

CUSTOMER / MEMBERSHIP PRIVILEGES & CONDITIONS

Welcome to 7k! As a customer, you can purchase valuable numismatic coins, jewelry, and other collectibles offered by 7k. By purchasing a 7k Membership, you become a preferred customer, with access to exclusive benefits, services, and amazing products at special Member pricing. The relationship between 7k and its Customers and Members is subject to the terms of this Customer & Membership Privileges & Conditions, which may change from time to time without prior notice.

1. ABOUT 7K

7k is an online retailer of precious metals, offering gold and silver bullion, numismatic (collectible) coins, and other valuable collectibles. Our customers are collectors and coin enthusiasts around the world. 7k strives to give both the discerning collector and the average consumer easy access to precious metals and modern collectible coins at competitive prices.

7k's mission is to empower a new generation of informed collectors with a convenient and affordable platform to purchase precious metals and collectibles, to acquire and preserve wealth to leave a lasting legacy for their loved ones.

a. Membership Benefits

Casual customers purchase collectible coins directly from 7k, through its website or special affiliate links to 7k replicated websites. 7k sells and ships product directly to the customer.

In many countries, 7k offers collectors and committed customers a menu of paid, customer Membership options, designed to meet the needs of each collector's interests and budget. Membership gives customers special access to a range of products, services, and benefits that change from time to time to meet the needs of our Members.

Depending on the Membership selected by a customer, Members get access to:

- **7k Coin Drops™** that give Members first access to highly collectible, graded, and low mintage coins;
- **7k Bullion** at special Member pricing on physical, IRA-eligible gold and silver bullion;
- **7k AutoSaver™** subscriptions that make it fun, easy, and affordable to start collecting valuable gold and silver numismatic coins, curated by 7k's experts and sent to the Member each month;
- **soundmoney®** membership that offers access to a third-party digital SaaS platform that makes it easy to buy and sell physical gold and silver bullion, with delivery and storage in a secure, private vault;
- **StacknSell™** membership that provides access to a third-party digital tool for collectors to catalog the graded coins they own; manage their collection; monitor current market value; and buy and sell graded, collectible coins from other users through a secure online marketplace, specially designed by and for collectors;
- **7k Advantage Rewards Program**, offering Members incredible savings and discounts on travel, entertainment, food, shopping, and other products and services through participating retailers (where available);
- **7k Getaways††**, giving 7k Members and their family the option to purchase curated vacation packages at 7k's group pricing to visit amazing places, share experiences with likeminded individuals, and create memories together;
- **7k Health†**, which allows Members to purchase affordable health care option offered by a third-party provider (FMA Benefits) at 7k's group pricing (where available);
- **7k Training Center**, a valuable subscription to an online training and educational platform, with high quality videos, articles, and other resources to help Members become skilled collectors and informed buyers of gold and silver.

2. IMPORTANT NOTICES AND DISCLOSURES

Buying, owning, and selling physical precious metals carries risk and has legal and tax implications. The price and future value of precious metals are based on many factors and are subject to market, economic, and political conditions. Past performance is no guarantee of future value and you can lose money. Information provided on 7k's website is for informational purposes only. 7k is NOT an investment advisor and does not offer investment, tax, or legal advice. Consult your own legal, tax and financial advisors before purchasing or selling precious metals.

NOTICE ON ANTI-MONEY LAUNDERING & KNOW YOUR CUSTOMER

7k sells physical gold and silver bullion and numismatic coins and may be considered a "dealer in jewels, precious metals, or precious stones" under the Bank Secrecy Act ("BSA") and is subject to anti-money laundering (AML) laws and regulations. As a part of 7k's AML program, it prohibits and actively works to prevent money laundering and any activity that facilitates money laundering or the funding of terrorist or criminal activities by complying with all applicable requirements under the BSA and the USA PATRIOT Act, and their implementing regulations.

NOTICE THAT 7K IS NOT A BANK OR MONEY SERVICES BUSINESS.

7k Membership may include a membership to **SOUNDMONEY®**, a 3rd Party online, digital dashboard that facilitates the purchase, sale, and private storage of physical gold and silver bullion. SOUNDMONEY relies on banking institutions, credit card processors, and other licensed money services businesses to facilitate cash transfers, or it acts only as an agent of these third parties where required. Vaulted physical gold or silver is stored in a third-party vault, and Members may maintain credits ("buying power") with SOUNDMONEY to facilitate purchase and sale of SOUNDMONEY products, which are managed on internal ledger entries and remain within SOUNDMONEY's bank account.

NOTICE THAT SOUNDMONEY® WALLET IS NOT FDIC INSURED

7k Members maintain stored value in a 7k Wallet and separately in their SOUNDMONEY Wallet, which is maintained solely to facilitate purchases of precious metals from 7k's group of companies. 7k Members expressly authorize 7k to deduct membership renewals, Autosaver charges, and product purchases from the pre-paid access available in their wallets for purchases from 7k. The Wallets and privately Vaulted Holdings are commingled in common bank accounts and non-segregated vaults, where all holdings become fungible, tracked, managed, and accounted for on internal ledgers. Vaulted, physical precious metal holdings stored in physical vaults are fully insured. HOWEVER, MEMBER CREDITS AND STORED VALUE ARE COMMINGLED AND HELD ON DEPOSIT IN SOUNDMONEY'S BANK ACCOUNTS ARE NOT SEPARATELY FDIC INSURED. Members who elect to hold funds in a SOUNDMONEY® WALLET debit card account (where available), provided by an authorized third-party financial institution under separate agreement, may be FDIC insured.

**NOTICE THAT THIRD PARTY PRIVATE VAULT
DISBURSEMENTS ARE SUBJECT TO APPLICABLE FEES**

Private Vault services included in 7k Memberships are separately facilitated by SOUNDMONEY through third-party vaults doing business in Idaho (the "Vault"), are governed by a separate Private Vault Custody Agreement, which is incorporated into these Privileges & Conditions. Vaulted precious metal holdings are subject to standard disbursement fees when made available for pickup or physically shipped to Members with a current, active 7k Membership. Failure to maintain an active 7k Membership or a separate membership through SOUNDMONEY will subject SOUNDMONEY® WALLET and Vaulted Holdings to applicable monthly or quarterly storage fees, annual membership fees, transaction fees, dormancy fees (e.g., for cancelled or inactive accounts), or assessment of administrative costs, as provided in the Notice of Fees & Limits and the separate Private Vault Custody Agreement.

NOTICE ON AFFILIATE OWNERSHIP AND CONTROL

7k, SOUNDMONEY, StacknSell, and Vault are affiliated companies, operated separately but with overlapping but disparate management, ownership, and control.

NOTICE ON PURCHASES AND PRICING

The purchase of precious metals from 7k or facilitated by the SOUNDMONEY® WALLET from 7k, Stack-n-Sell, or SOUNDMONEY may be fulfilled by third-party retailers and delivered to the customer or to the Vault designated by the Customer. Precious metal bullion is priced based on the "Spot Price" plus a market "Premium." Spot Price is the current price per ounce for "paper" gold or silver, as exchanged on global commodity markets. The Premium includes wholesale and retail markups over the "paper" Spot Price that accounts for the costs of mining, refining, design, minting, marketing, sale, distribution, and retail margin on physical bullion sales.

