Quoted: The price Customer is quoted to purchase precious metals (plus shipping/insurance and taxes, including any sales, use or similar tax, if applicable) is the price Customer will pay; Rosland Capital charges no additional fees or costs. But Rosland Capital's retail sales price includes the Spread, which is quoted as a percentage of the retail price (before shipping, insurance, and sales tax, if applicable). An example calculation is provided in Section 6. **Rosland Capital's Spreads generally range between 4% and 33% of the quoted purchase price, but**

vary by precious metal, by customer, by transaction type, and over time. Customer's exact Spread will be specified and confirmed during the recorded confirmation process and included in Customer's invoice. As described in Section 6, Exclusive Specialty coins (and Exclusive coins such as gold and silver Lady Liberty coins) designated by Rosland Capital are only sold by Rosland Capital from sources and based on designs exclusive to Rosland Capital at prices set by Rosland Capital based on their quality, limited mintage (as to Exclusive Specialty coins), precious metal content and branded or unique source—and may bear little relationship to any other recognized criteria of value—without any reference to any "Spread," which does not apply to this classification of coins.

1.5 Customer agrees to pay the Purchase Price by personal check, credit card or bank wire (except that any payments for bullion shall be made by check or bank wire only). All amounts stated in an Order are in U.S. Dollars and all payments made by Customer to Rosland Capital under an Order shall be made in the U.S. and in U.S. Dollars.

**2. Delivery.** In a non-IRA (as defined below) transaction, Rosland Capital shall ship the Products to Customer, or Customer's appointed agent or designee, in accordance with the terms of the applicable Order, within fourteen (14) business days (or such lesser period as required by law) of Rosland Capital's actual receipt of the full Purchase Price from Customer. Title to the Products purchased by Customer and risk of loss thereto shall pass to Customer upon Customer's, or Customer's appointed agent's or designee's, actual receipt of the Products. Customer shall be responsible for all shipping and handling charges incurred in connection with the delivery of the Products and Customer acknowledges that shipping and handling charges will vary depending on the weight, value, destination and method of shipment of the Products. **If Customer's order is lost or damaged in whole or in part prior to delivery (including any defects or discrepancies regarding the Products), Customer should notify Rosland Capital immediately but no later than seven (7) calendar days after receipt of shipment (or if not delivered, the scheduled date of delivery, if known), of a claim of loss in writing at the following address and/or by calling the following toll-free number: Rosland Capital LLC, Attention: Customer Service 11766 Wilshire Blvd., Suite 1200, Los Angeles, CA 90025; 1-800-967-5151.** If Customer complies with the seven (7) calendar day notice requirement and if the delivery service or Rosland Capital verifies that some or all of Customer's Products were never delivered or were delivered in a damaged condition, Rosland Capital shall, within thirty (30) calendar days of such verification, in its sole discretion, either refund to Customer the purchase price for the undelivered or damaged Products or replace such Products with other substantially similar Products. To substantiate a claim of loss Customer must keep all packing materials intact and cooperate with Rosland Capital, including providing supporting documentation and declarations regarding any claimed loss. Rosland Capital also provides Customers the right to receive a full refund of the Purchase Price for the return of undamaged and unused Products if the requirements in Section 4 below are met.

