



# BULLION Advisors Group

## Bullion Advisor Group's Agent/Advisor Terms & Conditions:

IMPORTANT: PLEASE READ THE FOLLOWING CAREFULLY BEFORE AGREEING TO PARTICIPATE IN Bullion Advisor's Group "INDEPENDENT AGENT/ADVISOR" PROGRAM. ONCE YOU ARE ACCEPTED INTO Bullion Advisor's Group INDEPENDENT AGENT/ADVISOR PROGRAM, YOUR PARTICIPATION IN THIS PROGRAM IS GOVERNED BY ALL THE "INDEPENDENT AGENT/ADVISOR" TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT

1. Introduction. The following contains "Independent Agent / Advisor" terms and conditions for participating in Bullion Advisors Group marketing program. Defined terms in these "Independent Agent/Advisor" terms and conditions include the following: (a) "you" or "your" shall mean you, the applicant applying to participate in the "Independent Agent/Advisor" program, and upon our acceptance of your application, the Agent/Advisor, (b) "we" or "us" or "our" shall mean Bullion Advisors Group, (c) our "website" shall mean the Bullion Advisors Group website currently located at [www.bullionadvisorsgroup.com](http://www.bullionadvisorsgroup.com), (e) "Products" shall mean any merchandise offered for sale by us on our website and does not include items offered for sale by third parties on our website (f) B.A.G. shall mean Bullion Advisors Group.

2. Program Enrollment. To begin the enrollment process in the Bullion Advisors Group "Independent Agent/Advisor" program, you must either be an existing licensed Insurance Agent or licensed Financial / Investment Advisor, and a) complete an Agent Application b) complete this Agreement c) attach your State Insurance Licensing or Securities License d) attach your AML Compliance. We will review your completed application in good faith and inform you in a timely manner on acceptance status as an "Independent Precious Metals Advisor" of Bullion Advisors Group. We reserve the right to accept or reject an agent / advisor at our sole discretion. If we reject your application, all contracting fees shall be refunded in full.

3. Order Processing. All orders, customer service, and fulfillment of such orders will be handled by and through Bullion Advisors Group. You may not take orders, perform customer service or deliver products on behalf of B.A.G unless directed to do so upon written authority. We will process orders from any "client" directed by you through our website, but we reserve the right to reject any orders that do not comply with our requirements that we may periodically impose. We will be solely responsible for all aspects of product order processing and fulfillment, including order entry, payment processing, shipping, buy-backs and related customer service. Bullion Advisors Group will be responsible for tracking the number of products sold to customer and you will be provided access to reports summarizing your sales activity through Bullion Advisors Group. The form, content and frequency of the reports may vary from time to time. We reserve the right to change the prices and commissions/fees of any or all of our products at any time at our sole discretion without notice. We cannot ensure that if an order is placed that any product will be available to the customer or that a stated price for a product will be accurate. We do not honor misquoted prices. All personal information for purposes of placing orders through Bullion Advisors Group for customer is the sole and exclusive property of Bullion Advisors Group. Agent/Advisor has a performance duty collecting all necessary data, personal information and remitting prompt "client" payments to Bullion Advisors Group. All transactions, orders, pricing commissions/fees are processed in US dollars.

4. "Independent Agent/Advisor" Commissions/Fees. We will pay you, the "Independent Agent/Advisor" commissions/fees on all sales based on the amount of build-in you select for all product(s) client purchases as a percentage of spot price per troy ounce. The commissions/fees shall be equal to a percentage of the net sales of



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products purchased by a customer. "Net sales" shall be based on spot price per troy ounce of a product, excluding amounts for sales taxes (if applicable), duties, shipping, handling, fraud, agent debit balances, exchanges, credit card processing fees, taxes and similar charges. The current commission/fee schedule is based on spot price of product. Commissions are as follows: 0%-9.0% of our (gold, platinum, palladium) for "Independent Agent/Advisor," 0%-9.0% for silver bullion. Independent Agent/Advisor commissions/fees are independent of any FMO/NMO/IMO/BD relationship with Bullion Advisors Group.

5. Policies and Pricing. "Client(s)" who purchase products through Bullion Advisors Group will be deemed to be clients of Bullion Advisors Group in addition to any relation you as the agent/advisor may already have with said "client" Accordingly, all of our rules, policies, and operating procedures concerning client orders, customer service and sales will apply to those "client(s)." We may change our policies and operating procedures at any time at our sole discretion without notice. Products, availability of our products and our pricing of such products vary from time to time. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or the price of any particular product. Bullion Advisors Group shall not solicit any contracted Agent/Advisor client(s) for any purpose other than processing orders for contracted Agent/Advisors. All order pricing is in US dollars.

6. Licenses. As an "Independent Agent/Advisor" for Bullion Advisors Group, it is our requirement that you must be a licensed insurance agent or hold an active securities license or other state authority licensing. Bullion Advisors Group also requires a current AML Certification course be completed and forwarded to Bullion Advisors Group.

7. "Independent Agent/Advisor" Representations and Warranties. You hereby represent and warrant to us that this agreement has been duly executed and validly approved. Agreement has been validly executed and delivered by you and constitutes your legal, valid and binding obligation, enforceable against you in accordance with its terms and that the execution, delivery and performance of this agreement are within your legal capacity and power, have been duly authorized by all requisite action on your part, require the approval or consent of no other persons and neither violate nor constitute a default under the provision of any law, rule, regulation, order, judgment or decree to which you are subject or which is binding upon you, or the terms of any other agreement, document or instrument applicable to you or binding upon you.