NOTICE ON PREMIUMS

Premiums can be calculated by taking the bullion retail price, less the current Spot Price. The Premium charged through 7k or SOUNDMONEY is comparable to other precious metal dealers and varies and fluctuates depending on the (1) Type of metal (e.g., gold vs. silver); (2) Form of bullion (e.g., bars vs. rounds); (3) Quantity purchased (e.g., premium is higher on fractional ounce coins/rounds than on 100 oz bars); (4) Market supply and demand (e.g., the supply of bullion and the allocation available to retailers vs. allocations to other bullion retailers vs. customer demand); (5) Global, national, and local economic and political conditions (e.g., supply chain obstacles and costs, legal restrictions, and taxes, tariffs, customs duties, and other regulatory costs); (6) general operating and inventory carrying costs; and (7) Other strategic business factors. The difference between the wholesale price paid by 7k to buy (or buy back) bullion and 7k's retail selling price is its "Spread" and constitutes 7k's gross profit (before expenses). Until the Bullion Buy Back price exceeds the original retail purchase price, a seller of bullion will lose money.

NOTICE ON BUYBACK / LIQUIDATION

Subject to Section 11, 7k Memberships are fully refundable if cancelled within 3 days, or within the applicable "cooling off" or rescission period provided by applicable law (i.e., 5 days in Alaska; 15 days in North Dakota for age 65 and older; 10 days in Canada; 14 days in the United Kingdom). Numismatic coins are subject to 7k's standard 30-day return policy. Sales of physical gold and silver bullion are final and are not generally refundable. 7k will consider requests to repurchase or buyback bullion at current market buyback prices, consistent with the 7k Bullion Buyback policy. Bullion stored in private Vaults participating with SOUNDMONEY can be liquidated by offering to sell it back through the SOUNDMONEY® WALLET. Offers to sell are digitally reviewed and processed at the then currently published Buyback Price. Buyback pricing tracks and approximates the wholesale or bulk pricing available to the retailer from its bullion suppliers, and is generally greater than Spot Price, but typically less than current retail prices. Buyback offers are typically accepted but 7k and SOUNDMONEY each reserves the right to reject any Buyback offer.

NOTICE ON RISK OF LOSS

BUYERS AND SELLERS OF PHYSICAL GOLD AND SILVER CAN LOSE MONEY IF CURRENT BUYBACK PRICE IS LESS THAN THEIR ORIGINAL RETAIL PURCHASE PRICE (I.E., ORIGINAL SPOT PRICE PLUS PREMIUM), TOGETHER WITH ANY APPLICABLE STORAGE OR TRANSACTION FEES. FOR EXAMPLE, A BUYER OF PHYSICAL GOLD OR SILVER WILL LIKELY INCUR LOSSES IF THEY QUICKLY LIQUIDATE THROUGH A BULLION BUYBACK OR LIQUIDATE BEFORE THE BUYBACK PRICE EXCEEDS THE ORIGINAL PURCHASE PRICE AND ANY APPLICABLE FEES. THE VALUE OF PHYSICAL PRECIOUS METALS FLUCTUATES AND MAY RISE OR FALL OVER LONG PERIODS OF TIME. BUYING, OWNING, AND SELLING PHYSICAL PRECIOUS METALS CARRIES RISK AND HAS LEGAL AND TAX IMPLICATIONS. THE PRICE AND FUTURE VALUE OF PRECIOUS METALS ARE BASED ON MANY FACTORS AND ARE SUBJECT TO MARKET, ECONOMIC, AND POLITICAL CONDITIONS. PAST PERFORMANCE IS NO GUARANTEE OF FUTURE VALUE.

NOTICE REGARDING 7K ADVANTAGE

7k Advantage Rewards Program is an online discount program, offered to 7k Members by contract through a 3rd party, Access VG, LLC. 7k Advantage offers savings and discounts on travel, entertainment, food, shopping, and other products and services through more than 800,000 participating retailers. 7k disclaims all liability and makes no representation or warranty concerning offers made by third parties through 7k Advantage.

NOTICE REGARDING 7K HEALTH†

7k does not offer health insurance. 7k Members who purchase a qualifying membership get access to purchase affordable health insurance offered by FMA Benefits as part of the Sovereign Nations Health Consortium (SNHC) at 7k's negotiated, group pricing. SNHC owns and operates a wholly owned sovereign domestic insurance company called Sovereign Nations Insurance (SNI). Participation in SNI is subject to eligibility requirements, limitations, and restrictions specified in SNI Plan Documents.

NOTICE REGARDING 7K GETAWAYS††

7k Getaway vacations are available for purchase by 7k customers who purchase a qualifying 7k Membership. Members benefit from 7k's group discount pricing and curated vacation plans. 7k occasionally offers special contests for 7k's independent marketing Associates to earn credits towards 7k trips, based on achieving specific sales growth targets set by 7k. Qualification for travel credits is not typical, and fewer than 5% of active 7k Associates earn free travel rewards.

NOTICE REGARDING IRAS BACKED BY PRECIOUS METALS

7k offers physical gold and silver bullion that is IRA-eligible. Self-directed IRAs backed by precious metals are available from third-party custodians. 7k does not offer IRA services and is not an IRA custodian. 7k is not an investment advisor and information provided by 7k is for educational purposes only. 7k makes no warranty or guarantee of future value and recommends that its customers consult their own legal, tax and financial advisors before purchasing precious metals for a self-directed IRA.

PRIVACY & REPORTING OBLIGATIONS

Consistent with the 7k Privacy Policy, 7k may share Member information with its affiliates and vendors for the purpose of providing 7k Services. 7k values its Members' privacy and confidentiality and does not voluntarily disclose information about Members or their holdings with third parties. However, 7k may be compelled to provide Member information in response to subpoenas, court orders, or other regulatory or legal processes. In some circumstances, 7k or its partners may be required to report certain cash or precious metal transactions to the U.S. Internal Revenue Service (IRS) or other taxing or regulatory agencies, as required by applicable law.

ARBITRATION & CLASS ACTION WAIVER NOTICE

THIS ARBITRATION NOTICE AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

THE 7K SERVICES ARE BEING MADE AVAILABLE AND PRICED BY 7K ON THE BASIS OF YOUR ACCEPTANCE OF BINDING ARBITRATION TO RESOLVE ALL DISPUTES. BY USING THE 7K SERVICES AND ENTERING INTO THIS USER AGREEMENT, YOU ARE AGREEING TO BINDING ARBITRATION RATHER THAN LITIGATION IN ANY COURT. YOU HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO ASSERT ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH 7K, THE 7K SERVICES, OR THESE PRIVILEGES & CONDITIONS IN ANY COURT, EXCEPT AS EXPRESSLY PROVIDED BELOW IN SECTION XIV. YOU UNDERSTAND THAT ANY CLAIMS YOU MAKE MUST BE SUBMITTED TO ARBITRATION ONLY AND ONLY ON AN INDIVIDUAL BASIS AND MAY NOT BE JOINED OR CONSOLIDATED IN ANY FORUM WITH THOSE OF ANY OTHER PERSON NOR ADJUDICATED OR ARBITRATED ON A CLASS BASIS, IN A REPRESENTATIVE CAPACITY, ON BEHALF OF THE GENERAL PUBLIC, OR ON BEHALF OF ANY OTHER PERSON. YOU FURTHER ACKNOWLEDGE THAT YOU ARE ENTERING INTO THIS USER AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS WHATSOEVER EXCEPT THOSE CONTAINED IN THE TERMS OF THE USER AGREEMENT ITSELF.