**3. Buy-Back Policy and Customer Service.** If in the future you decide that you would like to sell any precious metal or coin products purchased from Rosland Capital, as a service to our customers, Rosland Capital will provide you the opportunity to sell such products back to us at the current market value determined by Rosland Capital for such products on the day the sale to us is completed. You are, of course, free to sell to others, but we believe that you may receive a higher net price by selling to Rosland Capital because we are familiar with the products we have sold you, and do not charge any additional fees or commissions when making such purchases. Due to market conditions and other factors, you may receive less than what you originally paid. **Other than bullion, other precious metals sold by Rosland Capital, particularly Exclusive Specialty coins and Exclusive coins as described in Section 5, can be difficult to value and the market for them can be very limited and illiquid.** Thus, if you want to sell them there may be very few buyers and if bought back by Rosland it may very well be at a price less than you originally paid for them. (In order for a Customer to make a profit when Customer sells precious metals in the future, Customer's precious metals must appreciate enough to cover the difference between the price originally paid and the future buyback price received. Example: To illustrate, if Rosland Capital's retail price for a silver coin is \$40 with a 20% Spread, then Rosland Capital's cost to acquire that coin for sale from its supplier would be \$32 and its buyback (at the same moment in time) might be approximately \$30.50. In order for Customer in the example to make a profit, the buyback price would need to appreciate from \$30.50 to above \$40 per coin (at the time Customer is ready to sell). Rosland Capital will make payment for any purchased Product within sixty (60) calendar days of the date of receipt of the Products from Customer. Our buy-back policy is a voluntary service to our customers and is subject to withdrawal or change without notice. We may also purchase products not originally sold by Rosland Capital; however, such purchases are subject to additional fees and/or commissions at current market rates. **Rosland Capital maintains a dedicated customer service department that handles customer services, including refund requests and complaints and can be reached by toll-free phone at 1-800-967-5151 or by email at [services@RoslandCapital.com](mailto:services@RoslandCapital.com).** A Customer should contact his or her Rosland Account Representative for liquidation requests.

**4. Refunds and Returns.** **Rosland Capital provides Customer the right, without penalty for any reason, to receive a full refund of the Purchase Price for the return of undamaged and unused Products; provided,**

however, that Rosland Capital receives written notice of Customer's intention to return the Products within seven (7) calendar days (or a longer period if applicable, according to the laws of a Customer's state) after the date that Customer receives the Products, and provided, further, that such Products are returned to Rosland Capital within ten (10) business days following receipt by Rosland Capital of notice of cancellation from Customer. Customer's "receipt" of the Products is deemed to occur at the earliest of: (a) the date that Customer receives actual possession of the Products or (b) the date that Customer receives written confirmation from Rosland Capital that the Products have been deposited on Customer's behalf in an independent depository. Rosland Capital shall, upon written notice of cancellation and receipt of the Products in the same condition as delivered, issue a full refund of the Purchase Price to Customer within thirty (30) calendar days of the date of Rosland Capital's receipt of the returned Products from Customer.

**5. Classifications.** Classification as Bullion, semi-Numismatic, Numismatic or Premium: Within the precious metals industry, precious metals are sometimes referred to as bullion, semi-numismatic, numismatic or premium. To Rosland Capital's knowledge, (i) there are no government regulations or industry standards defining or regulating the use of these terms, (ii) industry experts may disagree regarding which precious metals should be classified as bullion, semi-numismatic, numismatic or premium, and what criteria should be used when classifying precious metals in this manner (for example, whether the precious metal is fixed or limited mintage and how many were or may be minted), and (iii) classification may change over time. For example, a precious metal that was classified as bullion may acquire secondary market effects (e.g., high demand; scarcity) that lead to it being reclassified as semi-numismatic or numismatic in the future, or the reverse could be true, such that a precious metal that was classified as semi-numismatic or numismatic at the time of sale may be treated as bullion in the future (due to low demand; over supply). **Rosland Capital's classification of a precious metal as bullion, semi-numismatic, numismatic or premium is based on Rosland Capital's own classification standards and decision-making. Rosland Capital's classification is an opinion only.** Other sellers may classify the same precious metal differently for pricing purposes. In Rosland Capital's opinion, Customer should base Customer's purchase decision on the qualities of the specific precious metal to be purchased, not its "classification" as bullion, semi-numismatic, numismatic or premium, as such terms may not be consistently recognized or may change over time. The following descriptions are subject to the foregoing limitations: Bullion may be in bar or coin form, and its value primarily depends on its precious metal content. Its value fluctuates with the "spot price" of the precious metal, which is its current market price. Numismatic coins (including proof coins) are coins whose value primarily depends on factors such as demand, scarcity, dates, condition and grades, and less so on precious metal content. Semi-numismatic coins are coins that have some bullion value and thus their value may fluctuate with the spot price of the precious metal they contain, as well as other factors such as supply and demand. Premium coins include numismatic and semi-numismatic coins, as well as proof coins (including Exclusive coins such as gold and silver Lady Liberty proof coins) and Exclusive Specialty coins of limited mintage, whose value derives from their quality, licensed design elements, and limited supply, as well as their precious metal content. Exclusive Specialty coins (and Exclusive coins such as gold and silver Lady Liberty proof coins) are typically of high quality, limited mintage (as to Exclusive Specialty coins), high precious metal content and often from a branded or other unique source; Rosland Capital determines which products are designated Exclusive Specialty coins based upon the foregoing factors. Precious metals that have lower precious metal content, which may include some numismatics, will have a lower "melt value", which is determined by multiplying the precious metal content of a coin or bar by its spot price. For example, if the spot price of gold is \$1,000 per ounce, a coin containing one ounce of gold has a melt value of \$1,000.

