



SOUNDMONEY USER AGREEMENT

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USER AGREEMENT

I. INTRODUCTION

Sound Money, LLC is a Delaware limited liability company doing business as **SOUNDMONEY®**¹. SOUNDMONEY offers its Members access to SOUNDMONEY® WALLET, an online digital ledger and dashboard, provided as software as a service with premium access to private, secure vaulting services for their precious metals through a trusted third-party vault.

SOUNDMONEY® WALLET facilitates the purchase, sale/liquidation, private storage, and management of physical gold and silver in a secure and fully insured, private third-party vault (the "Vault"). SOUNDMONEY® WALLET and the Vault services are collectively referred to as SOUNDMONEY® Services.

To utilize SOUNDMONEY® Services, Members must separately agree to a separate Private Vault Custody Agreement, provided by the private Vault company, which provides secure, private vault storage for precious metals.

By setting up access to SOUNDMONEY® WALLET or using SOUNDMONEY® Services, you agree to the terms and conditions of this User Agreement, which is a contract between you and SOUNDMONEY (the "User Agreement"). This User Agreement governs your relationship with SOUNDMONEY and your use of SOUNDMONEY® Services.

SOUNDMONEY services may not be available in all countries where SOUNDMONEY is open and authorized to do business. However, to use the services, you must have a valid bank account linked to the SOUNDMONEY® WALLET, and complete required Know Your Customer diligence to use and access SOUNDMONEY® Services.

In addition to this User Agreement, you acknowledge that you are bound by the following agreements, which are incorporated herein:

- Private Vault Custody Agreement
- SOUNDMONEY Privacy Policy
- SOUNDMONEY Terms of Use

LEGAL NOTICE

THIS IS A BINDING CONTRACT. BY ACCEPTING THESE TERMS OR BY USING THE SOUNDMONEY® SERVICES, YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS IN THIS USER AGREEMENT. THE TERMS INCLUDE AN AGREEMENT TO RESOLVE DISPUTES BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS AND NOT AS A PART OF A GROUP OR CLASS.

¹ SOUNDMONEY® is a registered trademark of Sound Money, LLC. All rights reserved.

II. IMPORTANT NOTICES AND DISCLOSURES

A. GENERAL DISCLAIMER

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. Information provided on SOUNDMONEY's website is for informational purposes only. SOUNDMONEY, 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.

B. NOTICE OF ANTI-MONEY LAUNDERING & KNOW YOUR CUSTOMER REQUIREMENTS

SOUNDMONEY® stores and facilitates the purchase and sale of physical gold and silver bullion and is 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 SOUNDMONEY'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.

C. NOTICE THAT SOUNDMONEY IS NOT A BANK

SOUNDMONEY facilitates the purchase, sale, and private storage of physical gold and silver bullion through an online, digital ledger and dashboard to track and manage Vaulted Holdings. SOUNDMONEY relies on vaults, 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. Requests to transfer ownership of vaulted physical gold or silver held in participating private vaults are generally prohibited, but if effected as a courtesy, are done through SOUNDMONEY® WALLET through internal ledger entries and remain within the non-segregated vault.

D. NOTICE THAT SOUNDMONEY® WALLET IS NOT FDIC INSURED

Member funds held by SOUNDMONEY are "stored value" or "pre-paid access" that are commingled in common bank accounts. Vaulted Holdings held in participating, non-segregated vaults. All holdings are fungible, tracked, managed, and accounted for on internal ledgers. Vaulted, physical precious metal holdings stored in physical vaults are fully insured. HOWEVER, MEMBER FUNDS HELD AS PRE-PAID ACCESS ARE COMMINGLED AND HELD ON DEPOSIT IN SOUNDMONEY'S BANK ACCOUNTS ARE NOT SEPARATELY FDIC INSURED.

E. NOTICE THAT PRIVATE VAULT DISBURSEMENTS ARE SUBJECT TO APPLICABLE FEES

Private Vault services are separately provided by VaultMax, LLC, an Idaho limited liability company doing business in Idaho (the "Vault"), under a separate Private Vault Custody Agreement, which is incorporated into these Terms & 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 SOUNDMONEY membership pay a monthly or annual fee to use SOUNDMONEY® Services. Failure to maintain an active Membership through SOUNDMONEY or one of its affiliate vendors, 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. Fractional unit holdings (e.g., less than 1 troy oz for gold/silver Eagles, or less than 100 oz silver bar) may be delivered or backed in the form of precious metal shot or granules, or by a whole unit. Disbursements will not be made in an amount less than whole units, unless a Member requests disbursement in precious metal shot or granules. Members with fractional units may either request a buyback or purchase additional fractional unit metal until they have a whole unit for disbursement.

F. NOTICE ON SOUNDMONEY PURCHASES AND PRICING

The purchase of precious metal bullion facilitated by the SOUNDMONEY® WALLET may be fulfilled by SOUNDMONEY or third-party retailers and delivered to participating private Vaults for the Member's account. The SOUNDMONEY® WALLET dashboard facilitates retail transactions through its Software as a Service (SaaS) platform. 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.

G. NOTICE ON PREMIUMS

Premiums can be calculated by taking the SOUNDMONEY bullion list price less the current Spot Price, conveniently published in the header of the SOUNDMONEY dashboard. The Premium charged through 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.

H. SOUNDMONEY BUYBACK / LIQUIDATION NOTICE

Physical gold and silver bullion stored in the private Vault can be "converted" to cash by offering to sell it back through the SOUNDMONEY® WALLET. Offers to sell are digitally reviewed and processed almost immediately, 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 Price is typically based on the wholesale price for American Gold Eagle and the American Silver Eagle bullion coins. Buyback offers are typically accepted but SOUNDMONEY reserves the right to reject any Buyback offer.

I. IMPORTANT NOTICE: 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.

J. PRIVACY & REPORTING OBLIGATIONS

Consistent with the SOUNDMONEY Privacy Policy, SOUNDMONEY may share Member information with its affiliates and vendors for the purpose of providing SOUNDMONEY® Services. SOUNDMONEY values its Members' privacy and confidentiality and does not voluntarily disclose information about Members or their holdings with third parties. However, SOUNDMONEY may be compelled to provide Member information in response to subpoenas, court orders, or other regulatory or legal processes. In some circumstances, SOUNDMONEY 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.

K. **ARBITRATION & CLASS ACTION WAIVER NOTICE**

THIS ARBITRATION NOTICE AFFECTS YOUR LEGAL RIGHTS.

THE SOUNDMONEY® SERVICES ARE BEING MADE AVAILABLE AND PRICED BY SOUNDMONEY ON THE BASIS OF YOUR ACCEPTANCE OF BINDING ARBITRATION TO RESOLVE ALL DISPUTES. BY USING THE SOUNDMONEY® 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 SOUNDMONEY, THE SOUNDMONEY® SERVICES, OR THE USER AGREEMENT IN ANY COURT, EXCEPT AS EXPRESSLY PROVIDED BELOW IN SECTION XV.

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 THIS USER AGREEMENT ITSELF.

