

TERMS & CONDITIONS

REPUBLIC METALS CORPORATION STANDARD TERMS AND GENERAL OPERATING CONDITIONS

Unless otherwise stipulated, these Standard Terms and General Operating Conditions "Standard Terms" are applicable to transactions and/or contracts between Republic Metals Corporation, "RMC", and Customer. "Customer" is defined as any business, corporation, company, person, entity, or anyone else transacting business with RMC in any manner whatsoever. Any contract or agreement entered into between Customer and RMC will operate as if the terms represented in these Standard Terms were made expressly a part thereof. RMC's Standard Terms is the governing document with respect to any and all business dealings between RMC and Customer and shall override any and all provisions, terms, and stipulations in Customer purchase orders, sales orders and/or any other Customer documents. RMC's failure to object to any terms, provisions, and/or stipulations represented in any Customer documents that are at variance with RMC's Standard Terms shall not be deemed a waiver of the terms and conditions contained herein. Any acknowledgement by Customer of these Standard Terms with changes made to it by Customer constitutes a counter-offer.

Warranty of Title: Customer warrants to RMC that it has good and marketable title to said property, full authority to sell and transfer said property, and that said property is sold free of all liens, encumbrances, liabilities, and adverse claims of every nature and description whatsoever. Customer further warrants that the said property is not from or the result of illegal activity in this country or any other country. Customer further warrants to RMC that it will fully, defend, protect, indemnify, and hold harmless RMC and its lawful successors and assigns from any adverse claim thereto. Customer warrants that any transaction initiated by Customer will not cause RMC to be in violation of any anti-money laundering, anti-terrorism, or other applicable law of the U.S., any state or province thereof or any foreign country.

Arbitration, Forum

A. (General) Any controversy, dispute or claim, of whatsoever kind and nature, arising out of or related to: these Terms And Conditions or any Agreement or Contract or any other document or instrument between the parties or the relationship between the parties, alleged State or Federal statutory violations and/or any rights, duties or obligations between the parties shall be submitted to binding Arbitration and not to a court for determination. Each party acknowledges and agrees that it has unequivocally given up and waived any right or opportunity to file, litigate, or have heard any claims, causes of actions or disputes in a federal or state or other court of law or equity whether by non-jury or jury. The Arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA). The arbitration shall be conducted by a panel of three arbitrators. Each party shall select one arbitrator and the both selected arbitrators shall jointly select the third arbitrators. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party shall initially pay his/her/its own legal fees and costs and any other fees and costs incurred in connection with the arbitration. In this regard, the parties shall initially equally divide any fees, costs or expenses charged by the AAA for its involvement in the arbitration proceedings, provided however, that the arbitration panel shall award the arbitrators' fees and costs to the prevailing party as well as that party's reasonable attorney's fees. Venue for the arbitration proceedings shall be Miami Dade County, Florida regardless of the residency of the Customer. In addition, venue for any proceedings or action to enforce the arbitration award, set it aside and/or compel arbitration shall be in Miami Dade County, Florida. Customer waives such defenses as forum non convenience and any other similar defense to the venue provision herein. However, to the extent reasonably possible, the Customer may appear at any arbitration hearing or proceeding including depositions by video conference communication or such similar other technology. The unavailability of such conferencing equipment shall not be grounds for avoidance of arbitration or in any way be the basis for voiding the arbitration provisions appearing herein.

B. (Class Action Waiver). THE ARBITRATORS SHALL NOT CONDUCT CLASS ACTION ARBITRATION; THAT IS, THE ARBITRATORS SHALL NOT ALLOW ANY CUSTOMER AS DEFINED IN THESE TERMS AND CONDITIONS TO SERVE AS A REPRESENTATIVE, AS PARENS PATRIAE, AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION. FURTHERMORE, SAID CUSTOMER SHALL NOT PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT FILED AGAINST REPUBLIC METALS, (AS THAT TERM IS DEFINED IN HEREIN) OR RELATED THIRD PARTIES.

C. BY VIRTUE OF THE TERMS SET FORTH HEREIN, THE CUSTOMER IS WAIVING HIS/HER/ITS RIGHT TO SERVE AS A REPRESENTATIVE, AS A PARENS PATRIAE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST REPUBLIC METALS CORPORATION (AS DEFINED HEREIN) OR RELATED PARTIES.

D. By virtue of the arbitration provisions set forth herein, the Customer acknowledges that she, he, it is **giving up the right of a trial by jury** of any and all of the matters set forth in this section, captioned **Arbitration Forum**.