**6. Spread.** The "Spread" is defined and explained in Section 1.3 above. Spreads charged to Customer under a particular transaction may differ significantly from Spreads charged to other customers in similar transactions or spreads charged to Customer in other transactions. The Spread on Rosland Capital's premium, semi-numismatic and numismatic coins typically ranges between 17% and 33%. The Spread on Rosland Capital's bullion typically ranges between 4% and 21%. (For example, if Rosland Capital's quoted price for a numismatic coin was \$300 and included a 20% Spread, Rosland Capital's cost for that coin would be \$240. If Rosland Capital's quoted price for a bullion coin was \$300 and included a 5% Spread, Rosland Capital's cost for that coin would be \$285.) The Spread on Rosland Capital's IRA (as defined below) transactions typically ranges between 17% and 25%. The foregoing Spreads are approximations and the Spreads at any time and for any given transaction may be significantly different. Exclusive Specialty coins (and Exclusive coins such as gold and silver Lady Liberty coins) designated by Rosland Capital are only sold by Rosland Capital from sources and based on designs exclusive to Rosland Capital at prices set by Rosland Capital based on their quality, limited mintage (as to Exclusive Specialty coins), precious metal content and branded or unique source—and may bear little relationship to any other recognized criteria of value—without any reference to any "Spread," which does not apply to this classification of coins.

**7. Pricing.** The prices quoted by Rosland Capital for the Products are established by Rosland Capital upon its analysis of each item and may change many times during the day. The prices quoted by Rosland Capital for the Products are not tied to prices quoted by any other organization and there are no established daily limits on the amount those prices may

change. Rosland Capital reserves the right to increase or decrease its prices at its sole discretion at any time. Customer is encouraged to compare Rosland Capital's prices with those offered by other precious metal sellers.

**8. Taxes.** Tax consequences of transactions with Rosland Capital are the sole responsibility of Customer. Customer shall pay to Rosland Capital any sales, use or other tax applicable to transactions involving the Products.

**9. Security.** Customer hereby grants Rosland Capital a lien and security interest in the Products in Rosland Capital's possession or control that Customer orders pursuant to an Order as collateral for any amounts owed by Customer to Rosland Capital under this Agreement, any Order or otherwise. Customer agrees to execute such additional documents as may be necessary to perfect or evidence this security interest.

**10. Electronic Recordation.** Customer acknowledges and agrees that Rosland Capital may choose, in its sole discretion, to monitor or record Customer's telephone conversations with any Rosland Capital Representative. Unless otherwise specifically agreed to by Rosland Capital in writing, Rosland Capital does not consent to the recording of telephone conversations with any Rosland Capital Representative by Customer or any third party. Customer acknowledges that Rosland Capital will not record all telephone conversations and that Rosland Capital does not guarantee that any recordings of any particular telephone conversation will be retained or are capable of being retrieved.

**11. Customer Representations.** Customer hereby represents to Rosland Capital that (i) Customer is of legal age and capacity and has the requisite powers, authority, and rights necessary to enter into this Agreement and to perform its obligations under this Agreement; (ii) Customer is not a party, and will not become a party, to any agreement, obligation, or understanding that is inconsistent with this Agreement or might limit or impair Customer's performance of its obligations under this Agreement; (iii) Customer is an experienced investor who understands the risks and obligations involved under this Agreement; and (iv) Customer's transactions under this Agreement shall be for investment or other commercial purposes and not for any personal, family, household or other consumer purposes.