III. NOTICE OF FEES & LIMITS

	Active Soundmoney Membership	No Membership / Holdings Exceed Membership Limits ††
Monthly Membership†	\$199 per year	N/A
Vault Storage Fees	Included up to \$50,000 in vaulted Asset Value,* plus 0.3% annual storage fee above \$50,000	\$25.00 per month plus 0.05% of Asset Value*
Account Dormancy Fees†††	None	\$1.00 per month plus 0.05% of Asset Value*
Vault Audit Fees	Included in Membership	\$1.00 per month plus 0.05% of Asset Value*
SOUNDMONEY® WALLET Dashboard	Included in Membership	\$10.00 per month
Vaulted Holdings/Balance Inquiry	NO FEE	
Member-to-Member Transfers	Available only through Payquicker® – Applicable 3 rd party fees apply.	
Member Support	NO FEE	
Transfer Back to Bank Account (ACH or CHECK)	Lesser of \$25.00 or 1.5% fee** Amounts over \$10,000 per day may require secondary verification	
Physical Disbursement*** (shipped only)	Member pays shipping, handling, and insurance costs.	
Bullion Buyback/Liquidation****	OFFERED AT PUBLISHED BUYBACK PRICE Buybacks in excess of 32.15 troy ounces of gold, or 1,000 troy ounces of silver, or with a face value in excess of \$1,000 USD per day, may require mandatory reporting. ORDER CANCELLATIONS SUBJECT TO \$35.00 FEE AND ARE SUBJECT TO MARKET LOSS POLICY.	

† SOUNDMONEY Memberships may be included in services offered by 3rd Party Licensees. Active SOUNDMONEY Memberships require timely payment of applicable membership fees and any renewal.

†† Failure to renew a SOUNDMONEY Membership or pay renewal fees or a lapse of any Membership provided by a 3rd Party Licensee will result in the suspension or cancellation of the SOUNDMONEY account, and will subject any Vaulted Holdings to applicable storage and other fees.

††† Accounts are deemed dormant if a SOUNDMONEY membership lapses and the account has no activity (i.e., purchases, or disbursements for 30 days.)

†††† Purchases of vaulted bullion are facilitated by the SOUNDMONEY® WALLET but may be made or offered by third-party precious metal retailers or affiliates of SOUNDMONEY.

* Asset Value, also referred to as Fair Market Value ("FMV") is based on the Retail Value published by SOUNDMONEY for the quantity and class of Assets.

** Fees are assessed as a percentage of the value at the time of the transaction.

*** Physical disbursements can only be made for whole unit quantities, depending on the class and type of metal (i.e., no fractional units). Fractional ounces are backed by the Vault in shot or granules. Upon request, the Vault may disburse fractional ounces in shot or granules. Depending on quantity disbursed, the Vault may charge a one-time Disbursement Fee of \$35.00. **Disbursement fees and costs are deducted from and offset against vaulted metal holdings at the published Buyback Price.**

**** Buyback of vaulted bullion is facilitated by the SOUNDMONEY® WALLET but may be made or accepted by third-party precious metal retailers or affiliates of SOUNDMONEY. Bullion buyback are based on currently published SOUNDMONEY Buyback Price for the class and quantity of metal offered. SOUNDMONEY and its Affiliate retailers reserve the right to accept or reject any buyback offer, and

Vault customers may request physical disbursement in lieu of buyback at their discretion.

IV. ELIGIBILITY TO USE SOUNDMONEY

A. In order to use SOUNDMONEY® Services, you must have an active SOUNDMONEY account in good standing, with an eligible bank account linked to the SOUNDMONEY® WALLET.

1. SOUNDMONEY users must pay the applicable monthly Membership fee and for each renewal period thereafter.

2. SOUNDMONEY membership may be provided, by license, through third-party vendors or businesses by contract with SOUNDMONEY ("3rd Party Licensees"). When SOUNDMONEY membership is procured by membership with 3rd Party Licensees, SOUNDMONEY users must maintain a current, active account with the 3rd Party Licensee.

B. If a SOUNDMONEY membership lapses or if a Membership with a 3rd Party Licensee is cancelled or suspended for any reason, access to SOUNDMONEY® Services may be suspended and will become subject to standard vault storage, dormancy, or other administrative fees.

C. If a linked bank account is closed or becomes inaccessible, the functionality of the SOUNDMONEY® WALLET will be limited, including potentially the ability to add or withdraw funds from the SOUNDMONEY® WALLET.

D. USE OF ANY SOUNDMONEY® SERVICES CONSTITUTES ACCEPTANCE OF THIS USER AGREEMENT.

E. Additionally, to become a SOUNDMONEY® Member and use SOUNDMONEY® Services, you must first meet ALL of the following requirements:

1. **Age and Residence:** Must (i) be 18 years of age (or attained the legal age of majority), and (ii) be a legal resident in the country of residence ("Home Country"), and (iii) have the legal capacity to accept this User Agreement;

2. **Acceptance:** Review, accept and digitally sign this User Agreement (without alteration) through SOUNDMONEY's online enrollment process or by using the SOUNDMONEY® services.

3. **Valid Tax ID:** Provides SOUNDMONEY with a valid Tax Identification Number (TIN) associated with the legal name of the Member, and documentation that proves residency and/or tax status in the resident country of enrollment. Each SOUNDMONEY Account may only have a single legal owner, which must have a unique TIN. SOUNDMONEY reserves the right to charge, deduct, and offset against the Member's SOUNDMONEY® Wallet balance or holdings or method of payment, any fees, fines, or costs associated with an invalid or incorrect TIN.

4. **Current Contact Information and Method of Payment:** Provide SOUNDMONEY with a valid email address (not already associated with another SOUNDMONEY® WALLET account, a current mailing address, and a valid method of payment and/or successfully linked bank account.

5. **KYC:** Timely provide requested information and documentation to satisfactorily complete SOUNDMONEY's Know Your Customer ("KYC") and Anti-Money Laundering (AML) diligence requirements – Members may have their SOUNDMONEY® WALLET placed on hold until the Member has satisfactorily completed all AML and KYC requirements. Failure to satisfactorily complete AML and KYC requirements may result in an account suspension or cancellation.

F. SPECIAL CIRCUMSTANCES

1. **Business Entities.** If a Member is a corporation, limited liability company, partnership, trust or other legal business entity (a "Business Entity"), they must submit a properly completed Business Entity Registration Form and the individual (natural person) managing the account must provide satisfactory legal documents requested by SOUNDMONEY to (i) confirm the tax identification number (e.g., a W-9) and verify legal status of the Business Entity, (ii) identify the Ultimate Beneficial Owner(s) (UBO), and (iii) identify the managing or controlling

officer(s), director(s), or member(s) of the entity.

NOTE: Required documents might include articles of incorporation and bylaws, certificates of organization and operating agreements, certificates of good standing, trust agreements or certificates of trust.

A Business Entity applicant must designate a responsible individual to be the Responsible Party on the account, such as the President of a Corporation, Manager of an LLC, or Trustee of a Trust. Business Entities may be required to submit an annual certification of Ultimate Beneficial Ownership to remain active and in good standing. All legal and beneficial owners and officers, managers, and directors must individually sign or agree to this User Agreement before a Business Entity can use the SOUNDMONEY® Services.