Insurance, Delivery, Weighing, and Sampling: Customer shall be responsible for insuring any incoming shipments, unless otherwise agreed to in writing. To insure incoming shipments through RMC, Customer must notify RMC, within a reasonable period of time, of any shipments destined for RMC. Failure to do so will result in Customer bearing the risk of loss of the material until such time as RMC is able to insure the incoming material. Risk of loss of material will pass from Customer to RMC upon delivery to and acceptance at RMC's refinery, unless otherwise agreed. Upon receipt by RMC of metal sent by Customer for refining and acceptance by RMC, RMC shall bear the responsibility of insurance for loss or damage to such metal while at RMC. Any and all metal sent by Customer shall be labeled bearing the gross, net, and tare weights of said metal. In an effort to minimize refining costs, RMC may request Customer material be packaged in a particular way prior to shipment to RMC.

Customer must follow all instructions that RMC may give to Customer regarding the packaging of material. Material that arrives packaged in a manner other than that requested by RMC is subject to processing fees. All weights of Customer material are to be ultimately determined by personnel of RMC. In the event Customer's material should arrive at RMC with any broken seals, damaged seals, or seals that evidence tampering, RMC will seek Customer permission prior to the weighing, sampling, assaying, and/or any other procedures with respect to said material, unless otherwise agreed to in writing. Settlement weights are determined and governed by RMC.

RMC's acknowledgment of receipt of Customer material shall not constitute agreement as to the quantity, weight, composition, or description stipulated by Customer. RMC shall, within a reasonable amount of time, inspect Customer material and shall promptly notify Customer of any significant variances in the material including but not limited to quantity, weight, and composition of the material. RMC shall keep Customer informed of the processing of Customer's material. Customer must notify RMC within a reasonable period of time from receipt of notice of any reported variances to make an objection concerning such variances. Customer's failure to so object shall be deemed a waiver by Customer of any claim Customer may have against RMC with regard to such variances. Any disagreement between RMC and Customer resulting in a frustration of the agreement, and requiring return of unrefined material, will be done at the Customer's expense.

Special Provisions for Customer Express Delivery Shipments related to Insurance, Delivery, Weighing, and Sampling: Customer **must notify** RMC of the insurable value of any shipments destined for RMC, PRIOR TO DELIVERY TO OR PICKUP BY AN EXPRESS DELIVERY SERVICE SUCH AS BUT NOT LIMITED TO UPS OR FED EX **(Completion of an on-line form provided on RMC's Website for Delivery Service satisfies the notice requirement)**. Failure to provide such notice provided for above or an alternate valuation notice specifically approved by RMC in writing prior to delivery to an express delivery service as described above, will result in customer bearing the risk of loss of the material until such time as it is received and accepted by RMC, in accordance with the provisions set forth below. Accordingly, if customer fails to provide the notice or alternate valuation notice as specified herein, risk of loss of material will pass from customer to RMC only upon delivery to and acceptance at RMC's refinery, unless otherwise agreed to in writing. If, however, customer timely provides the notice or alternate valuation notice aforesaid, risk of loss shall pass to RMC at the time of delivery to and receipt by the express delivery service referred to above. In any event, upon both receipt by RMC of metal sent by customer for refining and acceptance by RMC, RMC shall bear the responsibility of insurance for loss or damage to such metal while at RMC provided, however, RMC expressly reserves the right to reject and return materials to customer as provided for below, at customer's expense.

In the event that RMC's agreement with Customer includes insurance, PLEASE NOTE: The insurance afforded the client is (1) specifically limited to and subject to the insuring agreements between RMC and its insurance underwriters and (2) generally, RMC's insurance does not include or cover/protect packages that have been rejected by RMC's shipping department because the packing material seems to be compromised or if there is a weight discrepancy between the customers' reported shipping weight and the weight ascertained by RMC's shipping department at the time of arrival. In these instances, if appropriate, RMC will file a claim with its insurers to ascertain the responsibility for the rejected or compromised shipments and both the customer and RMC will be subject to and bound by said insurer's coverage decision in this regard.

Further, RMC's insurance does not cover "said to contain" material. Thus, should RMC accept a package containing items other than the items purported to be contained as per customer shipping documentation, customer shall not be entitled to insurance coverage or proceeds for what was said to be contained therein (i.e. Customer's package contains rocks instead of precious metals).

Individual incoming boxes delivered via ground transportation which originate from outside of Florida, may be insured for up to and including \$50,000 per box, depending on Customer's agreement with RMC.

Deleterious Elements: Customer MUST contact RMC and seek approval prior to shipment of material containing any of the following elements.

