

**THE GOLD IRA COMPANY TRANSACTION AGREEMENT**

<b>CUSTOMER INFORMATION</b>	Customer Name: _____ "Customer"
	Street Address: _____
	City / State / Zip: _____
	Evening Phone: _____   Daytime Phone: _____
	Email Address: _____
	By signing below, I acknowledge that I have read, understand, and hereby agree to the terms set forth in this four-page Agreement.
Dated: _____   Customer's Signature: _____	

<b>PHONE CALLS</b>	Initial Here	<p><b>Do Not Call Registry Waiver.</b> Customer hereby expressly authorizes The Gold IRA Company, Inc. ("TGIC") to telephone Customer at the number(s) Customer has provided or provides in the future, regardless of whether or not the telephone numbers appear in the "National Do Not Call Registry" or any state equivalent. This authorization shall remain effective unless and until Customer informs The Gold IRA Company otherwise.</p>

**THE GOLD IRA COMPANY, Inc.** (and/or its affiliates) (collectively, "TGIC") **and CUSTOMER** agree, subject to Paragraph 11, that the terms set forth in this Transaction Agreement ("Agreement") shall govern all transactions (purchase or sale; pending and future) between the parties involving Precious Metals. "Precious Metals" shall mean, for purposes of this Agreement, any precious metal in any form or quantity.

**Important Notice:** This Agreement contains a binding, individual arbitration agreement and class waiver. This means that any claim must be arbitrated on an individual basis pursuant to the terms set forth below; claims of different persons cannot be combined or aggregated, and both Customer and TGIC are waiving the right to file a lawsuit in Court and to have a jury decide the dispute.

1. **Payment; All Sales Final:** Customer must deliver funds sufficient to pay for any purchase within one (1) business days of Customer's placement of the order ("Purchase Funds"). With the limited exception(s) noted in **Paragraph 8a and the addendum (if applicable; certain states only), all sales are final (i.e., the Precious Metals purchased cannot be exchanged or returned for a refund.)** Orders placed but not paid for are subject to a liquidation fee (detailed in Paragraph 4).
2. **Delivery of Precious Metals (Non-IRA Transactions):** Unless otherwise agreed in writing, TGIC shall cause all Precious Metals purchased to be delivered to Customer's address, as set forth above. TGIC shall deliver the Precious Metals ordered to a nationally recognized delivery service for delivery to Customer no more than twenty-eight (28) days after TGIC verifies that Customer's Purchase Funds are backed by good funds. (Note: it may take longer to verify personal checks.) TGIC only uses reputable, nationally recognized delivery services. Nevertheless, if Customer's order is lost prior to delivery, Customer should notify TGIC, in writing immediately, at the following address and call the following telephone number:

**The Gold IRA Company, Inc., Attention: Customer Service  
4712 Admiralty Way, # 765, Marina Del Rey, CA 90292  
1-855-554-4853**

If the delivery service verifies that Customer's Precious Metals were never delivered, TGIC shall, within forty-five (45) days of such verification, in its sole discretion, either refund to Customer the full purchase price for the undelivered Precious Metals or replace such Precious Metals with other substantially similar Precious Metals.

Risk of loss passes upon delivery; TGIC assumes no responsibility for any Precious Metals lost after delivery to Customer (in the case of a purchase by Customer) or prior to delivery to The Gold IRA Company (in the case of a purchase from Customer).

**3 Purchase Price:**

(a) **Sales:** The purchase price Customer has been quoted and agreed to pay for any Precious Metals includes TGIC's profit margin (or fee) on the transaction. Within the Precious Metals industry, the difference between TGIC's cost for the Precious Metal, and the retail price quoted to Customer, is known as the "Spread." Spreads vary significantly by Precious Metal, by customer, and over time. The price TGIC charges when it sells Precious Metals is higher than the price TGIC would pay, at the same moment in time, to purchase (or buyback) the same Precious Metals from a customer. The sale and buy back prices are not the same because the sale price must cover TGIC's operating expenses (for example, rent, salaries, marketing expenditures) and TGIC's profit. TGIC, by contrast, does not generally make any profit and does not generally try to recoup any operating expenses on buyback transactions, in buyback transactions; TGIC's general practice (which is subject to change) is to pay Customer the price it is quoted to immediately wholesale/sell such Precious Metals (at the time the sale to The Gold IRA Company by Customer is confirmed.)