**12. Acknowledgements and Important Disclosures.**

12.1 Customer acknowledges that Rosland Capital is a seller of precious metals, coins and other related products, nothing more. Customer further acknowledges that Rosland Capital is not an exchange or brokerage house or a financial or investment advisor and that **neither Rosland Capital nor any Rosland Capital Representative acts as an agent or fiduciary for any of Rosland Capital's Customers.**

12.2 Customer acknowledges that purchases of the Products involve substantial risks. Market prices are volatile and unpredictable and may be affected by a variety of factors, including, without limitation, general economic conditions, political events, monetary policies of various countries, and fluctuations in production and demand. It is impossible to forecast accurately how or to 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 an Order has been entered into for Customer's account without Customer's authorization, Customer shall immediately notify Rosland Capital's customer service department by toll-free phone at 1-800-967-5151 or by email at [services@RoslandCapital.com](mailto:services@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 customer service 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 Customer acknowledges that Rosland Capital Representatives are not licensed as investment advisors, their knowledge of precious metals and the precious metals marketplace varies markedly, and they are not making any specific recommendations concerning any assets. 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 available investable assets, 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 are subject to capital risk and should be considered a long-term purchase of at least 3 to 5 years and preferably 5 to 10 years, to maximize the potential for gains. **Customers who do not hold their precious metals for a lengthy period of time are unlikely to see their precious metals appreciate enough to cover the Spread, resulting in a loss.**

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](http://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. 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.**

**14. Miscellaneous.**

14.1 Customer expressly authorizes Rosland Capital to contact Customer at the telephone numbers and/or email address provided in this Agreement, including a cell phone, using auto dialed/auto selected, AI technology, artificial voice and

prerecorded calls or SMS messages (including text messages) with marketing offers, regardless of whether these numbers are listed on any state or federal Do Not Call list. (Customer's consent to such contact is not required for Customer to purchase Rosland Capital's Products.) Message and data rates may apply. Customer will be able to respond "STOP" to any text message to opt out of receiving any further texts. If Customer requests that Rosland Capital no longer contact Customer, Rosland Capital will promptly place Customer on Rosland Capital's Do Not Call list.

14.2 In no event shall either party 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; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee, vendor, or supplier restrictions; strikes, lockouts or labor disputes; governmental actions, suspensions of commodity exchanges, the failure or delay of either party'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, including but not limited to either party's own internal computer systems; or any other similar cause beyond the reasonable control of either party.

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.

#### **Governing Law/Arbitration.**

15.1 **Governing Law.** 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. Subject to the arbitration agreement set forth below, 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, except to the extent such laws conflict with federal law, in which event federal law shall govern.

#### **15.2 Arbitration and Waiver of Jury Trial.**

(a) THE PARTIES AGREE TO ARBITRATE, IN A FINAL AND BINDING MANNER, ALL CONTROVERSIES/DISPUTES BETWEEN THE PARTIES (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 BREACH, TERMINATION, ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT AS WELL AS THE ENFORCEABILITY, VALIDITY, SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE AND ANY ALLEGATIONS THAT THIS AGREEMENT TO ARBITRATE IS UNCONSCIONABLE OR UNENFORCEABLE IN ANY WAY. HOWEVER, IF ANY CONTROVERSY/DISPUTE MAY BE ADJUDICATED PURSUANT TO THE SMALL CLAIMS ACT UNDER THE CALIFORNIA CODE OF CIVIL

PROCEDURE, CUSTOMER SHALL HAVE THE OPTION TO HAVE THE CONTROVERSY/DISPUTE ADJUDICATED PURSUANT TO THE SMALL CLAIMS ACT.