3. MEMBERSHIP

- a. 7k Membership is available to qualifying 7k customers 18 years of age and over, and eligible businesses. A single individual (“Responsible Person”) must be designated for all 7k Membership accounts. The Responsible Person is responsible for the 7k Membership.
- b. 7k reserves the right to refuse membership to any applicant, and membership may be terminated at 7k's discretion and without cause.
- c. 7k Memberships are subject to any and all rules adopted by 7k, including our privacy policies and practices, and they may be amended from time to time without advance notice. Current 7k Memberships include Premium, Standard, Restricted and Sales Center Only Memberships, with benefits, privileges, and pricing to meet individual needs and budget.
- d. Members are required to present a valid name, shipping address, email address, phone number, and method of payment to sign up for a 7k Membership. A corporation, limited liability company, partnership, or trust (collectively referred to in this section as a “Business Entity”) may enroll as a Member with 7k. Any Business Entity applying to become a 7k Member may be required to provide proof of organization/incorporation, a valid tax identification number, and other documentation to validate the existence of the business. If a Business Entity is unable to provide proof of legal establishment, the Membership will be considered an individual account in the name of the Responsible Person.
- e. Some merchandise is available online to 7k Members and nonmembers. Membership is not required to purchase these 7k products. However, a nonmember will not have access to merchandise, services, and benefits offered exclusively to 7k Members, and nonmembers will pay higher prices than Members for the merchandise offered to them.
- f. With the exception of the Membership fee and annual Membership renewal, no person is required to purchase 7k products, services or sales aids, or to pay any charge or other fee to become a Member.
- g. Members must be at least 18 years of age, but prospective Members who are within twelve (12) months of legal age in their country of residence, may be considered to become a Member by obtaining written consent from their parent or legal guardian. Please submit a request to policy@7kmetals.com to receive the 7k Parental Consent Form. 7k reserves the right to request verification and documentary proof of parental or custodial guardian relationship.
- h. Members are customers, and are not employees, agents, or representatives of 7k and 7k Members are not authorized to act on behalf of or for 7k, nor bind 7k to any agreement, contract, expense, commitment, sponsorship and/or obligation. 7k Membership does not create an employee-employer relationship, legal representation, agency, partnership, or joint venture. Under no circumstances shall any Member represent directly or indirectly in any manner that might indicate or suggest they have influence over 7k's corporate decisions, or authority or representation from 7k. 7k Members are strictly prohibited from suggesting, stating or implying, directly or indirectly in any manner, that their relationship is any other than as a customer of 7k. 7k Members shall hold 7k harmless from any claims, damages or liabilities arising out of such 7k Members’ business practices and/or conduct that results in loss or injury to 7k.

IMPORTANT NOTE ON THE 7K SHARE PLAN

7k Membership does not automatically allow Members to become 7k Associates or to participate in the 7k Share Plan. Participation in the 7k Share Plan is optional, requires additional actions, and is not a requirement of Membership.

7k promotes its products and services for sale directly to consumers through its website, traditional and digital marketing activities, and through personal referrals made by other 7k Members. To qualify to apply

to be a 7k Associate and become eligible to earn referral commissions, a 7k Member must refer at least two other customers who purchase 7k products or buy 7k customer Memberships and complete a separate 7k Associate application and agreement that is accepted by the company. 7k pays 7k Associates referral commissions for the sale of customer Memberships and for certain product purchases made by the customers they refer to the 7k website. 7k Associates have the potential to earn override commissions by building and managing a team of 7k Associates who make referrals that result in 7k retail sales. 7k Associates do not purchase or carry inventory for resale. Rather, 7k sells the retail product directly to its customer Members, takes all orders through its website, carries the inventory, fulfills, and ships orders, and handles all Customer Support.

MEDIAN GROSS EARNINGS FOR ACTIVE 7K ASSOCIATES ARE ABOUT \$500 PER MONTH, EXCLUDING TAXES, COSTS, AND EXPENSES. VISIT WWW.7KMETALS.COM FOR MORE INFORMATION ON BECOMING A 7K ASSOCIATE.

4. MEMBERSHIP FEES AND RENEWALS

- a. The Membership fee depends on the level of customer Membership selected. The fee is for one 12-month period from the date of enrollment.
- b. There is a limit of one 7k Membership per person and/or business. 7k reserves the right to treat businesses with the same or similar addresses or with identical, similar, or related ownership as a single business and as such, limited to a single membership. 7k reserves the right to refuse, decline, or cancel a Membership at any time.
- c. Memberships are not generally transferable. However, Members who apply to become and are active 7k Associates in good standing (as defined in the 7k Associate Agreement) may be eligible to transfer an active 7k Membership and 7k Associate Account under the terms of the separate 7k Associate Agreement.
- d. Memberships will renew no later than the last day of the month the Membership expires, with the annual renewal fee charged to the primary method of payment associated with the 7k Membership account.
- e. Members will receive email notice that a 7k Membership will renew. If a Member does not manually renew Membership, it will automatically renew unless cancelled. That method of payment will be charged during the first week of the month following the renewal month.
- f. Non-cancelled Memberships that are renewed within 3 months after expiration of the current membership year will be extended for 12 months from the expiration date. However, Memberships renewed more than 3 months after such expiration will be extended for 12 months from the renewal date. All renewals will be assessed at the 7k Membership fee in effect on the date the Membership fee is paid. 7k Memberships that have been cancelled for more than 6 months are not eligible for renewal or re-activation and will be treated as new accounts.
- g. 7k Members may cancel their account at any time. Before re-enrolling with 7k, Members who have not previously applied to become a 7k Associate and who have not personally referred other Members or Customers to 7k, are required to wait for a period of six (6) months from cancellation or from the date the account was last active.

5. UPDATES AND CHANGES TO PERSONAL INFORMATION

- a. To ensure timely delivery of 7k products, services, and important communications, Members must keep their contact information updated on their 7k Member account.
- b. Only the Responsible Person may change the address, phone number, update communication preferences, and upgrade or renew the membership.

- c. If a business entity becomes a 7k Member, the Responsible Person must immediately notify 7k of all changes to type of business entity, change of control, or change of legal or beneficial ownership of the Member business entity.

6. PRICES

Each item is marked with an item number or a UPC Code. The price of the item, along with the description and identifying number, is posted with the item.

7. PAYMENTS

- a. 7k accepts: Visa cards, Mastercard, American Express, Discover, ACH/debit, checks, wire transfers, and pre-paid access (stored value) held in their 7k Wallet.
- b. Photo identification and approval by a supervisor may be required to complete a purchase. Before paying by check, members are required to have a valid Driver's License, State, or Military ID issued, or any valid passport on file with 7k. Any exceptions must be approved by management. Personal checks must be pre-printed with the member's name and address and presented by the member.
- c. 7k does not accept discount codes or coupons (other than those distributed by 7k).
- d. The Responsible Person is responsible for purchases made by any authorized or unauthorized use of their Membership account. Members should take care to protect their account access information.
- e. In the event that either the Responsible Person or additional authorized users have a chargeback or check returned by the bank, the Member will pay the costs of the chargeback or the face amount of the check upon demand, plus a reasonable service charge and other expenses incurred, but no less than twenty-five dollars (\$25.00 USD). After receiving a returned check from a 7k Member, future orders must be paid by credit card, money order, ACH/wire, or cashier's check. If any legal action is taken on behalf of 7k to collect payment on a check or a chargeback, the Responsible Person will be liable for reasonable fees and costs of collection.
- f. Each 7k Member must use their own method of payment to make purchases from 7k. 7k Members shall not permit other 7k Members or 7k Associates to use their credit/debit card or checking or savings account to enroll in or to make purchases from 7k. Likewise, 7k Members are not permitted to use the credit card, debit card, or bank account of any third party, or make debits to the checking or savings account of a third party, to enroll in or to make purchases from 7k.