2. **Tax Exempt Entities.** Tax exempt entities which are registered and approved as tax exempt institutions under Section 501(c)(3) of the United States Internal Revenue Code or under Section 248(1) of the Income Tax Act of Canada, are a similar law in any Other Country in which SOUNDMONEY is authorized to conduct business, may become a Member and use SOUNDMONEY® Services but may be required to provide additional documentation.

3. **Minors with Parental Consent.** An individual who otherwise meets the qualifications above but is a minor within twelve (12) months of legal age in their country of residence, may apply to be considered to become a Member only by obtaining and providing SOUNDMONEY with a written consent from their parent or legal guardian. Requests to sponsor or enroll a minor must be submitted in writing to support@sound.money to receive the Parental Consent Form to be completed and submitted to SOUNDMONEY. SOUNDMONEY reserves the right to request verification and additional documentary proof of parental or custodial guardianship.

4. **Custodial Memberships/Accounts.** With the prior written approval of SOUNDMONEY's Compliance Department, a parent, grandparent, or legal guardian (a "Custodian") of a minor child may organize a Business Entity that is beneficially owned by or for the benefit of the minor child, for which the Custodian may open a SOUNDMONEY account, provided that the Business Entity is legally organized, validly existing, has a unique TIN, a unique e-mail, and the Custodian provides documentary evidence that the legal guardian of the minor child has consented to and has received written notice of the account.

5. **OFAC Compliance.** Members and their household or family members must also not be subject to sanctions or restrictions imposed by the U.S. Office of Foreign Assets Control (OFAC), legally disqualified or prohibited from doing business with a U.S. company and/or participating in network or multi-level marketing.

6. **Anti-Corruption.** If a Member is or is a close family member of a foreign government official, candidate, or political party official, such relationship must be disclosed to SOUNDMONEY at the time of enrollment or at such time as such relationship arises, for special review to ensure compliance with anti-corruption laws such as the U.S. Foreign Corrupt Practices Act (FCPA).

7. **Criminal History.** SOUNDMONEY reserves the right to reject or cancel accounts of individuals or companies found to be under a criminal justice sentence, or if previously convicted or pled no contest to a felony within the prior 7 years, or any crime of moral turpitude or involving fraud at any time or found civilly liable or criminally responsible for any tort or offense that could prejudice or bring disrepute to SOUNDMONEY or its 3rd Party Affiliates or Licensees. Individuals who are in jail or prison, or otherwise involuntarily confined to a correctional or behavioral health institution are ineligible to be SOUNDMONEY Members or use SOUNDMONEY® Services.

V. FEES & LIMITS

A. **Fees.** SOUNDMONEY® Membership fees include the cost of many SOUNDMONEY® Services. Withdrawals of stored value and physical vault disbursements may be subject to additional fees as described in the NOTICE OF FEES & LIMITS provided above. Failure to pay Membership fees when due or allowing a Membership to lapse or be cancelled for any reason will subject Vaulted Holdings and pre-paid access funds stored in the SOUNDMONEY® WALLET to regular storage, audit, and dormancy fees, described in the NOTICE OF FEES & LIMITS provided above. SOUNDMONEY may deduct any fees assessed against an account from funds stored in the SOUNDMONEY® WALLET or from current Vaulted Holdings at SOUNDMONEY's current Buyback price.

B. **Limits.** Use of the SOUNDMONEY® Services is subject to the limits provided in the NOTICE OF FEES & LIMITS provided above. SOUNDMONEY reserves the right to impose additional limits to comply with applicable laws or to facilitate enforcement of its Anti-Money Laundering ("AML") program. If and when offered by SOUNDMONEY, the purchase of prepaid access (e.g., stored value or gift certificates) to facilitate the purchase of product from SOUNDMONEY, such purchases are subject to a daily limit of \$1,000 USD per day, per person.

C. **Sale & Buyback.** The SOUNDMONEY® WALLET may facilitate the sale or buyback of gold or silver bullion for third party, retail precious metal dealers or SOUNDMONEY affiliates. Buyback prices are fixed at the time of an offer according to Buyback prices published by SOUNDMONEY for the type and quantity of metal offered. SOUNDMONEY or its affiliate retailers reserve the right to accept or reject any purchase, sale, or buyback for any reason. If a Buyback offer is rejected by SOUNDMONEY or any of its affiliate retailers, SOUNDMONEY reserves the right to fulfill the request by making a physical disbursement of the Vaulted holdings to the Member.

D. **AML/KYC Compliance.** Use of SOUNDMONEY® Services and all SOUNDMONEY® WALLET transactions are subject to KYC/AML diligence and validation and may be delayed, suspended, or cancelled in SOUNDMONEY's sole and absolute discretion. A SOUNDMONEY® Account may be suspended or placed on hold until a Member satisfactorily completes required KYC/AML diligence or appropriately responds to SOUNDMONEY compliance inquiries.

E. **Reportable Transfers.**

1. Member-to-Member transfers of a Member's pre-paid access/stored value funds are not permitted, except where provided by third-party money services businesses, such as Payquicker, subject to applicable fees. Transfers may be facilitated on the cancellation of a SOUNDMONEY® account under special circumstances, subject to currency transaction reporting.

2. Transfers of vaulted metal holdings by or among SOUNDMONEY members, or Bullion Buyback of precious metal bullion (e.g., American Gold or Silver Eagles) are also generally not permitted, except to facilitate the closing of a vault account or the private sale of vaulted holdings. When allowed to facilitate a final disbursement on the closure of an account or the change of ownership of Vaulted Holdings, such disbursements or changes are subject to transaction monitoring and inquiry by SOUNDMONEY for compliance with its AML Program and applicable anti-money laundering laws, and may be reportable to tax, law enforcement, or regulatory agencies.

3. Applicable law may require reporting obligations on the repurchase or buyback of vaulted holdings in certain asset classes.

F. **Limits are Subject to Change.** SOUNDMONEY will publish changes to applicable fees or limits, as required by law. SOUNDMONEY may lower transaction limits, impose additional limits, or cancel, delay, report, or block a Payment or transaction without prior notice for security reasons, to prevent or investigate fraud, to stop or investigate suspected illegal activity, or as otherwise described in this User Agreement. SOUNDMONEY's third party banking or credit card institutions may also impose limits or additional requirements.

G. **Limits on Use of the SOUNDMONEY® WALLET.** SOUNDMONEY may decline to

complete or may delay a purchase, transaction, or buyback: (i) if SOUNDMONEY believes it involves illegal or fraudulent conduct, or could result in a violation of applicable law or otherwise expose SOUNDMONEY or its users to liability or risk of loss; (ii) if the transfer instructions or authorization are unclear, ambiguous, or incomplete; (iii) if SOUNDMONEY identifies a security or fraud risk involving a transfer or the use of SOUNDMONEY® WALLET; (iv) SOUNDMONEY reasonably suspects that such a transfer is made for an improper purpose; or (v) as otherwise stated in this User Agreement. SOUNDMONEY is not responsible for any losses or damages that may result from a delay or cancellation of a Payment or transaction or for any failure to notify you of such delay or cancellation, except as otherwise expressly provided in this User Agreement. You agree not to use the SOUNDMONEY® WALLET in connection with unlawful domestic or international activities, including accessing or purchasing illegal goods or services.