(b) THE PARTIES AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

(c) THE PARTIES AGREE THAT ANY ARBITRATION SHALL BE ADMINISTERED BY JAMS UNDER ITS STREAMLINED ARBITRATION RULES (THE "ARBITRATION RULES"). NOTWITHSTANDING THE FOREGOING SENTENCE, THIS AGREEMENT SHALL SUPERSEDE THE ARBITRATION RULES TO THE EXTENT OF ANY CONFLICT BETWEEN THIS AGREEMENT AND THE ARBITRATION RULES. THE PROVISIONS AS TO SUBPOENAS IN SECTION 1282.6 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE AND THE PROVISIONS AS TO DEPOSITIONS AND DISCOVERY IN SECTION 1283.05 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE SHALL APPLY TO THE ARBITRATION. IF PURSUANT TO (e) BELOW, THE ARBITRATION PROCEEDS IN CUSTOMER'S COUNTY OF RESIDENCE (INSTEAD OF LOS ANGELES), AND THERE ARE NO JAMS ARBITRATORS OR AN INSUFFICIENT NUMBER OF JAMS ARBITRATORS IN THE JURISDICTION (OR ANOTHER JURISDICTION WILLING TO SERVE IN SUCH LOCATION), AND THE PARTIES ARE UNABLE TO AGREE ON AN ARBITRATOR THEMSELVES, THEN A DIFFERENT ARBITRAL ASSOCIATION SHALL BE SELECTED BY JAMS TO CONDUCT THE ARBITRATION.

(d) THE ARBITRATION PROCEEDINGS SHALL BE KEPT IN STRICTEST CONFIDENCE. THE ARBITRATION SHALL BE CONDUCTED BY A SINGLE NEUTRAL ARBITRATOR WHO SHALL BE A RETIRED CALIFORNIA SUPERIOR COURT JUDGE SELECTED IN ACCORDANCE WITH THE ARBITRATION RULES FROM JAMS' PANEL OF LOS ANGELES, CALIFORNIA ARBITRATORS. THE PROPOSED ARBITRATOR SHALL DISCLOSE TO THE PARTIES ALL MATTERS THAT MIGHT BEAR ON SUCH PERSON'S IMPARTIALITY AS REQUIRED BY SECTION 1281.9 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE.

(e) THE PARTIES AGREE THAT THE EXCLUSIVE VENUE FOR ARBITRATION PROCEEDINGS, INCLUDING ANY ARBITRATION HEARING, WILL BE LOS ANGELES, CALIFORNIA. NOTWITHSTANDING THE IMMEDIATELY PRECEDING SENTENCE, IF THE ARBITRATION RULES OR ANY APPLICABLE JAMS MINIMUM STANDARDS REQUIRE IT, OR THE ARBITRATOR CONCLUDES THAT IT WOULD BE A FINANCIAL OR OTHER HARSHSHIP FOR CUSTOMER TO PARTICIPATE IN AN ARBITRATION IN LOS ANGELES, THE ARBITRATOR HAS THE AUTHORITY TO HOLD THE HEARING, OR ANY PART THEREOF, IN THE COUNTY WHERE CUSTOMER LIVES OR TO PERMIT CUSTOMER TO ATTEND VIA VIDEOCONFERENCE, TELEPHONIC OR SIMILAR VIRTUAL PARTICIPATION. EACH PARTY AGREES THAT IT WILL SHARE EQUALLY IN THE BASIC ARBITRATION COSTS, INCLUDING ADMINISTRATION FEES AND THE FEES OF THE ARBITRATOR. EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN ATTORNEYS' FEES RELATED TO THE ARBITRATION PROCEEDINGS AND AGREES THAT THE ARBITRATOR MAY NOT AWARD COSTS OR ATTORNEYS' FEES TO THE PREVAILING PARTY(IES).

(f) THE TERMS AND PROVISIONS IN THIS AGREEMENT ARE SEVERABLE. IF ANY PROVISION OF THIS AGREEMENT IS HELD BY THE ARBITRATOR 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.

