

Services Terms and Conditions

These terms and conditions apply to the services (“Services”) ordered by you (“Customer”) and described in a submission form (“Submission Form”):

1. You are submitting collectible(s) for certification by Provenance NGC LLC d/b/a Numismatic Guaranty Company (“NGC”), Paper Money Guaranty, LLC (“PMG”), Certified Guaranty Company, LLC (“CGC”), or Authenticated Stamp Guaranty, LLC (“ASG”). If NCS Conservation Services are also selected on the Submission Form, collectibles will be evaluated and, as applicable, conserved by Numismatic Conservation Services, LLC (“NCS”). If CGC Pressing services are also selected on the Submission Form, collectibles will be evaluated and, as applicable, pressed, restored, conserved or have restoration removed by CGC. If CGC Video Game cleaning services are also selected on the Submission Form, collectibles will be evaluated and, as applicable, cleaned by CGC. NGC, PMG, CGC, NCS, and ASG are independent affiliates within the Certified Collectibles Group of companies and are collectively referred to herein as the “Companies” and each individually as a “Company”.
2. Customer shall complete all submission information on the Submission Form, and package and ship all collectibles, in accordance with the instructions on the Submission Form. Customer represents and warrants to each Company that the Declared Value set forth on the Submission Form represents Customer’s good faith belief as to the market value of the collectible. If a Company determines that collectibles are undervalued, it will adjust the Services and fees according to its determination of the fair market value of the collectible. However, Company will not adjust the Declared Value stated by the Customer and Company will not adjust any insurance procured based on those Declared Values. If a Company determines that collectibles are submitted for Services for which they do not qualify, it will adjust the Services and fees as appropriate. Regardless of the particular Services Customer requested for submitted collectibles, Company reserves the right to convert any submission to its Appearance Review service.
3. Customer represents and warrants that it has no knowledge and no reasonable basis for belief that any collectible submitted is not genuine or contains any non-disclosed alterations or restorations, including, but not limited to, trimming, re-coloring, bleaching, power erasing, re-backing, artificially toning, applying or removing punches or stamps, or any other method used to change or enhance the appearance, condition, or content of a collectible (collectively “Tampering” or “Tampered”). Customer

acknowledges that Tampering is wrongful and violations of this Section 3 shall entitle Company to compensatory damages and injunctive relief, as appropriate.

4. In the case of submissions by dealer members, if any collectibles are being submitted for a third party, Customer represents and warrants that the third party has authorized Customer to submit the collectibles for the Services. (Collector members may not submit for third parties.)
5. Customer agrees to pay Company all Services fees at the time of submission. Prices for Services are subject to change. Prices on pre-printed paper Submission Forms are only current as of the date of printing, so Customer should confirm current prices on Company's web site. If payment is being made by credit card, Customer agrees that Company may charge all Services fees to the credit card upon receipt of the Submission Form. Unpaid balances shall accrue interest at the rate of 1.0% per month until paid. Customer hereby grants to Company a security interest in the collectibles submitted to secure payment of any Services fees. In addition to such security interest, Customer agrees that Company may hold any collectibles or other property submitted by Customer until Customer has paid in full all outstanding balances, regardless of whether such balances are related to such collectibles or other property.
6. Customer assumes all risk of loss or damage to collectibles until collectibles are received and inspected by Company. A Company's provision of Services commences upon receipt of a submission of collectibles from Customer. Once a submission of collectibles is delivered to Company, it cannot be canceled or changed by Customer.
7. The Companies compile data regarding, and make digital images of, collectibles submitted for Services. In partial consideration for the performance of Services pursuant to the Submission Form, Customer hereby authorizes each Company to compile such data and make such images and agrees that each Company shall have an irrevocable, non-exclusive, perpetual, unlimited, royalty-free right and license to use and commercialize such data and images for any purpose.
8. Customer acknowledges that certain coins, tokens, or medals may be more susceptible to damage due to the state in which they are provided by Customer to a Company (for example, collectibles that are enameled, colored, painted, jeweled, or have holograms or other specialty applications; collectibles that are extremely thin; collectibles that are extremely fragile or brittle (including many collectibles struck prior to 1700); and collectibles that exhibit "bronze disease"). Customer further acknowledges that certain paper collectibles may be more susceptible to damage, even when reasonable care is exercised in handling them, due to the state in which they are provided by Customer to a Company (for example, items that are worn, fragile, or brittle) and/or the properties, characteristics and quality levels of the materials of which the items are composed (for example, comic books with glossy covers, which may experience ink flecking or "color lift" even when encapsulated). Each Company will use reasonable care with respect to collectibles submitted to it for Services. In the event that a Company determines that a collectible is damaged due to

negligence or lost while in a Company's possession, Customer's sole remedy will be compensation based upon the Company's good faith determination of the fair market value of the collectible and/or diminution in value, in light of what the Company believes to be reliable current market information. The amount of the compensation will not necessarily be based upon, but in no event will exceed, Customer's stated Declared Value of the collectible set forth in the Submission Form.