8. SALES AND USE TAXES, AND RESALE CERTIFICATES

- a. The Member must pay to 7k any sales, excise, use or ad valorem tax that is imposed by law on the sale price of the items purchased, which may be based on the price before any discounts or promotions. The Member agrees that they will hold 7k harmless and indemnify 7k from any claim, loss, assessment, or expense occasioned by non-payment of tax to 7k.
- b. 7k does not sell any merchandise expressly for resale. If a Member purchases merchandise for resale and desires an exemption from tax, the Member must present a valid resale license number to 7k. 7k reserves the right to honor or reject application for exemption from tax. Otherwise, sales tax will be charged at the time of purchase except on those products that are exempt from tax or for which 7k has expressly agreed to exempt from tax based on a valid resale license. All other products subject to tax will be deemed taxable.
- c. In the event any product that was purchased for resale (tax free) is subsequently consumed or used in any manner other than for resale that creates or imposes a sales or use tax, the Member agrees to report and pay to the proper taxing authority any tax due, including penalties and interest.

9. PRODUCT SHIPMENT

- a. 7k typically ships orders within 48 hours of receipt. 7k deems orders delivered upon shipment, but in extreme circumstances, shipment of numismatic coins may take up to thirty (30) days from payment receipt, depending upon the manner of delivery selected by the customer. 7k Member Support will notify the customer if an order is delayed or back-ordered. Bullion and other precious metal products are delivered within 28 days. The customer is fully responsible for applicable taxes, and shipping and handling charges.
- b. At the time of purchase, 7k offers tracking and signature required options through its carrier(s) (except for Autosavers).
- c. 7k requires signature on delivery for shipments with a value over \$500 USD.
- d. Customers must notify 7k Customer Support within three (3) business days of the anticipated delivery date if a shipment is lost or damaged in transit. 7k will make reasonable efforts to locate lost packages, but 7k will not be responsible and will not be liable for packages lost or damaged in transit unless the customer notifies 7k Customer Support within the 3 business days after the anticipated delivery date. With timely notice of lost or damaged shipments, 7k can submit an insurance claim with the carrier, and the customer may be eligible to receive a full refund of the cost of the product(s) or exchange. 7k reserves the right to pursue any insurance claim and seek recovery for any losses for lost or damaged shipments. Customers agree to cooperate with 7k in filing any claim for damaged/lost merchandise in any manner 7k may reasonably request, including the signing of an affidavit stating the circumstances surrounding the damaged/lost merchandise. Once the claim is filed, 7k reserves the right, in its sole discretion, to replace or refund the item.

IMPORTANT NOTE ON SHIPPING

7k will not accept any responsibility for lost or damaged shipments if the customer has left instructions with any carriers or delivery services which results in parcels left unattended and without the need for a signature confirmation, or if the carrier has received instructions to leave the package with someone or at an address other than the addressee. This includes but is not limited to a building manager, neighbor, a business mailroom, drop-off location such as mailboxes, post office boxes, the UPS Store, the Military Postal Service, FedEx facilities etc. Additionally, 7k will not assume responsibility for packages that are signed for by apartment/complex building management, a business mailroom, the Military Postal Service or any person(s) that are not the addressee listed on the order.

- e. It is the Customer's responsibility at checkout to choose the proper shipping option(s) as shown on the website, to ensure the safety of the packages.
 - i. Shipping without Signature
Customer can track the package's location while in transit to its destination. With no signature required, all 7k liability of this order ceases upon successful delivery of the package to the address specified.
 - ii. Shipping with Signature
Customer can track the package's location while in transit to its destination. All 7k liability of this order ceases upon signature given.
 - iii. Shipment Packaging
When mailing valuable precious metals, discretion and protection are key. Products are securely wrapped in protective packaging, then placed in the shipping parcel along with packing material to prevent the products from shifting during shipping.
- f. Please contact 7k with any questions about our shipping or insurance at policy@7kmetals.com.

10. PRODUCT ABANDONMENT

Customers and Members must provide 7k with accurate personal contact information for delivery. When products are returned to 7k undeliverable by the carrier, 7k will attempt to contact the customer with the contact information associated with the order, but if 7k is unsuccessful and delivery cannot be made within 30 days from the date the product was returned to 7k, the product will be stored in 7k's vault while 7k attempts to contact the customer. After 90 days, 7k reserves the right to charge the customer/Member reasonable storage fees for storage of the undeliverable product, in addition to any additional shipping and notification costs incurred in trying to deliver the product. Once storage, shipping, or notification fees equal or exceed the value of the stored products, 7k reserves the right to sell the vaulted product at public auction, consistent with Idaho law, and offset storage expenses and sale costs against sale proceeds, in full satisfaction for unpaid bailment services rendered.

11. CHARGEBACKS

Before requesting a chargeback with any credit card used to place an order with 7k, customers and Members must first contact 7k Member Support and give 7k at least 30 days to resolve any dispute or process a requested refund. If the customer or Member fails to first contact 7k Member Support, the customer or Member account may be suspended to prevent further purchases, and the account can be cancelled at 7k's discretion.

12. PRODUCT GUARANTEES, CANCELLATION, AND RETURNS

a. Memberships

New 7k Members may cancel their Membership for a full refund if the cancellation and refund request is received by 7k within the time periods below:

- Within 3 business days of the date of purchase for residents of the United States, Mexico, and Singapore, (except that Residents of Alaska have 5 business days, and residents of North Dakota age 65 and older have 15 business days);
- Within 5 business days of the date of purchase for residents of Australia, New Zealand, and Singapore;
- Within 10 calendar days of the date of purchase for residents of Canada;
- Within 14 calendar days of the date of deliver for residents of the United Kingdom or the European Union.

i. **Full Refund within Statutory Rescission Period.** Membership cancellations received within three (3) days of purchase (or within the applicable "rescission" or "cooling off" period provided by law) are eligible for a full refund of the Membership purchase price, less any bank fees, credit card charges, and other transactional fees imposed by third-parties, which are non-refundable.

NOTE: 7k may incur actual cost for fees paid to third parties at the time a membership is purchased. Therefore, refunds for cancelled Memberships cannot be prorated. That is, cancellation of a Membership after the rescission period will not result in a partial or prorated refund.

b. Cancellation of Autosaver.

7k Members may modify or cancel their Autosaver at any time. Requests to modify or cancel an Autosaver can be processed entirely online through the 7k Back Office (by deleting the Autosaver or toggling the Autosaver to "off"), or by emailing 7k Member Support.