As – Arsenic Be – Beryllium Bi – Bismuth Cd – Cadmium Hg – Mercury Ni – Nickel

Pb – Lead Sb – Antimony Se – Selenium Sn – Tin Te – Tellurium

Failure to do so may result in any of the following including but not limited to: (a) The return of Customer's metal to Customer at Customer's expense, (b) A handling fee of up to \$5,000.00 USD.

Melting and Assaying: From each lot and/or melt RMC shall collect a representative sample in the form of a button, bar, thief sample, and/or by and through any sampling procedure RMC may deem appropriate for the given material. This sample is then used conduct an analysis of Customer's material.

RMC will conduct assay trials and report the results to the Customer. Customer has forty-eight (48) hours in which to object to the assay report after which time the assay report will be deemed accepted by Customer and the right to contest the assay report will be deemed waived. Upon objection by Customer to the assay report, RMC may pursue various options including but not limited to:

Negotiating mutually agreeable figures with which to compute the precious metals contained in the lot or melt, or (b) agreeing with Customer to solicit an umpire assay (third party assay). (Please request an "Umpire Procedure" document should you desire further explanation) Note: RMC will dispose of any and all precious and non-precious material including but not limited to any slag, magnetic, and or any precious and non- precious material not requested by Customer for return. RMC shall be free of any liability to return any additional metal not requested by Customer and/or agreed upon by Customer and RMC or specifically noted in the refining terms. Settlement times may vary depending on available production capacity. Settlement shall not occur during weekends, legal holidays and RMC's vacation periods

Charges: Unless otherwise agreed, Customer agrees to pay any and all preparation, treatment, refining, and/or any other customary charges related to the said material. Sales, use, excise, and/or any other taxes or assessments, levies, or governmental charges be it federal, state, local that are in addition to the above mentioned charges shall be paid by the Customer. All charges become payable after Customer receipt of the invoice. RMC is entitled and empowered to withhold delivery of any returnable or transferable metals or money due to the Customer until such time as all amounts due to RMC by Customer are received. In attempting to retrieve any monies due RMC by Customer or its assigns, RMC reserves the rights and remedies including but not limited to: (a) to cancel any Customer order (b) to refuse to make further deliveries due to Customer (C) to declare due and payable immediately any and all unpaid amounts for goods previously delivered to Customer.

All RMC charges are payable upon the rendering of an invoice. Acceptance of check, draft, credit card payment(s), or any remittance except legal tender (cash) shall not constitute payment until such payment processes are completed and any pay period to contest any charges reflected on this invoice have expired. Until such time, RMC shall be deemed to retain title to and a security interest in all material covered by any RMC invoice to secure the payment of the same. If Customer fails to make payments when due, the amount unpaid is subject to an interest charge of ten percent (10%) per annum discounted to represent the amount of time passed for which payment has not been received. This interest rate is subject to fluctuation without notice based on current bank base lending rates.

Power of Attorney: Customer hereby appoints RMC as Customer's attorney-in-fact, with full power of substitution, to demand, receive, and collect for RMC's own use and benefit all debts, obligations, and accounts receivable now owing to RMC. Customer further authorizes RMC to do all things legally permissible, required, or deemed by RMC to be required, to recover and collect the debts, obligations, and accounts receivable and to use Customer's name in any manner RMC may deem necessary for the collection and recovery of the debts, obligations, and accounts receivable but without cost, expense, or damage to Customer.

Additionally, as a course of business, RMC reserves the right to offset refining charges by liquidating Customer's pool account to the extent that such charges are paid. Such charges include but are not limited to any overdraft fees, unpaid fees or charges, and handling fees for deleterious materials for which Customer is responsible. Customer empowers RMC to offset and/or liquidate any Customer pool account under any company or corporate name where Customer is found to have common ownership, to secure any and all debts owed to RMC. In addition to any costs incurred by RMC in connection with its enforcement of any sums of money, or metal, or value thereof due hereunder or enforcement of its rights hereunder, if RMC employs an attorney to enforce collection of any sums due hereunder or to enforce any of its rights hereunder, in whole or in part, then Customer will pay a reasonable fee representing such attorneys' services including costs, regardless of whether suit is instituted, and whether at trial, on appeal, in mediation, arbitration, or administrative proceedings.