H. **Market Loss Policy.** All order cancellations and buybacks are subject to this SOUNDMONEY Market Loss Policy. When you purchase bullion online from SOUNDMONEY®, once you submit an order, you have entered into a binding contract for the physical delivery of precious metals to the private Vault. The transaction price is fixed and any corresponding market risk is immediately transferred to and assumed by you. However, if you cancel your order or payment, file a chargeback, or SOUNDMONEY is otherwise forced to process a return/refund, you shall bear full and sole responsibility and liability to SOUNDMONEY for any market loss, plus a \$35.00 USD cancellation fee. You also agree to pay and bear full responsibility and liability to SOUNDMONEY for all fees and costs arising from SOUNDMONEY's efforts to process the original transaction or refund, including all collection costs. SOUNDMONEY shall solely retain all benefit from any market gain on the cancellation of an order, and SOUNDMONEY shall have no responsibility to you. SOUNDMONEY reserves the right to cancel any purchase order at any time and for any reason. Members may be suspended from making any future purchases or requesting a liquidation or buyback of Vaulted Holdings until all outstanding market loss and/or cancellation fees have been paid in full to SOUNDMONEY.

VI. SOUNDMONEY® WALLET TRANSACTION HISTORY

A. Members may obtain information about SOUNDMONEY® WALLET activities or history at any time and at no cost online, directly by logging into your SOUNDMONEY® WALLET account, and accessing the SOUNDMONEY® WALLET history. Access to history may be limited, depending on the type of SOUNDMONEY® Membership purchase.

B. Members may also obtain a full transaction history at any time by emailing Member Support at support@sound.money. Transaction history obtained through Member Support is subject to a \$10.00 USD per request fee.

VII. ADDITIONAL TERMS AND CONDITIONS FOR USING THE SOUNDMONEY® WALLET

A. **Transactions Non-Refundable; Risk of Loss.** Except as otherwise expressly provided herein or as otherwise required by applicable law, payments or transactions authorized in connection with the SOUNDMONEY® WALLET are non-refundable. Neither SOUNDMONEY nor its 3rd Party Affiliates are responsible for any loss of funds if you give or allow any third party to access your SOUNDMONEY account, share your username or password with any third party, give incorrect instructions or if your payment instructions are not given sufficiently in advance to allow for timely delivery of your transfer.

B. **Transactions Must Comply with Applicable Law.** You represent and warrant that all Payments and transfers of pre-paid access you make will comply with applicable law and are not the proceeds of or intended to finance any illicit or fraudulent criminal or terrorist activity or organization.

C. **No Liability for Delays or Failed Purchases/Transactions.** Except as otherwise expressly provided herein, and without limiting any other provisions of these User Agreement terms, SOUNDMONEY and its 3rd Party Affiliates will not be liable if there is a delay or failure to send a transmission of vaulted metals or funds to a designated party through the SOUNDMONEY® WALLET, including if: (i) you have insufficient pre-paid access available to complete the transaction or do not have sufficient funds within your

linked bank account; (ii) SOUNDMONEY or its third-party banking partners believe the transfer may violate applicable law, these User Agreement terms or the 7k Policies; (iii) SOUNDMONEY or 7k identifies a fraud or security risk involving the transfer or use of the SOUNDMONEY® WALLET; (iv) circumstances beyond SOUNDMONEY's control (such as fire, flood, terrorist attack, or national emergency) prevent the transfer, despite reasonable precautions; or (v) your debit card (if any) has been compromised, lost or stolen, or if SOUNDMONEY or 3rd Party Affiliates and banking partners have reason to believe that your username or password credentials have been compromised or that the transaction is not authorized by you. SOUNDMONEY cannot guarantee timely delivery of funds or shipment of Vaulted Holdings as a result of a failure of another institution or payment intermediary to act in a timely manner.

VIII. MEMBER SUPPORT

A. **Contact Information.** For Questions about your Payments or transactions, SOUNDMONEY® WALLET balance, or for technical support, please email support@sound.money. You can also find additional information regarding SOUNDMONEY at <https://help.sound.money>.

B. **Objections, Errors, and Omissions.** SOUNDMONEY users must notify Member Support immediately by email and within ten (10) business days of the date of any purported error, omission, incident involving the SOUNDMONEY® WALLET, or any objection to a policy change, decision, action, or omission of SOUNDMONEY or its 3rd Party Affiliates regarding SOUNDMONEY® WALLET balances, transactions, orders, or charges. Failure to notify Member Support within the time required constitutes of waiver and release of claims. SOUNDMONEY and its 3rd Party Affiliates will not be responsible for and shall have no duty to correct any errors, omissions or problems not reported in writing within ten (10) business days.

C. **Cooperation in Recovery Efforts.** You agree to cooperate with SOUNDMONEY and its agents and service providers in attempts to recover funds from, and to assist in the prosecution of, any unauthorized use of the SOUNDMONEY® WALLET. You agree that any unauthorized use does not include use by a person to whom you have given authority to use your SOUNDMONEY account or with whom you shared Credentials and that you will be liable for all such uses by such person(s).

D. **Disputes with Businesses.** Transfers of vaulted holdings to other Members for commercial or business purposes is not permitted by SOUNDMONEY. SOUNDMONEY is not responsible for the delivery, quality, safety, legality or any other aspect of goods or services for transactions involving precious metals using the SOUNDMONEY® WALLET. Members are solely responsible for any tax reporting for transactions involving vaulted holdings.

IX. PRIVACY AND DATA SHARING

A. The collection, use, storage, and disclosure of your information as a result of using the SOUNDMONEY® WALLET is governed by the SOUNDMONEY Privacy Policy, which is incorporated herein. As described in the Privacy Policy, SOUNDMONEY shares data regarding your SOUNDMONEY® WALLET with its 3rd Party Affiliates and banking partners, credit card processors, and money transmitters involved in facilitating the use of the SOUNDMONEY® WALLET, facilitating purchases, managing vaulted assets in the Vault, or effecting vault ledger entries, only as necessary in order to process or report payments, ledger entries, or disbursements.

X. BUSINESS HOURS

Our business hours are 8:00 am to 5:00 pm Mountain Time, Monday through Friday, excluding U.S federal holidays.

XI. INDEMNIFICATION

A. You agree to indemnify, hold harmless, and (at our request) defend SOUNDMONEY and any Program Manager, Issuer, and Depository, our and their affiliates, and our and their respective employees, officers, directors, agents, and contractors from

and against all claims, demands, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses, including reasonable attorneys' fees, that arise from any third-party claim due to or arising out of: (i) your access to or use of the SOUNDMONEY® WALLET; (ii) your breach or alleged breach of these User Agreement terms; (iii) your violation of applicable law, including, but not limited to, infringement of third-party intellectual property rights; (iv) any action SOUNDMONEY takes pursuant to your instructions; or (v) your other actions or omissions that result in liability to us.