IMPORANT NOTE: Cancellation of an Autosaver, alone, does not affect the status of a 7k Membership but could affect a 7k Associate's qualification for commissions under the 7k Share Plan. Only cancellation of a 7k Membership will automatically result in cancellation

of a 7k Autosaver.

c. **Product Guarantee, Returns, and Exchanges**

Note: Product orders cancelled before shipment and before 7k incurs any unrecoverable transaction costs (usually within 6 hours of purchase) may be eligible for a 100% refund.

- i. **Numismatic Coins.** Members may exchange or return Numismatic coins purchased directly from 7k for a refund of the original purchase price, less a 10% restocking fee, if the exchange/return and refund request is received by 7k within 30 calendar days of the date of purchase. Numismatic coins must be returned in their original packaging and must be in resaleable condition. This product guarantee does not apply to jewelry and Bullion products.
- ii. **Jewelry.** Jewelry products are generally seasonal or special, limited time items that are non-refundable without a Return Merchandise Authorization (RMA). To request an RMA for jewelry products, contact 7k Customer Support at the contact information listed below. Jewelry returns require special handling and must be carefully repackaged. The 7k Member is responsible for the cost of return shipping and handling. Any return and refund authorized for jewelry products will be less shipping, handling, and a 10% restocking fee.
- iii. **Bullion.** All sales of Bullion are non-refundable. However, 7k Members can offer Bullion to 7k for buy back at the then current market buy-back price ("Bullion Buy Back").
 - (a) To request a Bullion Buy Back, contact and notify Customer Support at support@7kmetals.com for an RMA and instructions on the Bullion Buy Back process and how to ship the Bullion to 7k.
 - (b) 7k reserves the right to cancel or reject a Bullion Buy Back for any reason at any time during the transaction, up to finalization of the Bullion Buy Back process and payment to the Seller.
 - (c) Shipping the Bullion to 7k for a proposed Bullion Buy Back constitutes a proposal and offer to sell at the current market buy-back price. There is no contract or transaction unless all of the following conditions are met:
 - (i) 7k has received and is in possession of the Bullion,
 - (ii) 7k has inspected the Bullion to ascertain type, quality standards, and quantity of the Bullion received,
 - (iii) 7k has made an offer to Buy Back the Bullion, and
 - (iv) The Member has accepted the 7k offer in writing.
 - (d) All risk of loss in a Bullion Buy Back transaction is borne by the seller, until 7k takes physical custody and control the Bullion that is the subject of the Bullion Buy Back proposal.
 - (e) Contact 7k via email at support@7kmetals.com to provide 7k with a tracking number to confirm that the product is enroute. 7k Members are responsible for all costs related to shipping and insuring Bullion products while in transit to 7k. The Bullion Buy Back price will not be assigned to the RMA until it is received at 7k's Corporate Office.
 - (f) Upon receipt of the RMA items, 7k will inspect and confirm the quality, quantity, and accuracy of the return, and 7k will then assign a current market buy back price. If approved, 7k will send payment within seven to ten business days as follows:
 - (i) For RMAs of less than \$5,000.00 USD:
 - Check sent via priority mail (customer must pay the priority fee of \$7.95 USD, which will be deducted);

- Check sent via first class mail (\$5.00 fee); or
- Funds sent by ACH (\$3.00 USD fee)
- (ii) For RMAs of \$5,000.00 USD or more include:
 - Any method provided in section (i) above; or
 - Bank Wire (customer/Member will bear the priority fee of \$25.00 USD, which will be deducted from the payment);

(g) The offered Buy Back price is good for 48 hours and if accepted in writing by the Member, there is a binding contract and the Member shall have no right to cancel. If not accepted within 48 hours, the Member has rejected the offer and any future offer price is subject to change depending on the spot/market price. Any market gain on a Bullion Buy Back or Buy Back cancellation inures solely to the benefit of 7k.

Buy-Back Price is always less than current retail price. There is a likelihood of loss for a Bullion Buy Back processed for a recent purchase of Bullion, if the offered 7k buy-back price has not grown to be greater than the original retail purchase price.

(h) If a member cancels or fails to timely accept the Buy Back, the customer/Member must pay 7k's shipping charges for return of the Bullion. In addition, 7k may charge the Member a \$35.00 USD cancellation fee plus any Market Loss incurred by 7k.

d. Shipping and Handling; Refund Methods

- i. Shipping and Handling charges and return shipping costs incurred by the customer or Member are non-refundable.
- ii. Refunds will be made to the same form and method of payment used for the original purchase.
- iii. Only if the 7k merchandise was damaged during transit or is defective, the 7k Member may contact 7k Customer Support for a "call tag" that will provide return shipping back to 7k at no cost to the 7k Member.
- iv. To contact Customer Support to process a cancellation, refund, exchange or Buy Back:
 - (a) For US Associates: call (208) 314-2587 or email support@7kmetals.com
 - (b) For international markets: contact the local 7k Regional Office or email us at support@7kmetals.com.
 - (c) Please check with or call credit/debit card company or financial institution to verify there is no hold on funds once the refund process has been completed by 7k.

e. Return Process

IMPORTANT: No refund or replacement of any item(s) will be made if the conditions for return procedures are not met:

- i. All items must be returned by the 7k Member who purchased it from 7k.
- ii. All returned items must have an RMA number which is obtained by contacting 7k's Customer Support Department at support@7kmetals.com. This RMA number must be written on each returned package.
- iii. The return must be accompanied by:
 - (a) The original packing slip with the completed (and signed Consumer Return information, if applicable);

- (b) The item(s) in its/their original packaging or container; and
- (c) Proper shipping carton(s) and packing material(s) are to be used in packaging the item(s) being returned, and the best and most economical means of shipping is suggested.

- iv. All returns must be shipped to 7k with pre-paid shipping. 7k does not accept shipping-collect packages.
- v. The risk of loss in shipping for returned items shall be on the 7k Member.
- vi. If the returned items are not received by 7k's Distribution Center, it is the responsibility of the 7k Member to trace the shipment.

f. Risk of Loss

- i. 7k Members are solely responsible for all risks related in returning merchandise to 7k, until 7k confirms receipt of such product(s). 7k is not responsible or liable for merchandise that is lost or damaged in transit, when being shipped to 7k.
- ii. 7k reserves the right, at its sole discretion, to reject any return that does not comply with all the requirements outlined in this section.
- iii. Once 7k confirms receipt of all fees owed to 7k, 7k will release the Offeror of any liability for any breach of the Bullion Buyback Process and any resulting injury to 7k, and 7k shall solely retain the benefit of any Market Gain resulting from the order cancellation, with no responsibility to share any gain with the Offeror.

g. Market Loss

- i. At the time of return shipment, 7k Member Support will determine and calculate any Market Loss or additional actual costs/expenses incurred by 7k in processing the Bullion Buy Back, which will be added to the cancellation fee and assessed against the Offeror's account.
- ii. The Offeror shall be obligated to pay to 7k such fees plus Market Loss (if any) and agrees to remit payment immediately (upon written notice) to 7k. 7k may offset and deduct any amounts owed to 7k against unpaid or future commissions, credits, or other amounts held by 7k for the Offeror. 7k may hold all future orders until such fees are paid in full.
- iii. If the Offeror defaults in its performance of payment, shipment, or any other assurance reasonably required by 7k, 7k may cancel the Bullion Buy Back order, and the Offeror shall bears full and sole responsibility to 7k for any market loss, plus the cancellation fee, and the Offeror shall further pay or reimburse 7k for all fees, costs, and expenses, including costs of collection or litigation.

h. Repeated Member Returns

If a Member returns multiple products, orders, or excessive dollar amounts (USD) (as determined by 7k) for a refund in any twelve (12) consecutive calendar month period, 7k reserves the right to process the requested refund(s) and cancel or terminate the 7k Membership and any associated 7k Associate account.

i. Special Return Circumstances

- i. Notwithstanding the above, if a 7k Member made a purchase of \$25.00 USD or more in a transaction in where a 7k Associate is physically present with the Member (an "Applicable Transaction"), the Member has 3 business days (5 for Alaska residents, and 15 for North Dakota residents age 65 and older) after the sale to cancel the order and receive a full refund of the purchase price, provided the product is returned to 7k in substantially as good condition as when delivered.