For Customer to make a profit, Customer's Precious Metals must appreciate enough to cover this Spread (or differential). Spreads may be subject to negotiation, and any Spread charged to Customer in a specific transaction may be more or less than the Spread charged to others in similar transactions or charged to Customer in prior or future transactions.

At the time this Agreement was transmitted for Customer's signature, (i) TGIC's Spread on bullion (as classified by TGIC) was generally between ten and twenty-five percent (10% to 25%), and (ii) TGIC's Spread on semi-Numismatic and Numismatic coins and bars (as classified by TGIC) was generally between seventeen percent and twenty-five percent (17% to 25%). These numbers, however, are only general ranges and approximations, which are subject to change. Further, TGIC's classification is based on TGIC's own classification standards and decision-making; other sellers may classify the same item differently for pricing purposes. The actual Spread on any particular transaction could be any amount within the referenced ranges (or even possibly outside those ranges). For example, if a bullion coin or bar was quoted by TGIC at \$400 and included a ten percent (10%) spread, TGIC's cost for the bullion coin or bar would be \$360. Similarly, if TGIC quoted a Numismatic coin or bar at \$400, which included a twenty-five percent (25%) spread, TGIC's cost for that coin or bar would be \$300. Thus, in this example, the buyback price for the Precious Metal would need to appreciate to above \$400 to make a profit. TGIC's Spread range may be different (higher and/or lower), and the Spread TGIC charges may be higher or lower, at the time of and for any given transaction.

b. **IRA Sales:** Individual retirement account (“IRA”) transactions are more expensive to process and can require TGIC to assume certain investment risk in connection with the transaction (due to the additional time sometimes required to process such transactions following confirmation). As such, notwithstanding the general ranges set forth in Paragraph 3a, at the time this Transaction Agreement was transmitted for Customer’s signature, TGIC’s spread on all IRA Precious Metals transactions was generally between seventeen percent and twenty-five percent (17-25%). Spreads for IRA Precious Metal transactions are often in the range of approximately twenty-three percent (23%). These numbers, however, are only general ranges and approximations, which are subject to change. The actual Spread on any particular IRA Precious Metal transaction could be any amount within that range (or even possibly outside that range). Moreover, TGIC’s spread range may be different (higher and/or lower), and the Spread TGIC charges may be higher or lower, at the time of and for any given IRA Precious Metals transaction.

For example, a bullion coin or bar that might be quoted by TGIC (outside an IRA) at \$400, with a ten percent (10%) spread, might be quoted at \$480, with a twenty-five percent (25%) Spread, if the bullion coin or bar is purchased as an IRA. In both those examples, however, TGIC’s cost for the bullion coin or bar would be \$360.

(c) **Re-purchases:** The law prohibits TGIC from guaranteeing to repurchase the Precious Metals TGIC sells, and TGIC does not guarantee that it will re-purchase any Precious Metals that Customer purchases. However, as of the date of the transmission of this Agreement, TGIC has never refused the opportunity to re-purchase Precious Metals that a customer purchased from TGIC. If you wish to sell your Precious Metals in the future, please contact TGIC for current buyback (repurchase) pricing. Any TGIC repurchase offer may be raised or lowered on a daily, even hourly or more basis, depending upon market conditions, among other factors.

(d) **Quotes on Customer’s Holdings:** Customers may request a quote on their holdings at any time. When requesting a quote, please specify whether you are looking to purchase additional Precious Metals or sell your existing holdings, as TGIC’s buyback (buy from customer) and ask (sell to customer) quotes will vary.

