



Gold Buyers Express™ Dealers Program – Terms and Conditions

Thank you for your interest in the **Gold Buyers Express™ Dealers Program** (the "GBX Dealer Program"). The Terms and Conditions listed below govern the participation of your Business (herein the "Dealer") in the GBX Dealer Program. By applying for participation in the GBX Dealer Program, the Dealer expressly agrees to these Terms and Conditions. Any modification to these Terms and Conditions by a Dealer, without the agreement and written consent by an authorized representative of Gold Buyers Express, shall automatically void the Dealer's participation in the GBX Dealer Program.

1. **Terms of Agreement** – By participating in the GBX Dealer Program the Dealer will receive the agreed-upon "Dealers Rate" above Gold Buyers Express' "Public Rate" percentage for the gold and precious metals sent in to Gold Buyers Express. The "Dealers Rate" is set forth in the **Application for GBX Gold Buyers Express Dealers Program** (the "Application"). This agreement shall have a term of one (1) year, expiring on the anniversary of the date shown on the Application; however, the term of this agreement will automatically renew on each anniversary date unless canceled in writing sent via *Certified Mail/Return Receipt Requested* by the Dealer at least 30 days prior to the anniversary date. Further, the agreement may be terminated at any time by either party for any reason, but termination does not and will not waive any amounts due to either party. Notice of termination must be in writing and sent via *Certified Mail/Return Receipt Requested*.

2. **Tracking** – Gold Buyers Express shall provide each participating dealer with a unique "Assigned Dealer Number" to track each Dealer's shipment and purchases associated with the Dealer.

3. **Gold Kit Processing** – Gold Buyers Express shall provide each Dealer with access to the GBX Dealer Program's special "Dealers Only" Website using its unique assigned Username and Password, where each Dealer can obtain shipping information for its gold/silver lot, offering Dealers only the "Dealers Rate" for the gold or silver sent to Gold Buyers Express. Gold Buyers Express shall process all items received under the GBX Dealer Program from each Dealer. Gold Buyers Express reserves the right to reject any shipment or item that does not comply with applicable state law, which includes the information required by the inventory packing list included in each shipment. Any rejected shipment or item shall be returned back to the Dealer solely at Gold Buyers Express' expense. Gold Buyers Express reserves the right, in the exercise of its sole discretion, to require additional proof of ownership and/or compliance with the GBX Dealer Program, before purchasing the Dealer's item(s).

4. **Exclusive Dealers Rate** – Gold Buyers Express hereby grants the Dealer the right to receive the exclusive "Dealers Rate" when participating in the GBX Dealer Program using Dealer's "Assigned Dealer Number," with the full faith and assurance that Gold Buyers Express will pay the Dealer the highest amount possible using the "Dealers Rate" set forth in this agreement for the gold or silver offered through the GBX Dealer Program.

5. **Confidentiality** – Gold Buyers Express will not disclose or disseminate any Dealer's business information to others nor use such information to sell products to any

Dealer's customers.

6. **Evaluation** – Upon receiving a Dealer's shipment, Gold Buyers Express' experts will determine the level of quality and purity and the karat weight of the item(s) and/or amount of precious metal contained within the shipment. Gold Buyers Express will then contact the Dealer by telephone or e-mail with a complete breakdown of the valuation of the items and Gold Buyers Express' offer. Gold Buyers Express will not transmit payment to the Dealer until Gold Buyers Express has received from the Dealer a verbal or written acceptance of Gold Buyers Express' offer.

7. **Payment** – Gold Buyers Express pays only for items that have been received, evaluated and accepted. The price Gold Buyers Express pays for the item(s) in the shipment (corresponding with the Assigned Dealers Number) is based upon its experts' evaluation of each item's quality, purity and weight and the daily spot rate. **ALL DETERMINATIONS BY GOLD BUYERS EXPRESS' EXPERTS CONCERNING QUALITY, PURITY, WEIGHT AND OTHER ISSUES ARE FINAL.** Upon receipt of the Dealer's item(s), Gold Buyers Express shall send the Dealer's payment on the same business day via electronic check or overnight courier, representing the purchase amount accepted by the Dealer via email or telephone.

8. **Taxes** – The Dealer bears all responsibility for any and all applicable federal, state and local taxes, including, but not limited to any and all sales tax, that may be applicable to the Dealer's sale of item(s) to Gold Buyers Express.

9. **Assignability** – The Dealer shall not assign or license its rights in the Gold Buyers Dealers Program to any other organization or person.

10. **Disputes** – In the event of a dispute between the Dealer and Gold Buyers Express, the parties shall engage in good faith negotiations to settle the dispute. If these negotiations fail, each of the parties agrees to submit to the jurisdiction of the state and federal courts sitting in Tulsa County, Oklahoma. To the extent not otherwise addressed by these Terms and Conditions, any dispute between the parties shall be governed by the laws of the State of Oklahoma without regard to principles of conflicts of laws.

11. **Definitive Contract** – These Terms and Conditions, together with the "Application for Gold Buyers Express Dealers Program," has set forth the entire understanding between the Dealer and Gold Buyers Express concerning the GBX Dealer Program.