8. Agreement Term. The term of this agreement shall begin upon our acceptance of your application and will end when terminated by either party. Either you or we may terminate this agreement at any time, with or without cause, by giving the other party written notice of termination. Notice by e-mail to your address on our records is considered sufficient notice for termination of this agreement. If this agreement is terminated because you violated the terms of this agreement you are not eligible to receive any commission/fee payments, even for commissions/fees that you earned prior to the date of your termination. If this agreement is terminated for any other reason, then you shall be eligible to receive only those commissions/fees generated prior to the termination of this agreement. Commissions/fees earned through the termination of the agreement shall remain payable to agent/advisor. We reserve the right to withhold your final payment for a reasonable period of time to ensure that the correct amount is paid to you.

9. Agreement Modification. We may modify any of the terms and conditions contained in this agreement at any time and in our sole discretion, by posting a change notice or new agreement on our site. Notice of any change to this agreement delivered by e-mail, to your address on our records, or the posting of a new agreement on our website is considered sufficient notice for notifying you of a modification to these "Independent Agent/Advisor" terms and



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conditions. Modifications may include, but are not limited to, changes in the scope of available commissions/fees, the commission/fee schedule, payment procedures and "Independent Agent/Advisor" rules. All such modifications shall take effect 48 hours after we serve notice as provided above, unless we indicate otherwise. If a modification is unacceptable to you, your sole recourse is to terminate this agreement. Your continued participation in the "Independent Agent/Advisor" program following our posting of a change will constitute binding acceptance by you of such change.

10. Relationship of the Parties to this Agreement. Each party shall act as an independent contractor and nothing set forth in this agreement will create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement that would reasonably contradict anything in Section 14.

11. Limitations on Liability. WE WILL HAVE ABSOLUTELY NO LIABILITY WITH ANY ASPECT OF THE BULLION ADVISORS GROUP WEBSITE. WE WILL HAVE NO LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY LOST REVENUES, DATA OR PROFITS ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT OR THE "INDEPENDENT AGENT" PROGRAM, EVEN IF WE WERE ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. FURTHER, OUR AGGREGATE LIABILITY ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT OR THE "INDEPENDENT AGENT" PROGRAM SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF COMMISSIONS PAID OR PAYABLE BY US TO YOU UNDER THIS AGREEMENT.

12. Warranty Disclaimers. WE HEREBY DISCLAIM, AND YOU HEREBY RELEASE US, FROM ANY AND ALL LIABILITY FOR DOWNTIME OR OTHER INTERRUPTIONS IN SERVICE REGARDING THE LINKS AND/OR OUR WEBSITE LIMITING THE FOREGOING: WE MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH REGARD TO THE "INDEPENDENT AGENT/ADVISOR" PROGRAM OR ANY PRODUCTS, EXPRESS OR IMPLIED, STATUTORY, ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT WARRANT THAT OUR WEBSITE OR PRODUCTS WILL BE ERROR FREE, FUNCTION WITHOUT INTERRUPTION OR THAT ANY ERRORS WILL BE CORRECTED. IF AS A MATTER OF LAW WE MAY NOT DISCLAIM ANY WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM PERMISSIBLE UNDER APPLICABLE LAW.

13. Indemnification. YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, US, OFFICERS, DIRECTORS, EMPLOYEED, AGENTS, SUCCESSORS, CONTRACTORS, AND ASSIGNS FROM AND AGAINST, ANY AND ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES OR EXPENSES (INCLUDING ATTORNEY'S FEES) OF ANY NATURE WHATSOEVER INCURRED OR SUFFERED BY US ("THE DAMAGES") INSOFAR AS SUCH DAMAGES (OR ACTIONS IN RESPECT THEREOF) ARISE OUT OF OR ARE BASED UPON (A) ANY CLAIM OR THREATENED CLAIM OF A THIRD PARTY (B) THE BREACH OF ANY REPRESENTATION OR WARRANT OR COVENANT MADE BY YOU IN THIS AGREEMENT OR (C) OR ANY OTHER CLAIM RELATED TO THIS AGREEMENT.



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14. Independent Investigation. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL OF ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE "INDEPENDENT AGENT/ADVISOR" PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

15. Miscellaneous. This Agreement shall be governed by the laws of the United States and of the State of FLORIDA, as applied to agreements made, entered into and performed entirely within the State of Florida, notwithstanding your actual state of residence or principal business location. Any action relating to this Agreement must be brought in federal or state courts located in Hillsborough County, FL and you irrevocably consent to the jurisdiction of such courts. You may not assign this agreement, by operation or law or otherwise, without our prior written consent, any such purported assignment shall be null and void. Subject to such restriction, this Agreement will be binding upon, inure to the benefit of and be enforceable against the parties and their respective successors and assignees. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. Our failure to enforce your strict performance of any provision of this agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this agreement. This agreement constitutes the entire agreement between the parties regarding its subject matter, supersedes any other agreements or understandings between them, and may only be amended by a writing signed by us.

I understand and agree to all terms and conditions stated in this, "Bullion Advisors Group Agent/Advisor Terms & Conditions"

TODAY'S DATE: \_\_\_\_\_

AGENT/ADVISOR PRINTED NAME: \_\_\_\_\_

AGENT/ADVISOR SIGNATURE: \_\_\_\_\_

Title / Role of FMO/NMO/IMO/BD Signor: \_\_\_\_\_