(e) **Classification as Bullion, semi-Numismatic, or Numismatic:** Whether a Precious Metal is classified as Bullion, semi-Numismatic, or Numismatic may turn on a number of objective and subjective factors, including the age of the Precious Metal, its condition, the number of known copies, the likelihood of additional minting, the originating country, relevant historical events or owners (e.g., shipwreck; royalty), relevance to the formation of various Precious Metal collections, and an investor’s personal attraction to the piece. TGIC’s classification of Precious Metals is only an opinion and may change over time (e.g., if additional quantities of the Precious Metal are discovered). In addition, given the subjective nature of the classification process, other dealers or investors may classify the same coin differently. TGIC’s prices and spreads are based on its classification determination.

4. **Remedy for Customer’s Failure to Perform:** If Customer refuses to accept delivery of the Precious Metals ordered or fails to make payment when due, TGIC, in its sole discretion, may cancel the transaction and resell such Precious Metals on a wholesale basis. If the proceeds from such resale are less than the contract price with Customer, TGIC shall be entitled to recover from Customer the difference between the resale price and Customer’s contract price, plus any incidental damages occasioned by Customer’s breach. In lieu of the proceeding provision, at TGIC’s sole option, TGIC may charge a flat 4% restocking or liquidation fee on the total price of Customer’s transaction.

5. **Investment Objectives; Holding Period; Investment Risk; No Advice; Commissioned Sales Representatives:**

(a) TGIC is a seller and purchaser of Precious Metals, nothing more. TGIC is not an investment advisor, financial advisor, or retirement account fiduciary, and does not provide legal or tax advice, retirement planning or retirement specific opinions/information

(b) Customer agrees that (i) **no fiduciary relationship exists between TGIC and Customer**, (ii) the decision to purchase or sell Precious Metals, and which Precious Metals to purchase or sell, are the Customer’s decision alone, and (iii) purchases or sales are made subject to Customer’s own research, prudence and judgment. Customer further acknowledges that retirement needs vary and are highly individual in nature, and that the general information provided by TGIC may not take into account Customer’s specific retirement or investment needs.

(c) In TGIC’s opinion, Precious Metals should be considered a long-term investment. Customer should be prepared to hold any Precious Metals purchased whether from TGIC or elsewhere for at least a three (3) to five (5) year period, and preferably five (5) to ten (10) years, to maximize the potential for gains. Customers who do not hold their Precious Metals for a lengthy period of time are unlikely to see their Precious Metals appreciate enough to cover the Spread, resulting in a loss. In TGIC’s opinion, Customer should only invest capital that can be held for at least this period of time. Precious Metals, like all investments, carry capital risk. Precious Metals may appreciate, depreciate, or stay the same depending on a variety of factors. TGIC cannot guarantee, and makes no representation, that the Precious Metals will appreciate at all or appreciate sufficiently to make Customer a profit at the expiration of this or any other period of time.

(d) In TGIC’s opinion, Customer should not invest more than twenty percent (20%) of Customer’s available investment funds in Precious Metals. Moreover, Precious Metals do not yield income.

(e) The success of an investment in Precious Metals is dependent, in part, upon extrinsic economic forces including but not limited to supply, demand, international monetary conditions, and inflation or the expectation of inflation. The impact of these forces on the values of Precious Metals in general or any particular Precious Metal cannot be predicted. Customer acknowledges that the Precious Metals market can be volatile and that Precious Metal prices may rise or fall over time. Customer further acknowledges that past performance is no guarantee of future performance.

(f) Any written or oral statements by TGIC, its officers, agents, sales representatives, or other representatives relating to future events or the attributes of certain Precious Metals are opinions only. Such statements, if any, are not representations of fact.

