

**JANGUARD INC DELIVERY AND ACCOUNT AGREEMENT**

Customer Name \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Street Address \_\_\_\_\_

(\_\_\_\_) \_\_\_\_\_

Daytime Phone

(\_\_\_\_) \_\_\_\_\_

Evening Phone

**In consideration of the transaction and all future buy and sell orders between Janguard, an "S" corporation headquartered in the great state of Texas and Customer, Customer represents that customer's name and address are as indicated above, and agrees as follows:**

1. Agree to Read: Customer agrees that this document is short, written in clear simple language and that the he/she has read it in its entirety.
2. Jurisdiction: Janguard can not control who contact us or where they reside, therefore customer agrees the sole jurisdiction of all transactions is Texas. By signing this agreement customer is doing business in Texas and agrees to handle all disputes solely within Texas.
3. Permission to Contact: By signing this agreement, you hereby expressly authorize only Janguard to update you via mail or telephone at the address and number(s) provided or supplied above, irrespective of whether or not your telephone numbers appear in the national "Do Not Call" registry. The Customer may demand by letter or by phoning a senior manager that Janguard discontinue contact at any time.
4. Cancellation: Cancellation of any recorded confirmed order before finalized is subject to a four percent fee, plus any fluctuations in the market prices. All orders are final once an account agreement, signed invoice or payment (whichever occurs first) is received by Janguard.
5. The Customer assumes the risk of all investment decisions regarding all purchased items. Janguard makes no guarantee or representation regarding the Customer's ability to profit from any purchase or any representation regarding any tax implications of any purchase. Under no circumstances shall Janguard or its employees be held liable for any direct or indirect damages or losses arising from a Customer's purchase or liquidation. There are no managed accounts, so the Customer alone decides what items to buy and when to buy, sell or trade.
6. Dispute Resolution. Any Customer's unresolved controversy regarding all transactions between Janguard and the Customer will be resolved by mandatory, binding arbitration with the American Arbitration Association, via phone for client convenience. Janguard and the Client agree to abide 100% by the arbitration decision. If any additional legal proceedings are necessary, the Customer consents that the sole jurisdiction venue shall be the state of Texas only and that the customer shall cover both parties legal and travel expenses. Customer agrees that their depository or custodian are separate firms and agrees to hold Janguard harmless in a dispute between these and any other firms.
7. Reputation: The Customer understands and agrees that Janguard's reputation is valuable, and the customer agrees to send a certified letter to Janguard outlining any issue at least twenty-one days before making any online negative review (less than 5 stars) or official complaint, giving Janguard adequate time investigate and to resolve and correct any customer issue. In the event notice is not given to Janguard customer agrees to withdraw such complaints or to pay Janguard ten thousand dollars per event if customer violates this provision.
8. Purchase Price: The price for bullion includes a buy/sell spread that is currently between two and eight percent, while the spread on semi-numismatic, proof or rare coins currently averages between eight and twenty-seven percent. Buy/sell spreads may fluctuate as Janguard sees fit and or according to market conditions. Spreads must be overcome before customer reaches their transaction breakeven point.
9. Risk & Holding Period: Bullion proof coins, and rare coins must be considered a long-term investment. Customers should be prepared to hold their purchases for at least three to five years, and should not invest more than twenty percent of their available capital in metals. Holding precious metals long-term may not result in a profit. Because of the volatility and unpredictability of this market, precious metals are not suitable for anyone seeking income producing investments. Customer understands Janguard does not influence or control this or any market.
10. Delivery. Your purchase will be shipped between three and ten days after Janguard has received full cleared payment and maybe longer for IRA proof investments over \$100,000. Janguard will choose the method of delivery and fully insure all orders In the event items purchased from Janguard are lost in transit to Customer or custodians depository, Janguard will either refund the full purchase price or replace the items with identical ones at Janguards choosing and within sixty days of claim being filed with USPS, FED EX or UPS in order to investigate.
11. Customer Remedies: A. Janguard has never had a claim of counterfeit products, but any such claim must be made within reasonable period of one year of you or your depository receiving any purchase. If a claim is verified by any nationally-recognized, third-party dealer, a full exchange will be made. Janguard will either refund the full purchase price or replace the item(s) at their choosing. However, within fifteen days of purchase, Customers may (for any reason whatsoever) replace any numismatic coin with the same numismatic coin of equal value.  
B. Although Janguard has never failed to buy back from clients and encourages clients to approach us first with the desire to liquidate the law prohibits any firm from guaranteeing to repurchase any items. All items at all firms carry a buy (entry price) sell (exit price) spread (difference).
12. Miscellaneous: Unless the parties agree otherwise in writing, the terms of this Account Agreement, as set forth above, shall govern the initial and any additional transactions between Janguard and the Customer. If any provision of this Agreement is determined to be unenforceable, it shall be considered severed while the remaining terms of the Agreement remain in full force.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, THAT I DO UNDERSTAND AND I DO AGREE TO ABIDE 100% BY ALL 12 TERMS OF THIS BINDING AGREEMENT BETWEEN MYSELF AND JANGUARD INCORPORATED, A TEXAS CORPORATION:**

**CUSTOMER SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_