

Sales Agreement

THIS SALES AGREEMENT (the "Agreement") dated this 20th day of January, 2025

BETWEEN:

Florida Gold Exchange LLC of 300 SE 2nd St, Suite 600, Fort Lauderdale, FL 33301
(the "Seller")

OF THE FIRST PART

- AND -

Ewell Schamberger of 804 Cormier Oval, North Victortown, AZ, 78320 USA
(the "Buyer")

OF THE SECOND PART

IN CONSIDERATION OF THE COVENANTS and agreements contained in this Sales Agreement the parties to this Agreement agree as follows:

Sale of Goods

1. The Seller will sell, transfer and deliver to the Buyer the following goods (the "Goods"): Precious metals, in the forms and quantities enumerated in Exhibit A ("Invoice"). The Seller will ship or make available for pickup the Goods by or on January 24, 2025 (the "Fulfillment Date").

Purchase Price

2. The Buyer will pay for the Goods with the sum of \$22,770.00 (USD) (the "Purchase Price"), paid by cash, cashier's check, money order, Zelle, ACH transfer, or wire transfer as required in clause 5 of this Agreement.
3. The Seller and the Buyer both acknowledge the sufficiency of this consideration. In addition to the Purchase Price specified in this Agreement, the amount of any present or future use, excise, or similar tax applicable to the sale of the Goods will be paid by the Buyer, or alternatively, the Buyer will provide the Seller with a tax exemption certificate acceptable to the applicable taxing authorities.
4. The Purchase Price is inclusive of sales tax, and is payable by the Buyer unless the Buyer provides the Seller with a tax exemption certificate acceptable to the applicable taxing authorities, in which case the amount of sales tax will be subtracted from the Purchase Price payable by the Buyer.

Payment

5. The Buyer will make full payment for the Goods by Tuesday, January 21, 2025 at 5:00pm Eastern Standard Time. Payments should reference "Sale #1950644224" whenever possible.

Delivery of Goods

6. The Goods will be delivered to the Buyer at the Seller's address: 2727 E Oakland Park Blvd, Suite 105, Fort Lauderdale, FL 33306.

Risk of Loss

7. The risk of loss from any casualty to the Goods, regardless of the cause, will be on the Seller until the Goods have been received by the Buyer.

Warranties

8. The Seller warrants that the Goods are genuine and authentic precious metals.
9. EXCEPT FOR THE ABOVE WARRANTIES, NO OTHER WARRANTY (WHETHER EXPRESSED, IMPLIED OR STATUTORY) IS MADE BY THE SELLER REGARDING THE GOODS. The Seller's above disclaimer of warranties does not, in any way, affect the terms of any applicable warranties from the manufacturer of the Goods.
10. The Buyer will be given the opportunity to inspect and verify the authenticity of the Goods before acceptance.

Title

11. Title to the Goods will remain with the Seller until delivery and actual receipt of the Goods by the Buyer.

Inspection

12. Inspection and authentication will be made by the Buyer at the time and place of delivery.
13. Any refund will not include costs of delivery. Those costs will be borne by the Buyer.

Claims

14. The Buyer's failure to give notice of any claim at the time of delivery will constitute an unqualified acceptance of the Goods and a waiver by the Buyer of all claims with respect to the Goods.

Excuse for Delay or Failure to Perform

15. The Seller will not be liable in any way for any delay, non-delivery or default in shipment due to labor disputes, transportation shortage, delays in receipt of material, priorities, fires, accidents and other causes beyond the control of the Seller or its suppliers. If the Seller, in its sole judgment, will be prevented

directly or indirectly, on account of any cause beyond its control, from delivering the Goods at the time specified or within (10) days after the date of this Agreement, then the Seller will have the right to terminate this Agreement by notice in writing to the Buyer, which notice will be accompanied by full refund of all sums paid by the Buyer pursuant to this Agreement. In all other cases, if the Seller fails to deliver the Goods to the Buyer within the time and manner specified in this Agreement, the Buyer may provide written notice of the default to the Seller. If within seven (7) days of the notice being received, or within such other time period as agreed to by the parties, the default is not corrected, the Buyer may immediately terminate this Agreement.

Remedies

16. The Buyer's exclusive remedy and the Seller's limit of liability for any and all losses or damages resulting from defective goods or from any other cause will be for the Purchase Price of the particular delivery with respect to which losses or damages are claimed, plus any transportation charges actually paid by the Buyer.

Cancellation

17. The Seller reserves the right to cancel this Agreement and fully refund any associated payments if:
 - a. the Buyer fails to make full payment by Tuesday, January 21, 2025 at 5:00pm Eastern Standard Time;
 - b. any of the Buyer's payments are returned or dishonored; or
 - c. the Seller deems that its prospect of payment is impaired; or
 - d. fulfillment of the order would be in violation of our AML policy or any federal, state, or local law.
18. The Buyer reserves the right to cancel this Agreement for any reason at any time prior to tendering full payment. In such a case, a cancellation fee of \$100 will be deducted from any refund. Refunds may be issued via Zelle, ACH, or cashier's check, regardless of the original form of payment.

Notices

20. Any notice to be given or document to be delivered to either the Seller or Buyer pursuant to this Agreement will be sufficient if delivered personally or sent by prepaid registered mail to the address specified below. Any written notice or delivery of documents will have been given, made and received on the day of delivery if delivered personally, or on the third (3rd) consecutive business day next following the date of mailing if sent by prepaid registered mail:

SELLER:

- Florida Gold Exchange LLC of 300 SE 2nd St, Suite 600, Fort Lauderdale, FL 33301

BUYER:

- Ewell Schamberger of 804 Cormier Oval, North Victortown, AZ, 78320 USA

Mediation and Arbitration

19. If any dispute relating to this Agreement between the Seller and the Buyer is not resolved through informal discussion within (14) calendar days from the date a dispute arises, the parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be binding on the parties. Any mediator or arbitrator must be a neutral party acceptable to both the Seller and the Buyer. The cost of any mediations or arbitration will be shared equally by the parties.

Additional Provisions

20. None

General Provisions

21. Headings are inserted for convenience only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
22. All representations and warranties of the Seller contained in this Agreement will survive the closing of this Agreement.
23. The Buyer may not assign its right or delegate its performance under this Agreement without the prior written consent of the Seller, and any attempted assignment or delegation without such consent will be void. An assignment would change the duty imposed by this Agreement, would increase the burden or risk involved and would impair the chance of obtaining performance or payment.
24. This Agreement cannot be modified in any way except in writing signed by all the parties to this Agreement.
25. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, including the Florida Uniform Commercial Code and the Seller and the Buyer hereby attorn to the jurisdiction of the Courts of the State of Florida.
26. Except where otherwise stated in this Agreement, all terms employed in this Agreement will have the same definition as set forth in the Uniform Commercial Code in effect in the State of Florida on the date of execution of this Agreement.

27. If any clause of this Agreement is held unconscionable by any court of competent jurisdiction, arbitration panel or other official finder of fact, the clause will be deleted from this Agreement and the balance of this Agreement will remain in full force and effect.
28. This Agreement will inure to the benefit of and be binding upon the Seller and the Buyer and their respective successors and assigns.
29. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
30. Time is of the essence in this Agreement.
31. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise. The Buyer acknowledges that it has not relied upon any representations of the Seller as to prospective performance of the Goods, but has relied upon its own inspection and investigation of the subject matter.

IN WITNESS WHEREOF the parties have executed this Sales Agreement on this 20th day of January, 2025.

Florida Gold Exchange LLC (Seller)

Ewell Schamberger (Buyer)