(g) TGIC’s sales representatives are commissioned salespersons i.e., their salary is based, at least in part, on the amount and profit margin of the Precious Metals they sell. In addition, from time to time, TGIC’s sales representatives may receive other compensation tied to sales activity e.g., sales contests; bonuses tied to the sale of certain denominations/types or grades of Precious Metals.

TGIC’s sales representatives are not licensed and their knowledge of Precious Metals and the Precious Metals marketplace varies markedly.

(h) TGIC makes no representations regarding the tax consequences of holding Precious Metals as an investment in an IRA. Customer expressly acknowledges that Customer has been advised to seek independent tax advice, from a qualified professional, regarding the tax consequences of such an investment.

**6. Grades:**

a) **TGIC is not a grading service.** TGIC purchases Precious Metals for re-sale to its customers. TGIC is not a grading service. TGIC does not independently assess the graded Precious Metals it purchases for re-sale, but relies upon the opinions and assessments of independent grading services such as Professional Coin Grading Service, Inc., Numismatic Guaranty Corporation of America, and ANACAS. Grading is a subjective process and it is not uncommon for grading services, or individual examiners within the same grading service, to reach different conclusions regarding the appropriate grade for a particular Precious Metal. Moreover, grading standards are constantly evolving. TGIC does not guarantee that the graded Precious Metals it sells will achieve the same grades in the future. In selling graded Precious Metals, TGIC warrants that the Precious Metal is genuine (i.e., not a counterfeit) and states that the grade is as opined by the grading service when graded by that service.

(b) **Grading is subjective.** Grading is a subjective determination. While numerical grading may give the impression of precision, the numbers in fact represent a nuanced opinion that even experts cannot consistently and systematically agree upon. The grade reflects the opinion of the cataloger (or grader) as to the state of preservation, method of strike, and overall appearance of a particular Precious Metal or lot.

**7. Representation/Warranty; Sales Representatives Not Authorized To Make Other Representations or Warranties:** TGIC represents and warrants that, upon the delivery of Purchase Funds (as provided for in Paragraph 1), and subject to the other terms and restrictions set forth in this Agreement, TGIC will cause to be delivered to Customer the denomination/type and grade of Precious Metals specified in Customer's order, as classified and/or graded (if applicable) by one of the following independent grading services: Professional Coin Grading Service, Inc. (PCGS), Numismatic Guaranty Corporation of America (NGC), ANACAS, or any other independent grading service of similar standing. The only representation and warranty that Customer may rely upon in purchasing Precious Metals from or selling Precious Metals to TGIC is the representation set forth in this Paragraph 7. Neither TGIC, nor any of its officers, agents, employees, sales representatives, or other representatives are authorized to make any other representations or warranties concerning any Precious Metals that TGIC is selling or purchasing under this Agreement.

**8. Refund Policy:**

(a) **Replacement of Semi-Numismatic or Numismatic Coins Where Grade Disputed:** Customer agrees to inspect each delivery carefully upon receipt. If, for any reason whatsoever, Customer is dissatisfied with the quality of a **semi-Numismatic or Numismatic coin or bar** (specific kinds of Precious Metals) purchased from TGIC, Customer should immediately notify TGIC. If Customer notifies TGIC of its dissatisfaction within fifteen (15) days of delivery of the semi-Numismatic or Numismatic coin or bar and the original holder in which the semi-Numismatic or Numismatic coin or bar in question was delivered has not been opened, removed, or tampered with in any respect, TGIC shall replace the semi-Numismatic or Numismatic coin or bar in question with another semi-Numismatic or Numismatic coin or bar (as appropriate) of the same denomination/type and grade. If TGIC determines, in its sole discretion, that another semi-Numismatic or Numismatic coin or bar of the same denomination, type and grade is not reasonably, commercially available, TGIC may elect, at its sole option, to either (i) replace the semi-Numismatic or Numismatic coin or bar purchased with a reasonably comparable semi-Numismatic or Numismatic coin or bar, even though of a different denomination, type and grade, or (ii) cancel the transaction and return Customer's Purchase Funds. If TGIC cancels the transaction, Paragraph 4 will apply.