9. Each Company maintains a list of current terms and conditions applicable to particular submission types and Services on its website. Customer agrees to any such applicable terms and conditions.
10. HOLDERS FOR COLLECTIBLES ARE DESIGNED TO BE TAMPER-EVIDENT AND EXTREMELY DIFFICULT FROM WHICH TO REMOVE A COLLECTIBLE. DUE TO THE INHERENT RISKS INVOLVED IN REMOVING COLLECTIBLES FROM HOLDERS, IN THE EVENT THE SERVICES INVOLVE REMOVING A COLLECTIBLE FROM ITS HOLDER, CUSTOMER AGREES TO RELEASE, WAIVE, AND DISCHARGE COMPANIES AND THEIR DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES ("RELEASEES") FROM ALL LIABILITY TO CUSTOMER AND ITS ASSIGNS, AND COVENANTS NOT TO SUE RELEASEES IN CONNECTION WITH ANY LOSS OR DAMAGE ARISING OUT OF ANY RELEASEE'S EFFORTS TO FULFILL CUSTOMER'S REQUEST TO REMOVE A COLLECTIBLE FROM A HOLDER, UNLESS SUCH LOSS OR DAMAGE IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A COMPANY.
11. Each of the Companies will use commercially reasonable efforts to perform the Services in accordance with the then-current description of such Services set forth on their websites and within the time frames indicated thereon.
12. The Services provided by NGC, PMG, CGC, and ASG are covered by the NGC Guarantee, the PMG Guarantee, the CGC Guarantee, and the ASG Guarantee, respectively, set forth on their respective websites (the "Guarantees"), the terms of which are incorporated herein by reference. Customer should refer to the appropriate corresponding Guarantee (NGC, PMG, CGC, or ASG) to understand the benefits and protections afforded to Customer, as well as the applicable limitations. NGC's, PMG's, CGC's, and ASG's sole and exclusive liability and Customer's sole and exclusive remedy for NGC's, PMG's, CGC's, or ASG's failure to comply with its obligations under Section 11 above shall be pursuant to the appropriate corresponding Guarantee.
13. NCS and CGC Pressing and CGC Video Game cleaning do not provide grade protection or any type of guarantee for collectibles submitted for their services. Due to the fragile nature of collectibles, Customer acknowledges that techniques used by CGC for pressing, restoration, removal, or conservation Services may result in new defects or damage to the collectible, including, but not limited to, spine splits, popped staples, paper pieces chipping off, creases, and stains. Customer acknowledges that the conservation Services provided by NCS or pressing services provided by CGC Pressing or video game cleaning services provided by CGC Video Games with respect

to a submitted collectible may result in a lower grade or no grade subsequently being assigned to such collectible by a grading company. BY SUBMITTING A COLLECTIBLE TO NCS OR TO CGC FOR PRESSING OR VIDEO GAME CLEANING SERVICES, CUSTOMER WAIVES ANY RIGHT TO ASSERT ANY FORM OF LEGAL CLAIM AGAINST RELEASEES WITH RESPECT TO A LOWER GRADE OR NO GRADE SUBSEQUENTLY BEING ASSIGNED TO SUCH COLLECTIBLE BY A GRADING COMPANY, UNLESS CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF NCS OR CGC.