B. SOUNDMONEY reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify SOUNDMONEY under these User Agreement terms, and you agree to cooperate with SOUNDMONEY's defense of such claims.

XII. TERMINATION

A. **Your Right to Suspend or Close your SOUNDMONEY® WALLET.** You may close your SOUNDMONEY® WALLET account by emailing support@sound.money. However, in order to close your SOUNDMONEY® account, you must first either (1) request a disbursement of your physical holdings, or (2) convert your physical, Vaulted Holdings to cash by requesting a SOUNDMONEY Buyback, and (3) transfer any fund balance in the SOUNDMONEY® WALLET to your linked bank account. Cancelled account owners may request, in writing, a check or wire disbursement of cash balances, subject to the applicable disbursement fee, as provided in the NOTICE OF FEES & LIMITS.

B. **Retained Holdings and Dormancy.** Cash balances and physical holdings remaining in a SOUNDMONEY® WALLET or vaults after cancellation, suspension, or inactivity will be subject to applicable storage, dormancy, audit, and disbursement fees.

C. **Suspension or Termination.** SOUNDMONEY reserves the right to limit, suspend, or terminate your use of the SOUNDMONEY® Services or take other account-level or transaction-level actions, including suspending or closing your SOUNDMONEY® WALLET, immediately and without prior notice to you for any reason, including, without limitation: (i) to protect the security and integrity of the SOUNDMONEY® WALLET, your SOUNDMONEY® WALLET account, or other Users and their accounts; (ii) the inability to debit or collect funds from any account you link to the SOUNDMONEY® WALLET; (iii) if you breach the terms of this User Agreement, or any other agreement with SOUNDMONEY or one of SOUNDMONEY's 3rd Party Licensees, including, without limitation, by using the SOUNDMONEY® WALLET for any unlawful purposes; (iv) SOUNDMONEY has reason to believe there has been or may be an unauthorized use of your SOUNDMONEY® WALLET account; (v) SOUNDMONEY is unable to verify your identity or authority to use the SOUNDMONEY® Services to our satisfaction; (vi) your SOUNDMONEY® Membership is not in good standing; (vii) SOUNDMONEY believes that your use of the SOUNDMONEY® Services could expose SOUNDMONEY or its 3rd Party Affiliates to increased risk or injures the name or reputation of SOUNDMONEY or its 3rd Party Affiliates in a false, defamatory, or derogatory light; (viii) your Membership with a 3rd Party Affiliate is suspended or terminated for any reason or ceases to be in good standing; (ix) SOUNDMONEY has reason to believe that you are using the SOUNDMONEY® Services to engage in, facilitate, promote, or encourage illegal or improper activity, fraud, violence, or otherwise objectionable conduct; or (x) SOUNDMONEY believes your use of the SOUNDMONEY® WALLET does not comply with applicable law. SOUNDMONEY's decision to suspend or terminate your access to and use of the SOUNDMONEY® Services is in addition to any other right or remedy that SOUNDMONEY may have under the terms of this User Agreement or otherwise. SOUNDMONEY shall have sole and absolute discretion, which may be based on proprietary fraud or risk modeling and other confidential criteria essential to SOUNDMONEY operations, risk management, and protection of SOUNDMONEY, or its 3rd Party Affiliates, and its other users. You agree that such actions are reasonable to protect SOUNDMONEY from loss and ensure the security of the SOUNDMONEY® Services. SOUNDMONEY reserves the right in our sole discretion to grant or deny reinstatement of your use of the SOUNDMONEY® Services.

XIII. OTHER LEGAL DISCLAIMERS

A. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE SOUNDMONEY® SERVICES AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT (INCLUDING THAT OF ITS 3RD PARTY AFFILIATES) INCLUDED IN OR ACCESSIBLE THROUGH THE SOUNDMONEY® WALLET ARE AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SOUNDMONEY® WALLET IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND SOUNDMONEY EXPRESSLY DISCLAIMS ANY AND ALL CONDITIONS, REPRESENTATIONS, WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

B. WITHOUT LIMITING THE FOREGOING, SOUNDMONEY MAKES NO WARRANTY THAT (A) THE SOUNDMONEY® WALLET WILL MEET YOUR REQUIREMENTS; (B) THE SOUNDMONEY® WALLET WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOUNDMONEY® WALLET WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OR VALUE OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SOUNDMONEY® WALLET WILL MEET YOUR EXPECTATIONS; OR (E) ANY ERRORS IN THE SOUNDMONEY® WALLET WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SOUNDMONEY OR ANY OF OUR AUTHORIZED REPRESENTATIVES WILL CREATE ANY WARRANTY.

C. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. HOWEVER, ANY LIMITATION WILL BE CONSTRUED TO MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

XIV. LIMITATION OF LIABILITY

A. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SOUNDMONEY AND ANY ISSUER, TRANSMITTER, DEPOSITORY, AND THEIR AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF THE SOUNDMONEY® SERVICES OR ANY INFORMATION, PRODUCTS, OR OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE THROUGH THE SOUNDMONEY® WALLET, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN THE EVENT YOU OR ANY OTHER PERSON OR ENTITY IS ENTITLED TO DIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS, USE, OR INABILITY TO ACCESS OR USE, THE SOUNDMONEY® SERVICES OR ANY INFORMATION, PRODUCTS, OR OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE THROUGH THE SOUNDMONEY® WALLET, THE COLLECTIVE LIABILITY OF SOUNDMONEY AND ANY ISSUER, TRANSMITTER, DEPOSITORY, AND THEIR AFFILIATES, AND OUR AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND CONTRACTORS (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) WILL NOT EXCEED THE GREATER OF \$100 OR THE AGGREGATE AMOUNT OF MEMBERSHIP FEES PAID IN THE PRECEDING TWELVE MONTHS.

B. IN ADDITION TO AND WITHOUT LIMITING ANY OF THE FOREGOING, SOUNDMONEY AND ANY ISSUER, TRANSMITTER, OR DEPOSITORY WILL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY RESULTING FROM ANY CONDITION BEYOND OUR REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, ACTS OF TERRORISM, LABOR CONDITIONS, POWER FAILURES, INTERNET DISTURBANCES, OR

ANY SERVICES OR SYSTEMS CONTROLLED BY THIRD PARTIES.

C. THE LIMITATIONS IN THIS SECTION DO NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

XV. BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER

THE SOUNDMONEY® SERVICES ARE BEING MADE AVAILABLE AND PRICED BY SOUNDMONEY ON THE BASIS OF YOUR ACCEPTANCE OF THE FOLLOWING INDIVIDUAL ARBITRATION PROVISION. BY 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 SOUNDMONEY, THE SOUNDMONEY® SERVICES, OR THE USER AGREEMENT IN ANY COURT, EXCEPT AS EXPRESSLY PROVIDED BELOW. 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.

THE PARTIES WAIVE ALL RIGHTS TO TRIAL BY JURY OR TO ANY COURT. ANY CLAIM OR COUNTERCLAIM FILED AGAINST SOUNDMONEY 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.