(b) With the exception noted in Paragraph 8a and the Addendum attached hereto (certain state residents only), **ALL SALES ARE FINAL (i.e., the Precious Metals purchased cannot be exchanged or returned for a refund).**

**9. Disclaimer of Express and Implied Warranties: EXCEPT AS SET FORTH IN PARAGRAPH 7, THE PRECIOUS METALS SOLD BY TGIC PURSUANT TO THIS AGREEMENT ARE SOLD ON AN "AS IS" BASIS AND TGIC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OR FITNESS FOR A PARTICULAR PURPOSE.**

**10. No Liability for Consequential Damages; Limitation of Liability: IN NO EVENT SHALL TGIC HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN TORT, CONTRACT, WARRANTY, OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, OR STRICT LIABILITY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUSTAINED OR ARISING FROM OR RELATED TO ANY TRANSACTION COVERED BY THIS AGREEMENT, EVEN IF TGIC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, TGIC'S LIABILITY TO CUSTOMER FOR ANY REASON AND UPON ANY CLAIMS SHALL AT ALL TIMES BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRECIOUS METALS IN DISPUTE.**

**11. Application to Future Transactions:** This Agreement shall control all transactions between TGIC and Customer unless and until such time as it is amended by TGIC. Customer agrees that TGIC may amend this Agreement at any time and from time to time, that TGIC may give notice to Customer of any amendment by mailing a copy of the amended Agreement to the address set forth above (or any updated address provided by Customer in the interim), and that following such mailing, the amended Agreement shall govern succeeding transactions and interactions with TGIC.

**12. Force Majeure:** Neither TGIC nor Customer shall be liable for any failure or delay in its or their performance under this Agreement due to any cause beyond its or their respective reasonable control, including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet including, but not limited to, any disruption, failure and/or error in or of TGIC internal computer systems, or any disruption, failure and/or error in or of any third-party Internet service providers as TGIC may use from time to time.

**13. Dispute Resolution; Arbitration of Disputes; Class Action Waiver.** This Agreement contains a binding, individual arbitration agreement and class waiver. This means that any claim must be arbitrated on an individual basis pursuant to the terms set forth below; claims of different persons cannot be combined or aggregated, and both Customer and TGIC are waiving the right to file a lawsuit in Court and to have a jury decide the dispute. **Please read this section carefully.**

Initial Here

(a) Prior to initiating arbitration, any party hereto asserting a Dispute (defined in Paragraph 13(c) below), shall send a written

statement to the other party describing with reasonable particularity the Dispute and the relief requested (the "Demand"). The parties shall attempt in good faith to resolve any such Dispute promptly via direct negotiation (between the parties and retained counsel, if any) over a period of fifteen (15) days.

(b) If the direct negotiations specified in Paragraph 13(a) fail, prior to initiating arbitration, the parties shall conduct a one-day mediation regarding the Dispute. The parties shall mutually agree on a mediator associated with JAMS to conduct the mediation in the county where Customer resides. If the parties are not able to mutually agree on a mediator within twenty-five (25) days of service of the Demand, then either party (or the parties jointly) may request the appointment of a mediator, and JAMS shall appoint a retired judge to serve as the parties' mediator. The cost of the mediator, including any administrative fee, for a one-day mediation, shall be split by the parties. If and only when this pre-dispute process is exhausted without resolution of the Dispute, may the purportedly aggrieved party proceed to file a demand for arbitration. (If the pre-filing mediation requirement and/or the obligation to split the cost set forth in this Paragraph 13(b) would render the agreement to arbitrate set forth in Paragraph 13 illegal or invalid, the pre-filing mediation requirement shall be void and of no further effect, and either Party may proceed to pursue their complaint immediately in arbitration.)

