

**JEFFERSON GOLD ACCOUNT AGREEMENT**  
**Last Updated: February 15, 2026**

This Account Agreement (“Agreement”) is entered into by and between CGold Technologies LLC, doing business as Jefferson Gold Group (“Jefferson Gold,” “Company,” “we,” “our,” or “us”), and the individual or entity identified below (“Customer,” “Client,” “you,” or “your”). This Agreement governs all past, present, and future transactions, communications, and interactions between you and Jefferson Gold, including but not limited to the purchase, sale, delivery, storage, and liquidation of precious metals and related services.

**IMPORTANT LEGAL NOTICE:** PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT CONTAINS A MANDATORY BINDING ARBITRATION PROVISION, A WAIVER OF JURY TRIAL, AND A WAIVER OF CLASS AND REPRESENTATIVE ACTIONS.

JEFFERSON GOLD IS NOT A FINANCIAL ADVISOR, TAX ADVISOR, LEGAL ADVISOR, BROKER, OR FIDUCIARY. YOU ARE STRONGLY ENCOURAGED TO CONSULT YOUR OWN ADVISORS BEFORE ENTERING INTO ANY TRANSACTION.

By placing an order, signing this Agreement, providing verbal consent, or otherwise transacting with Jefferson Gold, you acknowledge that you have read, understood, and agreed to be legally bound by this Agreement.

**Scope of Services; TelephoneOnly Transactions.** Jefferson Gold is a commercial retailer of physical precious metals, including large and fractional bullion, seminumismatic, and numismatic products. All transactions are conducted exclusively by telephone. The Jefferson Gold website is informational only and does not constitute an offer to sell. Verbal orders placed with Jefferson Gold representatives constitute legally binding contracts.

**Account Nature; SelfDirected Transactions.** All accounts are selfdirected, and Customer alone is responsible for all transaction decisions, product selection, timing of purchases and sales, and understanding of costs, spreads, risks, and prevailing market conditions. Jefferson Gold does not assess suitability and does not provide investment, tax, or legal advice.

**Individual Retirement Account (IRA) Transactions.** To the extent Jefferson Gold facilitates transactions involving qualified retirement accounts such as Individual Retirement Accounts (“IRAs”), 401ks, 403bs, TSPs, Roth, Traditional, SEP, 457s or other (“IRAs”), Simple such services are provided solely in a nondiscretionary, administrative capacity. Jefferson Gold is not an IRA custodian, trustee, administrator, fiduciary, or advisor, and does not provide tax, legal, or retirement planning advice. All IRA transactions are self-directed by the Customer and executed through an independent, third-party custodian or administrator selected by the Customer. Jefferson Gold has no control over, and no responsibility for, the administration, compliance, reporting, valuation, storage arrangements, or tax treatment of any IRA assets. Customer acknowledges that precious metals held within an IRA must comply with applicable Internal Revenue Code requirements and custodian rules, and that failure to comply may result in disqualification, taxes, penalties, or other adverse consequences. Customer is solely responsible for confirming eligibility, suitability, and compliance of any IRA transaction with their custodian and advisors. Jefferson Gold makes no representation or assurance regarding the permissibility, tax treatment, performance, liquidity, or future value of precious metals purchased for or held within an IRA.

**Order Placement and Confirmation.** Orders are deemed final only upon verbal confirmation during a telephone call which may be recorded, mutual agreement on product, quantity, price, payment method, and delivery terms, issuance of a written invoice or confirmation, and receipt of good and cleared funds within the required payment period. Jefferson Gold may, in its sole discretion, permit temporary price locks subject to strict payment deadlines.

**Pricing and Spreads.** All quoted prices for precious metals products reflect Jefferson Gold's current market costs, operational expenses, and other business considerations. Prices are determined by market conditions at the time of the transaction and may fluctuate without notice. All pricing provided by Jefferson Gold is informational until an order is verbally confirmed in accordance with this Agreement. Quoted prices include spreads, which reflect market conditions, inventory risk, operational expenses, sales compensation, and other transaction-related factors. Typical spreads by product type are as follows: Large Common Bullion (one ounce or larger) approximately 13%; Fractional Bullion (less than one ounce) and SemiNumismatic products approximately 27%; Numismatic products are market-dependent. Customers acknowledge that final transaction prices are dependent on these spreads and that market fluctuations may affect the cost of executing a purchase or sale.

**Breakeven Disclosure and MarkUps.** Breakeven is not timebased and depends entirely on prevailing market prices. Precious metals past performance is not indicative of future results. Breakeven occurs only when the market value of a purchased product exceeds the Customer's total acquisition cost. Customers understand that the markup represents the minimum price increase required to reach breakeven. Markups vary by product type and reflect acquisition costs, inventory risk, operational expenses, sales compensation, and market demand. Typical markups by product type are as follows: Large Common Bullion (one ounce or larger) approximately 15%; Fractional Bullion (less than one ounce) approximately 37%; SemiNumismatic approximately 37%; Numismatic products are market-dependent. These markups are illustrative and not guaranteed. Jefferson Gold makes no representation or assurance that breakeven will occur within any specific timeframe or at all. For avoidance of doubt, disclosed markups, spreads, and breakeven concepts are provided solely for transparency and informational purposes and do not constitute a prediction, projection, recommendation, or assurance of future pricing, performance, or profitability.