- ii. Re-Packaging, Re-labeling, or Tampering Prohibition. 7k customers and Members returning any product must not repackage, re-label or otherwise tamper with the products.

13. PRIVACY

7K respects the right to privacy and all applicable data privacy laws. The 7k Privacy Policy is incorporated into these terms and is available at www.7kmetals.com/files/privacy_policy.pdf.

14. USE OF INFORMATION AND LIKENESS

By purchasing a 7k Membership, the Member consents to allow 7k, its affiliates, and any related company to:

- a. Process and utilize the information submitted in the 7k Membership application (as amended from time to time) for business purposes;
- b. Disclose, now or in the future, Member information to 7k affiliates and business partners to deliver information to the 7k Member to improve its marketing, operational, compliance, and promotional efforts. 7k Members release 7k from any liability or obligation that may arise as a result of sharing the Member information; and
- c. Use, record, photograph, publish, reproduce, advertise, display, edit, and sell in any manner for all purposes, a 7k Member's name, photograph, likeness, voice testimony, biographical information, image, and other information related to a Member attending or participating in a 7k event or activity sponsored by 7k (collectively the "Likeness") in marketing, promotional, advertising and training materials, whether in print, radio or television broadcast, audio and video medias, on the internet, or in any other media within an unrestricted geographical area, for unlimited exposures, without compensation, in perpetuity or any other consideration. There shall be no time limit on the validity of this understanding and subsequent release, nor will there be geographic limitation on where these contents or materials may be distributed. 7k Members waive the right to inspect or approve the finished product wherein his or her likeness may appear. 7k Member further releases 7k from any liability or obligation that may arise as a result of the use of his or her likeness, including without limitation, claims for invasion of privacy, infringement of right of publicity and defamation (including libel and slander).

15. CHANGES TO THE TERMS

7k reserves the right to amend these terms, the 7k Agreement, the 7k Share Plan, and its prices in its sole and absolute discretion. By becoming a Member of 7k, the Member agrees to abide by all amendments or modifications that 7k makes. Amendments are effective immediately after publication of the new terms on 7k's website (www.7kmetals.com) or in the 7k Back Office. Amendments are not retroactive but will apply after the effective date.

The continuation of a 7k Member to make purchases or accept any benefits under their 7k Membership after publication of any change constitutes acceptance of any and all such amendments. A Member's sole option for not accepting any such amendments is to immediately cancel their 7k Membership, within 30 days of the publication date.

16. TERMS SEVERABLE

If under any applicable and binding laws or rules of any applicable jurisdiction, any provision of the 7k Agreement (or part thereof), in its current form or as may be amended, is found to be invalid or unenforceable for any reason, only the invalid portion(s) of the provision will be deemed ineffective only to the extent of such invalidity, or unenforceability. This shall not invalidate or render unenforceable the remainder of that provision or any other provisions of the 7k Agreement.

Only the invalid portion(s) of the provision shall be severed, and the remaining terms and provisions shall

remain in full force and effect. 7k reserves the right to modify the invalid or unenforceable provision(s) or portion(s) thereof to the extent required to be valid and enforceable. All 7k Members shall be bound by any such modification(s).

17. WAIVER

7k requires compliance with these terms and conditions, and with the applicable laws governing the marketing, purchase, and sale of bullion, precious metals, and numismatic coins. 7k's failure to exercise any right or power under these terms or to insist upon strict compliance, and no custom or practice of the parties will constitute a waiver of 7k's rights under these terms. The existence of any claim or cause of action of a customer or Member against 7k shall not constitute a defense to 7k's enforcement of any of these terms or provisions.

18. ADHERENCE TO LAWS AND REGULATIONS; ANTI-CORRUPTION

- a. 7k Members must comply with all federal, state, and local laws, regulations, ordinances, and codes in relation to their activities as a Member of 7k.
- b. Anti-Bribery and Corruption. 7k prohibits Members or anyone acting on our behalf from providing any payment or benefit to any person or entity in order to improperly influence a government official, political party, or family member of the same to gain any business advantage. Violation of the provisions of this policy or any applicable anti-corruption law shall be deemed a material breach these terms and may subject the Member to civil or criminal liability, including cancellation of the Membership and 7k account.
- c. Members may not give gifts, services, perks, entertainment, or other items of more than token or nominal monetary value to any employee of 7k. Gifts of nominal value are only permitted if they are received on an infrequent basis and only on appropriate occasions.

19. TRADEMARKS AND COPYRIGHTS

7k Customers and Members may not use 7k's copyrighted material, proprietary trade names, trademarks and service marks (collectively "marks"), without 7k's express, written consent for each use. 7k will not allow the use of its marks, designs, logos or symbols, or any derivatives or abbreviation thereof, by any person, including 7k Members, in any manner without its prior written permission.

7k Members may be liable to 7k for any damages arising out of their misuse or misappropriation of 7k's marks, copyrights and other intellectual property rights, in any form, except as approved in writing by 7k.

20. EFFECT OF CANCELLATION OR TERMINATION

- a. A Member may cancel their account at any time, for any reason by emailing Customer Support at support@7kmetals.com, or by writing 7k at its principal business address of:

3640 S Yellowstone Hwy
Idaho Falls, ID 83402
- b. Cancellation will take effect starting from the date it was received at the Corporate Office. The email or written notice must include the 7k Member's signature, printed name, address, and 7k Member I.D. Number.
- c. Following a cancellation or non-renewal of a 7k Membership, for any reason (a "cancellation"), the former 7k Member shall lose and forfeit all rights and claims to the benefits and services provided to 7k Members or 7k Associates (if applicable).
- d. A benefit of being a 7k Member is a license to use soundmoney® wallet and private vaulting services. If a Member cancels or fails to renew their Membership, or if a Membership is terminated by

7k, the Member will be allowed to withdraw and request delivery of assets held by these services. 7k will make reasonable attempts to notify the Member that their abilities to use these services have ended. 7k will also notify the Member at the time of termination, that the Member will be charged storage fees on a monthly basis for storing Member assets in soundmoney® wallet and its

- e. related private vaulting service, until they are removed from these services.
- f. 7k reserves the right to deduct and offset any storage fees and costs resulting from a member's assets being stored after cancellation of the Membership. If the Member does not respond to requests to retrieve the Member's assets from the services after 90 days from the date of cancellation, the assets will be considered abandoned. Any unpaid storage fees and related costs will be deducted monthly from the balance held in the soundmoney® wallet.
- g. 7k reserves the right to terminate any and all 7k Memberships and accounts upon thirty (30) days written notice in the event that it elects to cease business operations or dissolve as a corporate entity.