A. **Individual Arbitration Mandatory; Class Waiver.** If not otherwise resolved by mutual agreement, all disputes and claims relating to SOUNDMONEY, these terms, SOUNDMONEY® Services, the rights and obligations of SOUNDMONEY Members, or any other claims or causes of action relating to the performance these terms, or any other program or agreement involving SOUNDMONEY, 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, and subject to the following:

1. 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.

2. The Parties delegate to the arbitrator any dispute regarding the scope or enforceability of this arbitration agreement or any claim that is attempted to be joined or consolidated in arbitration with the claim of any other person or brought on a class basis, in a representative capacity, on behalf of the general public or as a private attorney general, or on behalf of any other person, and including any claims that the agreement to arbitrate is unenforceable, unconscionable, void, or voidable.

3. **Individual Claims Only.** Claims may be submitted to arbitration on an individual basis only. Claims subject to this arbitration provision may not be joined or consolidated in arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity, on behalf of the general public or as a private attorney general, or on behalf of any other person, unless otherwise agreed to by the parties in writing.

a) You acknowledge and agree that you are waiving any ability to join or consolidate your Claim in arbitration with the Claim of any other person and to bring any Claim on a class basis, in a representative capacity, on behalf of the general public, or on behalf of any other person.

b) Further, unless you and SOUNDMONEY both otherwise agree in writing, the arbitrator may not consolidate your Claim with that of any other person and may award relief only in favor of your individual Claim. The arbitrator may not award relief for or against any other party, whether directly or indirectly. If a court of competent jurisdiction deems this paragraph to be unenforceable with respect to any Claim, then the entirety of the Arbitration Notice (the "Notice") will be deemed void with

respect to such Claim.

c) Except as provided in the preceding sentence, the Notice will survive any termination of the User Agreement. Related SOUNDMONEY and its 3rd Party Affiliates are considered as one person, and SOUNDMONEY, its employees, officers, directors, agents, and affiliates are considered as one person.

B. **Arbitration Fees.** If you initiate arbitration, you will advance any arbitration fees, including any required deposit. However, SOUNDMONEY will be responsible for payment and/or reimbursement of any arbitration fees which exceed either (1) the amount of the initial filing fees you would have incurred if your Claim had been brought in the state or federal court nearest your residence with jurisdiction, or (2) \$250, whichever is lesser. If SOUNDMONEY initiates or elects arbitration, SOUNDMONEY will pay the entire amount of the arbitration filing fees, including any required deposit. Regardless of who initiates arbitration, if you substantially prevail in the Arbitration, SOUNDMONEY will pay all arbitration-related costs, including any remaining JAMS Case Management Fee and all professional fees for the arbitrator's services. If SOUNDMONEY prevails, all such fees and costs shall be shared equally among the parties.

C. **Discovery.** 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:

1. 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.

2. 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.

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

4. 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

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

D. **Confidentiality.** 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. **Decisions Binding.** 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. Notwithstanding the foregoing, nothing in this User Agreement 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, or the unauthorized disclosure of confidential or proprietary information.

F. **Actions Permitted.** EXCEPT FOR ACTIONS FOR BREACH OF SOUNDMONEY'S PROPRIETARY OR INTELLECTUAL PROPERTY 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 SOUNDMONEY FOR SUCH ACT OR OMISSION. THE PARTIES WAIVE ALL CLAIMS THAT ANY OTHER STATUTES OF LIMITATIONS APPLIES.

G. **For international markets.** Any disputes, controversies, or claims arising out of or relating to the SOUNDMONEY User 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 SOUNDMONEY Member resides, 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, each party to in any proceeding (whether in arbitration or court proceedings or otherwise) shall be solely responsible to pay their own legal fees and costs.

H. **Other Claims Subject to Arbitration.** In addition to Claims brought by either you or SOUNDMONEY, Claims made by or against an employee, agent, representative, affiliated company, or subsidiary of SOUNDMONEY or its 3rd Party Affiliates will be subject to arbitration as described herein.

I. **Exceptions.** SOUNDMONEY agrees not to invoke its right to arbitrate any individual Claim you bring in small claims court or an equivalent court with jurisdiction, so long as the Claim is pending only in that court. This arbitration provision does not limit or constrain SOUNDMONEY's right to interplead funds in the event of claims to assets associated with your SOUNDMONEY® WALLET by several parties.

J. **Survival.** This agreement to arbitrate shall survive the cancellation or termination of the SOUNDMONEY User Agreement.

K. **Severability.** Any provision of this Arbitration provision deemed unenforceable by a court of competent jurisdiction may be severed, and the remainder of this Provision shall be given full force and effect.

XVI. AMENDMENT OR CHANGE IN TERMS

A. SOUNDMONEY may modify, suspend, or discontinue the SOUNDMONEY® Services and/or revise these User Agreement terms from time to time in our sole discretion without prior notice or liability to you, subject to applicable law. If SOUNDMONEY is required to provide you with notice of any changes to these User Agreement terms, SOUNDMONEY will do so in accordance with the SOUNDMONEY Terms of Use, incorporated herein. All changes are effective upon publication on SOUNDMONEY's website. A SOUNDMONEY USER'S SOLE OPTION FOR NOT ACCEPTING ANY SUCH AMENDMENTS IS TO IMMEDIATELY CANCEL THEIR ACCOUNT, WITHIN 30 DAYS OF THE PUBLICATION DATE.

B. Subject to applicable law, your continued use of the SOUNDMONEY® Services following such notice shall be deemed to be your acceptance of such modified version of these User Agreement terms.

C. In the event that SOUNDMONEY discontinues the SOUNDMONEY® Services for any reason, your sole remedy is to request a disbursement of your Vaulted Holdings from the private Vault and/or initiate a transfer of any stored value to your linked bank account, subject to any applicable fees.