Pool/Toll Account: A pool account is a ledger account representing the amount of returnable metal owed to Customer (if account reflects a positive balance), or the amount of metal owed to RMC (if the account reflects a negative balance). Precious metals are fungible; therefore any unit of material is equivalent to another of like kind i.e. similar quality and/or value, and is deemed adequate payment for purposes of outstanding Pool Accounts. Returnable metal represented in a Customer Pool Account does not pertain to specific, segregated, or identifiable metal; rather it represents a future obligation of RMC to return common inventory of gold, silver, platinum, palladium, or platinum group metals. RMC reserves the right to return precious metals to Customer of like kind representing the ounces of precious metals owed to Customer. RMC reserves the right to offset negative balances in Customer's pool account with respect to any and all metal in Customer's pool account by purchasing and/or liquidating any metals reflecting a positive balance in Customer's pool account. Republic reserves the right to price out any unfixed ounces remaining in Customer pool account in an effort to settle Customer lot. Should Customer desire to leave ounces un-priced in Customer pool account, Customer must notify Republic in writing at least twenty four (24) hours prior to the settlement date of the respective lot; after such time has elapsed, Customer shall be deemed to have waived such right. *Note: Please see RMC Purchases for a description of RMC's returnable metal.*

Consignment: It is expressly agreed upon by both parties that any and all material shipped to Customer, and/or delivered to Customer, and/or released to Customer on a consignment/bailment basis remains the property of RMC, with a security interest in RMC, until the material is returned to RMC in its entirety with interest paid, or material of equal quality, kind, and value is returned to RMC. Customer does not have legal title to such property until the above obligations are fulfilled. Should Customer transfer, assign, sell, or attempt to pass title to said material in any other way, Customer will be responsible for returning to RMC material of like kind, representing the same value. UNLESS OTHERWISE EXPRESSLY AGREED TO IN WRITING ALL CONSIGNMENT TRANSACTIONS ARE FURTHER SUBJECT TO TERMS + PROVISSIONS SET FORTH IN RMC'S FORM CONSIGNMENT CONTRACT WHICH WILL BE FURNISHED UPON REQUEST.

RMC Purchases: Customers will be paid according to their returnable metals. The returnable metal represents the amount of precious metals contained in the Customer lot minus any RMC refining charges and/or any other charges. Returnable metals shall be in the form of fine gold bars and/or granulation unless otherwise agreed Unless otherwise agreed, fine gold bars and/or fine gold granulation shall assay a minimum .9999 fine, and the fine silver bars and/or granulation shall assay a minimum .999 fine. Returnable Platinum, Palladium, and Platinum group metals shall assay a minimum of .9995 fine. RMC shall not be liable for direct or consequential losses stemming directly or indirectly from market fluctuations and/or any other cause whatsoever as a result of late delivery of any material by RMC. RMC delivery schedules are subject to change without notice.

Advances: Should Customer request an advance and RMC approve such a request, Customer will be responsible for any deficit in Customer's account as a result of an over-advance. Customer will be charged of \$1.00 per ounce per day with a minimum charge of

\$150.00. (Subject to change without notice) Any and all security interest in Customer's material held by Customer will be reduced by the amount of such advance. Upon RMC transferring consideration, in the form of wire transfer, check, metal transfer or otherwise, to Customer for and against Customer's metal, Title to said metal shall

pass immediately to RMC. After said metal is sampled, Republic may co-mingle, use or otherwise said metal in any manner RMC deems appropriate. Advances will only be made against lots and/or material for which the estimated elemental content has been Price Fixed.

Fixing of Metal: Customer has the following options when fixing precious metals with RMC:

SPOT – price is determined by RMC Trading Personnel based on the metal price as determined by global markets at the time of fixing.

LONDON PM- fix request must be received by RMC Trading Personnel by 9:30 AM E.S.T. the day of the fix

Note: RMC market prices may reflect a slight discount as stipulated by market conditions.

Customer warrants that any purchase or sale contract has been effectuated by Customer for the sole purpose of securing pricing for the ultimate sale or purchase of precious metals and has not been made for any speculative reason whatsoever. Customer hereby has an obligation to deliver or purchase said metal to or from RMC within ten (10) business days from the effective contract Trade Date. Should Customer fail to deliver/purchase said metal within ten (10) business days, RMC reserves the right to reverse and/or offset this outstanding sales/purchase contract. In the event of a reversal of this contract, RMC will be responsible for the return of any moneys due Customer as a result of the offset within a reasonable amount of time. Should the offset result in Customer owing moneys to RMC, Customer shall be responsible for said funds and RMC may take the following steps to recover said funds owed and outstanding, including but not limited to: (1) liquidation of customer's pool account, (2) liquidation of customer balance, (3) legal action in furtherance of an attempt by RMC to recover funds due as a result of a reversal of this contract. If legal action is required, customer hereby accepts full responsibility for any reasonable costs and/or fees and/or expenses incurred on behalf of RMC in furtherance of this legal action.