21. DISCLAIMER OF LIABILITY

- a. Release. TO THE EXTENT PERMITTED BY LAW, 7k, ITS DIRECTORS, OFFICERS, OWNERS, EMPLOYEES, ASSIGNS, SUCCESSORS, AGENTS, AND AFFILIATED COMPANIES (COLLECTIVELY REFERRED IN THIS SECTION AS "AFFILIATES"), SHALL NOT BE LIABLE FOR, AND THE CUSTOMER/MEMBER RELEASES THEM FROM, ANY AND ALL CLAIMS FOR ANY LOSS OF PROFITS, INDIRECT, DIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY OTHER LOSS INCURRED OR SUFFERED BY THE CUSTOMER/MEMBER AS A RESULT OF: (A) THE CUSTOMER/MEMBER'S BREACH OF THESE TERMS; (B) THE IMPROPER PROMOTION OF 7k PRODUCTS OR 7k MEMBERSHIP; (C) ANY INCORRECT OR WRONG DATA OR INFORMATION PROVIDED BY THE CUSTOMER/MEMBER TO 7k; OR (D) THE FAILURE TO PROVIDE ANY INFORMATION OR DATA NECESSARY FOR 7k TO OPERATE ITS BUSINESS, INCLUDING WITHOUT LIMITATION, THE CUSTOMER ENROLLMENT AND ACCEPTANCE AS A MEMBER OR 7k ASSOCIATE, OR THE PAYMENT OF COMMISSIONS. 7k WILL NOT BE RESPONSIBLE FOR THE LOSS OF ANY COMMISSIONS OR OTHER PAYMENTS BECAUSE OF ERRORS OR DELAYS IN RECEIVING AGREEMENTS, ORDERS, CHANGES OR OTHER NECESSARY INFORMATION.
- b. Disclaimer of Warranties. 7k AND ITS AFFILIATED COMPANIES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE 7k PRODUCTS, 7k CONTENT, 7k MEMBERSHIP OR ANY TOOLS PROVIDED BY 7k FOR ANY PURPOSE. TO THE EXTENT PERMITTED BY LAW, THE 7k PRODUCTS, MARKETING MATERIALS, AND TOOLS ASSOCIATED WITH 7k MEMBER (IF ANY) ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. 7k DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE PRODUCTS, MARKETING MATERIALS, AND TOOLS ASSOCIATED WITH 7k MEMBERSHIP INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
- c. No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.
- d. Limitation of Liability. IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, 7k IS DETERMINED TO HAVE ANY LIABILITY TO THE CUSTOMER/MEMBER OR ANY THIRD PARTY, THE PARTIES AGREE THAT 7k'S AGGREGATE LIABILITY WILL BE LIMITED TO THE LESSER OF (i) THE TOTAL AMOUNT OF THE CUSTOMER/MEMBER'S PERSONAL PURCHASES DIRECTLY FROM 7k, IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.

22. INDEMNIFICATION

- a. The Customer/Member agrees to indemnify, defend and hold 7k and its Affiliates harmless, at their own expense, against any third-party claim, suit, action, or proceeding (each, an "Action")

brought against 7k (and its officers, directors, employees, agents, service providers, licensors, and Affiliates) by a third party not affiliated with 7k to the extent that such Action is based upon or arises out of (a) the customer's participation in the 7k Membership, (b) our use of Customer data provided to 7k, (c) the Customer/Member's noncompliance with or breach of any laws or the terms of this Agreement or the 7k terms or policies, or (d) the Customer/Member's use of any digital tools provided by 7k (if any). 7k will notify the Customer/Member in writing within thirty (30) days of 7k becoming aware of any such claim; give the Customer/Member sole control of the defense or settlement of such a claim; and provide the Customer/Member (at his/her expense) with all information and assistance reasonably requested to handle the defense or settlement of the claim. The Customer/Member agrees that they will not accept any settlement that (i) imposes an obligation on 7k; (ii) requires 7k to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on 7k without 7k's prior written consent.

23. APPLICABLE LAW

These terms are published and accepted by the customer/Member at 7k's headquarters in Idaho Falls, Idaho and 7k received, reviewed, and approved all orders and applications in the State of Idaho, and any dispute shall be subject exclusively to the jurisdiction of the State of Idaho. This agreement shall be governed by the laws of the State of Idaho, without regard to the conflict of law provisions thereof, unless the laws of the state in which the Customer/Member resides expressly require the application of its laws. In the event any party initiates an action in connection with these terms, any 7k-offered product or service, or any other dispute between the parties, the exclusive venue and jurisdiction of such action shall be in the District Court of the Seventh Judicial District in and for Bonneville County, State of Idaho.

24. DISPUTE RESOLUTION

For all disputes arising between 7k Customer(s)/Member(s) and 7k, including any 7k officer, director, manager, employee, agent, or vendor, the parties are bound by the following dispute resolution provisions:

a. Informal Resolution

Before taking or filing any other action, all grievances or complaints by any 7k Associate or Member with 7k, any 7k officer, director, manager, employee, agent, vendor, or any other 7k Member or Associate, regarding any matter arising out of or relating to 7k, must first be reported, in writing, to 7k Compliance by emailing policy@7kmetals.com, or by writing 7k Compliance at 3640 S Yellowstone Hwy, Idaho Falls, ID 83402.

b. Mediation

If informal resolution is not effective, prior to instituting an arbitration, the parties shall conference in good faith and attempt to resolve any dispute arising from or relating to these terms and policies, through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediation shall occur within sixty (60) days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorneys' fees, costs, and individual expenses associated with conducting and attending the mediation. Unless required by the jurisdiction where the 7k Associate resides, Mediation shall be held in the United States and in the State of Idaho, or such dispute resolution venue as mutually agreed by the parties. For parties residing in the United States, and U.S. Territories, mediation shall be held in the city of Idaho Falls, Idaho. Such mediation shall last no more than two (2) business days.

i. Individual Arbitration Mandatory; Class Waiver

(a) If not otherwise resolved by mutual agreement, all disputes and claims

relating to 7k, these terms, 7k's products, the rights and obligations of a 7k Member, Associate, or 7k, or any other claims or causes of action relating to the performance of either a 7k Member or 7k Associate under these terms, or any other program or agreement involving 7k, shall be settled totally and finally by binding arbitration in Idaho Falls, Idaho, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association.

THE PARTIES WAIVE ALL RIGHTS TO TRIAL BY JURY OR TO ANY COURT. ANY CLAIM OR COUNTERCLAIM FILED AGAINST 7K SHALL BE FILED ONLY ON AN INDIVIDUAL BASIS AND NOT WITH ANY OTHER PARTY OR AS PART OF A CLASS ACTION OR REPRESENTATIVE ACTION OR AS A PRIVATE ATTORNEY GENERAL.

(b) There shall be one arbitrator, who shall be an attorney or retired judge with expertise in business law transactions, with preference being an arbitrator knowledgeable in affiliate marketing or the direct selling industry. The Parties delegate to the arbitrator any dispute regarding the scope or enforceability of this arbitration agreement, including any claims that the agreement to arbitrate is unenforceable, unconscionable, void, or voidable.