14. A Company has the right in its sole discretion to reject any collectibles submitted for Services in cases where the submitted collectibles do not comply with a Company's then-current standards and procedures set forth on its website. Because even collectibles that are ultimately rejected must still be received, tracked and examined, fees for Services shall not be refunded for such rejected collectibles.
15. Customer agrees to notify Company of any changes in Customer's contact information. If Customer-submitted property remains unclaimed for a period of one (1) year from submission, Company may dispose of such property in any manner without liability. Company may also charge Customer for reasonable costs and expenses incurred in storing (\$1 per collectible per month) and insuring (0.1% of declared value per month) unclaimed property.
16. Company will generally ship via FedEx with insurance coverage procured by Company of up to \$100,000 per package for domestic shipments and up to \$50,000 per package for international shipments, based on Customer's declared values. In the event of a claim for loss or damage during return shipping, the basis for valuation shall be the fair market value of the collectibles at the time of loss, as determined by an independent appraiser, not to exceed the Customer's declared value. Unless Customer receives approval for additional insurance in advance, Customer ASSUMES RISK OF LOSS OR DAMAGE to collectibles during return shipment to the extent the declared value of any package exceeds the insurance limits. Insurance coverage is based on a collectible's fair market value, not to exceed Customer's declared value. If Customer selects any other method of shipment, or if Customer wishes to use its own FedEx, UPS or USPS Express Mail account for return shipment, then such return shipments will NOT be insured and CUSTOMER ASSUMES ALL RISK OF LOSS OR DAMAGE TO COLLECTIBLES DURING RETURN SHIPMENT.
17. In the event of a claim involving non-delivery (lost or stolen package), Customer shall notify Company within fourteen (14) days after the estimated delivery date and in no event later than thirty (30) days after the date of shipment.
18. All packages should be inspected before signing for the delivery. In the event of a claim involving damage to a package, Customer shall (i) inform the delivery courier immediately upon inspection and request damage comments be added to delivery notes; (ii) NOT discard the box; (iii) take photographs of the damage / tampering and

secure the box for possible inspection. Additional information and/or documentation may be required by a Company or its insurer(s) on a case-by-case basis.

19. Customer must inspect all collectibles immediately upon receipt from a Company. A Company shall have no liability for any damage unless reported to Company within fourteen (14) days of Customer's receipt of the collectibles from Company. Any liability of a Company is subject to the limitations in Section 8 above.
20. Customer agrees to return to a Company, at the Company's expense, any collectible bearing a clerical error made by the Company. A Company will, at its expense, correct the clerical error and return the corrected collectible to Customer. Customer agrees to indemnify, defend and hold Releasees harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to or arising directly or indirectly from Customer's failure to comply with this Section 20.
21. In the event a collectible submitted by Customer is determined, at any time, to be not genuine or to have been Tampered with, Customer shall provide reasonable cooperation to Company and to any subsequent owner of such collectible, including the reversal of any sales transaction involving Customer and such subsequent owner or intermediate purchaser or transferee.
22. EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH IN THESE TERMS AND CONDITIONS, EACH COMPANY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING SUCH COMPANY AND / OR THE SERVICES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL A COMPANY OR ANY OF ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS, BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE GUARANTEE IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH OF THE COMPANIES, ITS AFFILIATES, AND ANY OF ITS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS TO THE CUSTOMER OR ANY THIRD PARTY FOR WHOM THE CUSTOMER MAY BE ACTING, ARISING FROM ANY CAUSE, ACT, OMISSION OR OTHER CIRCUMSTANCE, EXCEED THE FEES PAID OR PAYABLE FOR THE SERVICES ORDERED PURSUANT TO THIS ORDER FORM.
23. The laws of the State of Florida, without regard to its choice-of-law principles, shall apply to transactions and / or disputes between a Company and Customer. Customer agrees to (1) the exclusive jurisdiction and venue for any dispute of the state and / or federal courts located in, or serving Sarasota County, Florida; (2) not challenge such jurisdiction or venue; and (3) accept service by certified or registered mail.
24. These terms and conditions, together with (i) the Submission Form; (ii) the Services and Fees page of the appropriate Company's web site; (iii) the appropriate

corresponding Guarantee; (iv) the collector or dealer agreement; (v) a Company's Privacy Policy; and (vi) a Company's Terms of Web Site Use, constitute the entire agreement of each Company and Customer (and any third party for whom Customer may be acting) regarding, and supersede all prior agreements and understandings (written or oral) between or among such parties relating to, the subject matter hereof. In the event of a conflict, (i) these terms and the current applicable Guarantee for the appropriate Company providing Services shall prevail; (ii) the Services and Fees page of the Company's web site shall prevail over any pre-printed Submission Form. If any term or condition is determined, by a final and non-appealable ruling or order of a court of competent jurisdiction, to be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not affect the validity or enforceability of any of the other terms and conditions hereof.

Revised: September 8, 2023