XVII. GOVERNING LAW

A. The User Agreement terms will be governed by and interpreted in accordance with the laws of the State of Idaho.

XVIII. EFFECTIVE DATE

A. **Effective Date.** The effective date of this User Agreement shall be January 5, 2023, to present.



XIX. SOUNDMONEY® Q&A

1. What is SOUNDMONEY?
 - Sound Money, LLC (doing business as SOUNDMONEY®) is a software as a service (SaaS) company that provides a digital platform to buy physical gold and silver, manage privately vaulted precious metals in a secure, third-party vault, and liquidate vaulted holdings through a convenient digital buyback process, and with the freedom to request physical delivery at their convenience (storage and disbursement fees may apply);
2. What is SOUNDMONEY® Wallet?
 - SOUNDMONEY® Wallet is the name of the cutting-edge digital SaaS platform that makes it easy to manage and track Vaulted Holdings, and buy and liquidate physical gold and silver bullion stored in participating, private vault(s).
3. How does SOUNDMONEY work?
 - SOUNDMONEY® customers purchase a qualifying Membership that gives them access to purchase and store gold and silver bullion in secure private vaults, in whole or fractional ounces, with no minimums or maximums.
 - SOUNDMONEY® Memberships can be purchased directly from SOUNDMONEY or by purchasing a Membership with a SOUNDMONEY 3rd Party Licensee.
 - SOUNDMONEY currently offers American Gold and Silver Eagles, 1-ounce gold bars, and 100-ounce silver bars for storage in participating, non-segregated private vaults.
 - All purchases facilitated by the SOUNDMONEY® WALLET are physically delivered to and stored in one or more private vaults in Idaho, as provided in a separate PRIVATE VAULT CUSTODY AGREEMENT.
 - Sales of gold and silver bullion may be fulfilled from inventory also stored in the Private Vaults, or may be immediately ordered for delivery from third-party, retail precious metal dealers.
 - All vaulted purchases are immediately fulfilled and accessible to Members via the SOUNDMONEY® WALLET dashboard.
 - Large orders in excess of available inventory are immediately ordered, paid for, and in transit for physical delivery typically occurring within 5 to 10 business days and no later than 28 days after purchase.
4. What does the SOUNDMONEY® WALLET do?
 - SOUNDMONEY® Members can use the SOUNDMONEY® WALLET to buy gold and silver bullion, track their Vaulted Holdings, and monitor current fair market value.
 - Orders placed using credit cards, ACH transfers, or prepaid access (buying power) are executed immediately at the current published price.
 - Orders paid with bank wire or personal check may be held until funds settle in the SOUNDMONEY bank account, with the transaction price fixed only upon funding and settlement of the purchase price in SOUNDMONEY's account.
 - SOUNDMONEY® Members can also quickly convert Vaulted Holdings to stored value at current Buyback prices through an easy, streamlined and all digital bullion buyback process. Bullion Buyback is facilitated by the SOUNDMONEY® WALLET but may be transacted with one of SOUNDMONEY's 3rd Party Affiliates. Once liquidated, Members can redeem and transfer pre-paid access/stored value (cash holdings) back to their linked Bank Account.
5. How do I fund my SOUNDMONEY® WALLET?
 - SOUNDMONEY® Members can fund their SOUNDMONEY® wallet by linking to their bank account (through Plaid Link) and requesting a transfer of funds from their bank to SOUNDMONEY®. Daily limits of \$1,000 USD apply.
 - SOUNDMONEY® does not accept cash, money orders, bank draft, or traveler's checks. SOUNDMONEY does accept credit cards, bank wires, cashier's checks, and checks drawn on a user's own account, upon special request, but additional

- Anti-Money Laundering Policies may apply.
 - SOUNDMONEY only accepts funds used to make same-day bullion purchases through the SOUNDMONEY® WALLET. If a Member transfers additional funds to their SOUNDMONEY® WALLET, such transfers are limited to no more than \$1,000 USD per day.
6. Where are my Vaulted Holdings actually stored?
 - SOUNDMONEY delivers all purchased Assets to a third-party Vault, operated by VaultMax, LLC, doing business in the State of Idaho.
 - The Vault has facilities in Bonneville County and Jefferson County, State of Idaho.
 - Vaulted Holdings are fully insured.
 7. Can I store precious metals I already own in the Vault?
 - Members may request to ship and store qualifying gold or silver in SOUNDMONEY's contracted vault(s). Please email Member Support at support@sound.money to make a request and receive instructions.
 - NOTE: The Private Vault reserves the right to deny or reject such requests upon review of the quantity, class, and quality of gold or silver, and depending on whether the SOUNDMONEY® WALLET is able to manage the class of metal in a non-segregated vault.
 8. Does SOUNDMONEY keep all of my physical gold and silver on hand?
 - Every ounce sold and/or vaulted through SOUNDMONEY® WALLET is backed and fully accounted for in the Vault.
 - Vaulted holdings are delivered to the vault and backed in full ounce bullion coins, with fractional ounces backed by shot or granules.
 - The Private Vault stores all gold and silver in its vaults, including in transit orders. Some holdings may be stored in third-party facilities, by contract with the Private Vault, although disbursement requests are typically fulfilled by and from holdings within the Private Vault located in Idaho.
 - The Vault uses trusted 3rd parties to conduct weekly audits of Vaulted Holdings to ensure that the Member's SOUNDMONEY® WALLET balance is physically in the Vault.
 - Requests for physical disbursements through SOUNDMONEY® WALLET are typically processed within 5 business days and are sent by the Vault through fully-insured, secured shipments right to the Member's doorstep.
 9. Are my SOUNDMONEY® Wallet assets fully insured?
 - Vaulted metals are fully insured and covered by the Private Vault's all risk insurance.
 - Stored Value held in the SOUNDMONEY® Wallet is not separately FDIC/NCUA insured. Funds held in a Member's PAYQUICKER account are separately FDIC insured.
 10. Does the Vault or SOUNDMONEY® WALLET charge any storage fees for vaulted gold or silver?
 - For SOUNDMONEY® Members with a current, active account, storage fees charged by the Vault are included in the monthly membership fee, up to the limits provided for each tier of Membership. Physical disbursement of vaulted holdings are subject to standard disbursement fees as provided in the NOTICE OF FEES & LIMITS.
 - If a Member's Vaulted Holdings exceed the Membership limit, the Member must either upgrade their Membership or be subject to additional fees.
 - For SOUNDMONEY Members whose accounts lapse or are cancelled, Vaulted Holdings that are not promptly physically disbursed and/or liquidated and withdrawn will be subject to standard storage, audit, dormancy, and other fees, as provided in the separate Private Vault Custody Agreement and the NOTICE OF FEES & LIMITS.
 11. Can a Member take physical custody or delivery of their vaulted gold or silver?
 - SOUNDMONEY® Members can request a physical disbursement from the Vault at any time. Once requested, the Vault segregates the quantity requested for