(c) Any order made by the arbitrator pertaining to permissible discovery shall be made consistent with the intent of the Parties that arbitration be an efficient, speedy and cost-effective process by which the Parties will resolve their disputes. Unless otherwise limited by the Arbitrator, the scope of discovery is as follows:

(i) Parties may obtain discovery regarding any nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit.

(ii) Information within this scope of discovery need not be admissible in evidence to be discoverable, if the discovery appears reasonably calculated to lead to the discovery of admissible evidence.

(iii) The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure.

(iv) The arbitration shall occur within one hundred and eighty (180) days from the date on which the arbitrator is appointed, and shall last no more than five (5) business days; and

(v) The Parties shall be allotted equal time to present their respective cases, including cross-examinations.

(d) Such arbitration shall be confidential; the Parties shall not make public any claims being asserted, any discovery or testimony in the arbitration proceeding, or the result, except to the extent necessary to compel compliance with this provision or to confirm or enforce the award in a court proceeding.

(e) The decision of the arbitrator shall be final and binding on the parties and may, if need be, be reduced to a judgment in any court of competent jurisdiction.

(f) Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. If 7k is the plaintiff or petitioner in any arbitration proceeding and the defendant/responding 7k Associate does not assert any counterclaims, at the written request of the defendant/responding 7k Associate, 7k shall advance the arbitration fees for the defendant/responding 7k Associate.

(g) Notwithstanding the foregoing, nothing in these Policies and Procedures shall prevent either party from applying to and obtaining from any court having

jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect its intellectual property rights, unauthorized disclosure of confidential or proprietary information, and/or to enforce its rights under the non-solicitation provision of the 7k Agreement.

(h) This agreement to arbitrate shall survive the cancellation or termination of the 7k Agreement.

ii. Actions Permitted

EXCEPT FOR ACTIONS FOR BREACH OF 7K'S PROPRIETARY RIGHTS, NO ACTION FOR ANY ACT OR OMISSION, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. FAILURE TO BRING SUCH ACTION WITHIN ONE YEAR SHALL BAR ALL CLAIMS AGAINST 7K FOR SUCH ACT OR OMISSION. THE PARTIES WAIVE ALL CLAIMS THAT ANY OTHER STATUTES OF LIMITATIONS APPLIES.

For international markets: Any disputes, controversies, or claims arising out of or relating to the 7k Agreement, or the breach thereof, including any questions regarding its existence, validity or termination, if not resolved by mutual agreement or mediation, shall be referred to and finally resolved by arbitration in the country or jurisdiction in which the 7k Member(s) operates or conducts a 7k business, in accordance with the Arbitration Rules of the country or jurisdiction for the time being in force, which rules are deemed to be incorporated by reference into this policy. The arbitration tribunal shall consist of one arbitrator to be appointed by the Chairman of the Country/Jurisdiction's Arbitration Center, and the language of the arbitration shall be English. To the extent permitted by law, the prevailing party in any proceeding (whether in arbitration or court proceedings or otherwise) shall be entitled to an award of legal fees and costs on an indemnity basis.

c. Governing Law, Jurisdiction, and Venue

i. For the United States and US territories:

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Bonneville County, State of Idaho. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of the State of Idaho shall govern all other matters relating to or arising from the 7k Agreement.

ii. For international markets:

The 7k Agreement shall be governed by the laws of the country or jurisdiction in which 7k operates or conducts business.

d. 7k and its Members have a contractual duty to act in good faith and fair dealing, and to conduct themselves with integrity and in compliance with all applicable laws and the 7k policies. Upon any dispute, the Parties agree as follows:

i. **Informal Resolution.** When a Member has a grievance or complaint with 7k or any other 7k Member or Associate, regarding any matter arising out of or relating to 7k the Member agrees to first report the problem to 7k Compliance by emailing policy@7kmetals.com, or by writing 7k Compliance at

3640 S Yellowstone Hwy
Idaho Falls, ID 83402

ii. **Mediation.** Prior to instituting an arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to these terms and policies, through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as

mediator. The mediation shall occur within sixty (60) days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorneys' fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in the relevant dispute resolution venue as assigned or defined by the jurisdiction where the 7k customer or Member enrolled in 7k. As in the case of the United States and US Territories, mediation shall be held in the city of Idaho Falls, Idaho. Such mediation shall last no more than two (2) business days.

iii. Arbitration Mandatory; Class Waiver.

(a) All disputes and claims relating to 7k, these terms, 7k's products, the rights and obligations of a 7k Member or 7k, or any other claims or causes of action relating to the performance of either a 7k Member or 7k Associate under these terms, or any other program or agreement involving 7k, shall be settled totally and finally by binding arbitration in Idaho Falls, Idaho, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. Any claim or counterclaim filed against 7k shall be filed only on an individual basis and not with any other party or as part of a class action or representative action or as a private attorney general.

(b) There shall be one arbitrator, who shall be an attorney or retired judge with expertise in business law transactions, with preference being an arbitrator knowledgeable in affiliate marketing or the direct selling industry. The Parties delegate to the arbitrator any dispute regarding the scope or enforceability of this arbitration agreement, including any claims that the agreement to arbitrate is unenforceable, unconscionable, void or voidable. Any order made by the arbitrator pertaining to permissible discovery shall be made consistent with the intent of the Parties that arbitration be an efficient, speedy and cost-effective process by which the Parties will resolve their disputes. Such arbitration shall be confidential; the Parties shall not make public any claims being asserted, any discovery or testimony in the arbitration proceeding, or the result, except to the extent necessary to compel compliance with this provision or to confirm or enforce the award in a court proceeding. The decision of the arbitrator shall be final and binding on the parties and may, if need be, be reduced to a judgment in any court of competent jurisdiction.

25. ACTIONS PERMITTED

EXCEPT FOR ACTIONS FOR BREACH OF 7K'S PROPRIETARY RIGHTS, NO ACTION FOR ANY ACT OR OMISSION, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. FAILURE TO BRING SUCH ACTION WITHIN ONE YEAR SHALL BAR ALL CLAIMS AGAINST 7K FOR SUCH ACT OR OMISSION. THE PARTIES WAIVE ALL CLAIMS THAT ANY OTHER STATUTES OF LIMITATIONS APPLIES.

26. FORCE MAJEURE

Neither party will be responsible for failure or delay of performance if caused by or resulting from an act of war, hostility, or sabotage; act of God; public health emergency or pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

27. SEVERABILITY

If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

28. NOTICES

I agree that 7k may send any required Notice to my email address or mailing address on file with 7k, or by telephone call to the telephone number on record in my account, provided the call is recorded. I agree to send any notices required to be sent to 7k by email to 7k Compliance at policy@7kmetals.com, or by U.S. Mail to 7k Compliance, at 3640 S Yellowstone Hwy, Idaho Falls, ID 83402, attention: Legal Department.

29. ASSIGNMENT

This agreement and the rights and obligations hereunder may not be assigned or delegated without the prior written consent of 7k. Any attempt to transfer or assign this Agreement without the express written consent of 7k renders this Agreement voidable at the option of 7k and may result in termination of this Agreement for cause. I agree that 7k may assign this Agreement to any affiliate or in the event of merger, reorganization, sale of all or substantially all our assets, change of control or operation of law.

30. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity (other than the parties hereto) any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

31. NO LICENSES

7k grants only the rights and licenses expressly stated in these terms, and grant no other rights or licenses with respect to 7k, the 7k Products, 7k trademarks, or any other property or right belonging to 7k.