**Payment Terms.** Payment for any transaction must be received within 24 hours from the date of purchase. Accepted payment methods for direct transactions for delivery or storage or qualified retirement account transactions may include bank wire, ACH or eCheck, personal or business check, cashier's or certified check, money order, and select cryptocurrencies, subject to Company approval. Payment deadlines are strict, and failure to remit payment timely may result in liability for market losses and related costs. Customer agrees to provide accurate information, cooperate with any required identity verification, and comply with all applicable anti-money laundering (AML) and know-your-customer (KYC) procedures.

**Cancellation, Returns, and Market Loss Policy.** All confirmed orders are binding and noncancelable except through offsetting market transactions. In the event of cancellation, Customer is responsible for all market price differentials, hedging losses, and administrative costs, and all market gains shall belong exclusively to Jefferson Gold. Returns, if permitted, are limited to five (5) business days from delivery, are subject to inspection, market loss adjustments, shipping and insurance costs, and product eligibility requirements, and certain products are nonreturnable.

**Shipping, Title, and Risk of Loss.** Title to and risk of loss for all products pass to Customer upon delivery to the carrier or designated depository. Delivery times are estimates only, and Customer is

responsible for providing accurate delivery information. Additional charges may apply for reshipping, redelivery, or storage. No product is shipped without receipt of full payment and a signed copy of this Account Agreement.

**Inspection Upon Receipt.** Customer must inspect all shipments immediately upon receipt, and any discrepancies or claims must be reported within twentyfour (24) hours of delivery, after which the shipment shall be deemed accepted.

**Storage Services (If Applicable).** At Customer's request, Jefferson Gold may facilitate third party storage, which shall be governed solely by separate agreements between Customer and the independent depository.

**Holding Periods, BuyBacks and Liquidations.** Jefferson Gold may, in its sole and absolute discretion, maintain a buy and sell market for its clients; however, any repurchase or buyback of products previously sold is not guaranteed and remains entirely discretionary. Jefferson Gold's buyback program is subject to a required minimum holding period of three (3) to five (5) years. If a Customer elects to sell their precious metals prior to satisfying the applicable holding period, Jefferson Gold is under no obligation to provide a buyback bid, and any sale or liquidation value will instead be based on the then-current market prices available at the time of sale. Notwithstanding the foregoing, the Customer retains the unrestricted right to sell, transfer, or otherwise dispose of their precious metals to any third party at the Customer's sole discretion.

**No Fiduciary Relationship; Sales Compensation.** Jefferson Gold representatives are commissioned salespersons and may receive higher compensation for certain products. They are not Customer's agents, fiduciaries, or advisors.

**Taxes and Legal Compliance.** Customer is solely responsible for all taxes, reporting obligations, and compliance with applicable laws, including export controls, sanctions, and anti-money laundering requirements. Jefferson Gold does not provide tax or legal advice.

**Risk Disclosure.** Customer acknowledges that transactions in precious metals are speculative, subject to market volatility, and may result in loss of principal. Precious metals do not generate income, dividends, or interest, and past performance is not indicative of future results.

**Communications and Call Recording Consent.** By transacting with Jefferson Gold, Customer consents to recorded and monitored telephone calls, communications via phone, email, and text message, and the use of automated dialing technology where permitted by law, and may opt out of nonessential communications.

**Arbitration; Class Action Waiver; Jury Waiver.** All disputes shall be resolved by final and binding individual arbitration administered by JAMS pursuant to the Federal Arbitration Act. Customer waives any right to a jury trial or to participate in any class or representative action. California substantive law shall apply, venue shall be in California, and the validity of the class action waiver shall be determined exclusively by a court of competent jurisdiction. If any portion of this clause is found unenforceable, the remainder shall remain valid.

**Limitation of Liability.** To the maximum extent permitted by law, Jefferson Gold shall not be liable for any indirect, incidental, special, emotional or consequential damages, and total liability shall not exceed the total spread or markup paid by Customer on the disputed transaction.

**Indemnification.** Customer agrees to indemnify, defend, and hold harmless Jefferson Gold from and against all claims, losses, damages, penalties, liabilities, and expenses arising from Customer's breach of this Agreement, failure to pay, market losses, failure to obtain independent advice, or violation of applicable laws or regulations.

**Force Majeure.** Neither party shall be liable for delays or failures in performance caused by events beyond its reasonable control.

**Severability; Assignment.** If any provision is held unenforceable, the remaining provisions shall remain in full force and effect. Jefferson Gold may assign this Agreement without restriction, and Customer may not assign without prior written consent.

**No Reliance.** Customer acknowledges that they are not relying on any statements, representations, or advertising by Jefferson Gold beyond the terms contained in this Agreement.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles.

**Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements. Jefferson Gold may update or amend this Agreement upon prior notice to the Client, and the Client's continued transactions, use of services, or business dealings after such notice shall constitute acceptance of the updated terms, which shall apply prospectively from the effective date of the notice.

**Customer Acknowledgment and Signature.**

Customer Name (Printed):

Joint Customer Name (Printed):

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Signature: \_\_\_\_\_

\_\_\_\_\_  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_