- disbursement and prepares the disbursement for secure, insured shipment to the Member's physical address through a qualified, common carrier.
- Upon special request, Members may physically pickup their Vaulted Holdings.
 - All disbursements, whether shipped by the Vault or picked up by the Member, may be subject to disbursement fees, as provided in the separate Private Vault Custody Agreement and the NOTICE OF FEES & LIMITS.
12. If a Member ships precious metals to be stored at the Vault, and later requests a disbursement, will the Vault send the original metal?
- No. Vaulted holdings are non-segregated and fungible, within distinct asset classes (i.e., gold vs silver and coins vs bars). Disbursement requests are fulfilled with the same class of bullion, but not necessarily the exact coins or bars shipped to the Vault.
 - However, if the Vault accepts certified or graded numismatic coins (where available) for storage, such holdings will be segregated.
13. Does SOUNDMONEY report activity in my SOUNDMONEY® WALLET account?
- SOUNDMONEY values its Members' privacy and confidentiality and does not voluntarily disclose information about Members or their holdings.
 - However, SOUNDMONEY may be compelled to provide Member information in response to subpoenas, court orders, or other regulatory or legal processes.
 - In some circumstances, SOUNDMONEY 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.
 - For example, cash received by a Member in the United States for business services in excess of \$600 per year may be reported on IRS Form 1099, when required by law.
14. Where does SOUNDMONEY store the funds in my SOUNDMONEY® WALLET?
- Funds transferred to the SOUNDMONEY® Wallet are considered "stored value" or "pre-paid access" within SOUNDMONEY's internal ledger, and are available for Members to make purchases through the SOUNDMONEY® platform, subject to daily limits.
 - Member Funds are commingled and held on deposit by a third-party banking institution in a bank account belonging to SOUNDMONEY®, but SOUNDMONEY does not use or leverage Member funds.
 - Member Funds in excess of daily limits may be stored in linked, segregated PAYQUICKER accounts, provisioned separately and held by third party, PAYQUICKER.
15. Are a Member's SOUNDMONEY® WALLET funds FDIC insured?
- While SOUNDMONEY's bank accounts are FDIC insured up to \$250,000, SOUNDMONEY Member cash balances are not separately FDIC insured. They are comingled with SOUNDMONEY® operating bank accounts and held and controlled by SOUNDMONEY® exclusively for the benefit of SOUNDMONEY® Members.
 - Members electing to upgrade their account to the SOUNDMONEY® Debit Card will have segregated, FDIC insured bank accounts in their own names.
16. How can I use Funds stored within SOUNDMONEY® WALLET?
- Members can use the "stored value" funds in their SOUNDMONEY® wallet as "pre-paid access" to purchase gold or silver bullion from or through SOUNDMONEY® or from an affiliated retail precious metal dealer. Purchased metal is delivered within 28 days to the custody of the Private Vault, but is immediately accessible to the Member through the SOUNDMONEY® WALLET.
 - Members can transfer the Stored Value held in the SOUNDMONEY® Wallet to the Member's bank account through Plaid Link or through Payquicker, subject to applicable transaction fees.
 - Upon a special request when closing an account under exceptional circumstances, Members can request a final payment of their cash balances by check, subject to applicable check/disbursement fees.
 - Store Value in a Member's SOUNDMONEY cash balance, can only be transferred to other SOUNDMONEY Members through a third-party money services business

like PAYQUICKER, subject to applicable fees and daily limits.

17. How can I use Vaulted Holdings?
- Vaulted holdings can be easily liquidated through the SOUNDMONEY® WALLET, subject to the terms of this User Agreement and the Private Vault Custody Agreement.
 - Vaulted holdings cannot be transferred to other SOUNDMONEY Members through the SOUNDMONEY® Wallet.
18. Can I cancel or get a refund on my bullion purchases?
- The purchase of gold and silver bullion is non-refundable. SOUNDMONEY® is prohibited by law to guarantee buyback of any commodity. However, Members can request a streamlined Bullion Buyback online through the SOUNDMONEY® WALLET at current Buyback prices.

IMPORTANT: THE LIQUIDATION OF PRECIOUS METAL BULLION MAY RESULT IN A FINANCIAL LOSS IF THE BUYBACK PRICE IS NOT GREATER THAN THE ORIGINAL PURCHASE PRICE, PLUS ASSOCIATED FEES OR CARRYING COSTS.

19. How can I liquidate my Vaulted Holdings?
- Members can request a Bullion Buyback for all or any portion of their Vaulted Holdings through the SOUNDMONEY® WALLET. SOUNDMONEY facilitates the buyback at the currently published Buyback price.
 - Bullion Buybacks are requested directly through the SOUNDMONEY® WALLET and are reviewed and almost immediately processed.
 - SOUNDMONEY® is prohibited by law to guarantee buyback of any commodity, but SOUNDMONEY typically accepts requests to buyback Vaulted Holdings.
 - SOUNDMONEY reserves the right to reject a Bullion Buyback request, in which case it will promptly disburse and ship to the Member the requested bullion. Contact Member Support at support@sound.money for questions.
20. How does SOUNDMONEY determine the listed retail prices?
- The gold and silver available for purchase through the SOUNDMONEY® WALLET is priced based on the current "Spot Price" of silver or gold, plus a market "Premium." SOUNDMONEY earns profit on each sale of gold and silver.
 - Spot Price is the current price per ounce for "paper" gold or silver, as exchanged on global commodity markets, which fluctuates based on many factors and are subject to market, economic, and political conditions.
 - The physical or retail price of silver or gold includes a "Premium" that includes wholesale and retail markups over the "paper" Spot Price and accounts for the costs of mining, refining, design, minting, marketing, sale, distribution, and retail margin on physical bullion sales.
 - Premiums can be calculated by taking the list retail price less the current Spot Price, conveniently published in the header of the SOUNDMONEY dashboard.
 - The Premium charged by 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 SOUNDMONEY vs. allocations to other bullion dealers 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) SOUNDMONEY inventory carrying and general operating costs; and (7) Other strategic business factors.
21. How does SOUNDMONEY determine the published Buyback price?
- When SOUNDMONEY accepts an offer to Buyback a Member's Vaulted Holdings, it pays its then currently published Buyback price for each vaulted asset class managed by the SOUNDMONEY Wallet.
 - SOUNDMONEY Buyback pricing fluctuates with the applicable Spot Price, but it tracks and approximates the wholesale or bulk pricing available to retail precious metal dealers from the large bullion suppliers.
 - In other words, SOUNDMONEY facilitates the purchase of Vaulted Holdings at or

near the wholesale price available to SOUNDMONEY from its suppliers.

22. Can I lose money by buying gold or silver?

- Yes. 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.
- Members bear all risk of loss when buying or liquidating their Vaulted Holdings.
- While the SOUNDMONEY Buyback Price is almost always higher than the "Spot Price" for gold or silver, Members can still lose money if they sell or liquidate their Vaulted Holdings before the published Buyback price (plus any storage or disbursement fees) exceeds their original purchase price.
- Acquiring physical gold and silver means owning valuable, tangible assets, but appreciation in value could take many years and is not guaranteed. Buying gold or silver should be considered a long-term endeavor.

SOUNDMONEY 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.

23. Is there sales/use tax charged when I purchase bullion through SOUNDMONEY?

- Some states charge sales tax on the purchase of precious metals. Taxes can vary based on the type of metal, the dollar amount and even the premium charged for an item.
- However, VaultMAX is located in the State of Idaho, which does not charge sales/use tax on "the sale of precious metal bullion or the sale of monetized bullion." Idaho Code § 63-3622V. So long as the precious metal bullion purchased by you is delivered to VaultMAX in Idaho, SOUNDMONEY is not generally required to collect sales tax.

NOTE: AT THE TIME YOU REQUEST PHYSICAL DISBURSEMENT AND DELIVERY TO YOU IN A STATE THAT DOES CHARGE SALES/USE TAX ON PRECIOUS METAL BULLION, YOU MAY BE SEPARATELY OBLIGATED TO REPORT AND REMIT APPLICABLE TAXES. PLEASE CONSULT YOUR OWN TAX ADVISOR.

24. Are there taxes when I liquidate my Vaulted Holdings?

- If you sell your Vaulted Holdings for more than the original purchase price, you could be subject to taxes, including VAT or capital gains taxes. In the United States, Federal Capital Gains for precious metals and collectibles may be taxed at a 28% rate.

CONSULT YOUR OWN LEGAL, TAX AND FINANCIAL ADVISORS BEFORE PURCHASING OR SELLING PRECIOUS METALS.