**15.3 Waiver of Jury Trial.** BY ENTERING INTO THIS AGREEMENT, EACH PARTY HEREBY AGREES TO HAVE ALL CLAIMS, DISPUTES AND CONTROVERSIES ARISING OUT OF OR RELATING TO THE PRODUCTS OR THIS AGREEMENT DECIDED BY ARBITRATION (INCLUDING THE ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE) 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, EACH PARTY IS SIMILARLY WAIVING ITS RIGHTS TO APPEAL, UNLESS EXPRESSLY PROVIDED FOR HEREIN.

**16. Other Waivers and Limitations.**

**16.1 Waiver of Class Action.** BY ENTERING INTO THIS AGREEMENT, EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT SUCH PARTY 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.

**16.2 One Year Limit to Bring Claims.** EXCEPT WHERE THE LAW PRESCRIBES A SHORTER APPLICABLE STATUTE OF LIMITATION, OR PROHIBITS SHORTENING THE OTHERWISE APPLICABLE LONGER STATUTE OF LIMITATIONS, EACH PARTY ACKNOWLEDGES AND AGREES THAT, REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM, ARBITRATION, LAWSUIT OR LEGAL ACTION EITHER PARTY MAY HAVE FROM OR RELATED TO ANY TRANSACTION BETWEEN CUSTOMER AND ROSLAND CAPITAL IS FOREVER BARRED UNLESS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE OF THAT TRANSACTION. EACH PARTY FURTHER ACKNOWLEDGES THAT, BUT FOR THIS WAIVER, EACH PARTY MIGHT HAVE A LONGER TIME PERIOD TO INITIATE A CLAIM UNDER STATE OR FEDERAL LAW.

**16.3 Limitation on Damages.** A PARTY'S LIABILITY IN ALL CLAIMS WHETHER SOUNDING IN TORT, CONTRACT, WARRANTY OR OTHERWISE SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRODUCTS IN DISPUTE LESS THE PRODUCTS' FAIR MARKET VALUE AS OF THE DATE ANY ARBITRATION PROCEEDING IS COMMENCED. UNDER NO CIRCUMSTANCES SHALL A PARTY BE LIABLE TO THE OTHER PARTY FOR, AND THE ARBITRATOR SHALL NOT AWARD, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS TO ANY PARTY) EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE PARTIES WAIVE ANY RIGHT TO RECOVER SUCH DAMAGES. THIS SECTION STATES THE EXCLUSIVE DAMAGE REMEDIES AVAILABLE TO EACH PARTY.

16.4 No failure or delay by either party 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.

16.5 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.

16.6 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): (i) TO TELEPHONE YOU AT THE NUMBER(S) (OR EMAIL YOU AT THE EMAIL ADDRESS) PROVIDED ABOVE, INCLUDING CELL PHONES, USING AUTO DIALED/AUTO SELECTED, AI TECHNOLOGY, ARTIFICIAL VOICE AND PRERECORDED CALLS OR SMS MESSAGES (INCLUDING TEXT MESSAGES) WITH MARKETING OFFERS, IRRESPECTIVE OF WHETHER OR NOT SUCH TELEPHONE NUMBER APPEARS IN ANY STATE AND/OR FEDERAL DO-NOT-CALL LIST. (CUSTOMER'S CONSENT TO SUCH CONTACT IS NOT REQUIRED FOR CUSTOMER TO PURCHASE ROSLAND CAPITAL'S PRODUCTS.) MESSAGE AND DATA RATES MAY APPLY. CUSTOMER WILL BE ABLE TO RESPOND "STOP" TO ANY TEXT MESSAGE TO OPT OUT OF RECEIVING ANY FURTHER TEXTS; AND (ii) TO PROCESS YOUR PERSONAL INFORMATION IN THE MANNER DESCRIBED IN ITS PRIVACY POLICY THAT HAS BEEN PROVIDED TO YOU AND IS ALSO AVAILABLE AT [WWW.ROSLANDCAPITAL.COM](http://WWW.ROSLANDCAPITAL.COM) UNDER THE LINK "PRIVACY POLICY/CALIFORNIA CONSUMER PRIVACY ACT."

*Customer Signature*

*Date*

Rosland Capital LLC: by /s/ Marin Aleksov

Version 6

5/25