(c) **ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, OR ANY OTHER DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF ANY INTERACTION BETWEEN TGIC AND CUSTOMER ("DISPUTE"), SHALL BE BROUGHT AND BE DETERMINED BY FINAL, BINDING ARBITRATION IN LOS ANGELES, CALIFORNIA, BEFORE ONE ARBITRATOR.** Notwithstanding the immediately preceding sentence, if the JAMS Rules or any applicable JAMS Minimum Standards require it, or the Arbitrator concludes that it would be a financial or other hardship for Customer to participate in an arbitration in Los Angeles, the Arbitrator has the authority to hold the hearing, or any part thereof, in the county where Customer lives or to permit Customer to attend via videoconference, Skype, Face-time, telephonic or similar virtual participation.

(d) **THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS ARBITRATION RULES.** These rules may be found at <https://www.jamsadr.com/adr-rules-procedures/>. If the arbitration proceeds in Customer's county of residence (instead of Los Angeles), and there are no JAMS arbitrators or an insufficient number of JAMS arbitrators in the jurisdiction (or another jurisdiction willing to serve in such location), and the Parties are unable to agree on an arbitrator themselves, then a different arbitral association shall be selected by JAMS to conduct the arbitration.

(e) CUSTOMER AND TGIC WAIVE THEIR RIGHTS, IF ANY, TO BRING ANY CLAIM THAT IS SUBJECT TO THIS ARBITRATION PROVISION AS A CLASS ACTION OR OTHERWISE ON A REPRESENTATIVE BASIS. JUDGMENT ON ANY AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. In the event this provision is held unenforceable and the matter is permitted to proceed in Arbitration as a class or representative action, then the entirety of this Paragraph 13 (including all subparts) shall be void and of no further effect, and either Party may proceed to pursue the action in court.

(f) The parties shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, confirmation and enforcement proceedings or a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The parties agree that breach of this confidentiality provision would irreparably harm the non-breaching party, and further agree that any such breach shall entitle the non-breaching party to seek injunctive relief and/or compensatory damages for the breach (without the necessity of posting a bond).

14. **Choice of Law; Individual and Class Claims:** The internal, substantive law of California shall govern all individual claims brought by or against TGIC in connection with this Agreement or otherwise arising out of any interaction between TGIC and Customer (i.e., California's conflict of law principles will not apply).

15. **Prevailing Parties.** In the event of any Dispute, and whether such Dispute is resolved via arbitration, litigation or otherwise, the prevailing party (as that term is commonly defined by the prevailing common and/or statutory law in the applicable jurisdiction) shall be entitled to recover its costs of suit, and which costs shall be specifically defined to include all reasonable attorneys' fees incurred by the prevailing party related to the Dispute.

16. **Limitation on Time to Bring Any Claim:** Except where the law prescribes a shorter applicable statute of limitation, or prohibits shortening the otherwise applicable longer statute of limitations, any claim or legal action of any kind arising in connection with or relating in any way to purchases from or sales to TGIC or any other conduct of TGIC, must be brought within one (1) year after the purchase or sale or other event giving rise to the claim or legal action. If this clause is determined to be unenforceable as to any particular claim or claims under the law of the applicable jurisdiction, it shall remain fully enforceable as to all other claims.

17. **Jurisdiction:** Jurisdiction and venue for any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, or any other interaction between TGIC and Customer, shall be in Los Angeles, California, and any party making a claim against TGIC in whatever form hereby submits to personal jurisdiction in that forum for any and all purposes.

18. **Finality; Integration Clause:** This Agreement is intended by TGIC and Customer as a final expression of their agreement concerning the matters set forth herein, and is also intended as a complete and exclusive statement of the terms of their agreement. This Agreement supersedes any oral or written statements made prior to, contemporaneous with, or in the future regarding this Agreement or the transactions covered hereunder. Customer shall not rely upon any statement made by or on behalf of TGIC that is inconsistent with this Agreement.

19. With the exception of Section 13(e) which is of essence to the agreement to arbitrate and is separately, more specifically addressed, if any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.