Upon the commencement of a trade with RMC, Customer shall receive an e-mail from RMC confirming the trade details. Customer shall be responsible for providing RMC with a proper e-mail address to which trade confirmations shall be sent. Customer shall also bear responsibility for notifying RMC should any changes occur in regards to the desired recipient of the e-mail and/or e-mail address therein. It shall be the responsibility of Customer to notify RMC in the event Customer conducts a trade with RMC and does not receive an e-mail confirmation. Further, Customer agrees that should RMC's records show that RMC sent an e-mail confirmation to Customer, Customer shall be conclusively deemed to have received said e-mail confirmation. By agreeing to the terms and conditions contained herein, and receiving an e-mail confirming the details of Customer's trade, Customer agrees that he has entered into a written, legally binding contract for the sale/purchase of precious metals contained within the confirmation e-mail. Customer further warrants that said contract is in compliance with the Florida Uniform Commercial Code § 672.201, § 668.003

(4) And § 668.004 and agrees to waive any defenses under Florida Uniform Commercial Code § 672.201.

Force Majeure: If Republic Metals Corporation is prevented from completing performance of any or all of its obligations under this Agreement by an act of God or any other occurrence beyond its control, then Republic Metals Corporation shall be excused from further performance upon notice to Customer stating the reason for the nonperformance. Additionally, the parties understand that performance by Republic Metals Corporation may be interrupted or delayed by an occurrence outside of its control, including but not limited to the following: an act of God e.g. hurricanes and floods, war, riot, sovereign conduct, loss of electrical power for any reason whatsoever, or conduct of third parties. If that should occur, Republic Metals Corporation shall be excused from performance for as long as reasonably necessary to complete performance.

Liability: Under no circumstances shall RMC be liable for any incidental or consequential damages incurred by Customer for breach of any obligation arising out of or relating to the transactions herein or to the subsequent sale or use of returnable metals delivered to Customer hereunder. Except otherwise provided, the aggregate liabilities of RMC to Customer arising out of or relating to any breach of warranty shall not exceed the aggregate refining fees actually paid by Customer to RMC in regard to the materials or returnable metals which are the subject to the breach.

As a condition precedent to conducting business with RMC, Customer agrees that if Customer fails to comply with any of its obligations herein, Customer will indemnify and hold RMC harmless from all injuries, costs, suits, expenses (including without limitation attorney's fees and other costs of defenses), liabilities, fines, penalties, judgments, cost of settlement, losses and other damages that RMC may incur as a result of such failure by Customer.

Integration: This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed, and incorporated all representations or modifications concerning this instrument whether arising from any usage or trade, course of dealing, accepted industry practice, course of performance, evidence of consistent additional terms, or otherwise.

Parties: Both Parties agree that they are merchants as defined in the Uniform Commercial Code § 2-104 (1).

Waiver: The waiver by RMC of any Customer breach of these Standard Terms or forbearance of RMC to enforce its rights hereunder shall not operate as or be construed as a waiver of subsequent breach by Customer or a waiver of rights of RMC.

Severability: If any provision of these Standard Terms is found by a court of competent jurisdiction to be wholly or partially invalid, the remaining provisions will nonetheless be valid and enforceable

Modification of Terms and Conditions: The terms, conditions, stipulations, rules, regulations and schedules set forth herein are subject to change without prior notice. RMC specifically reserves the right to so amend, change, revise and/or modify same in its sole option and discretion. Upon receipt of these Standard Terms and General Operating Conditions and as they may be subsequently amended, changed, revised and/or modified, the Customer agrees to be bound by and subject to same upon delivery. Delivery shall be deemed completed by having been made in person, by regular mail, by fax, via email or on the internet. In addition, these Standard Terms and Conditions shall be deemed to be incorporated into each and every transaction between RMC and Customer, whether or not specifically stated therein.

Execution of Standard Terms and General Operating Conditions: In the event an electronic signature or such similar signature accepting RMC's Standard Terms and General Operating Conditions is required by RMC as part of the onboarding process of a new Customer the Customer shall comply with that requirement. Failure to so comply will result in the RMC's declining to approve the Customer. Until such time as an electronic signature or such other similar signature of a new Customer is required as part of the on boarding process the failure of the new Customer to execute RMC's Standard Terms and General Operating Conditions shall not relieve that Customer from being subject to same. Completion of the then existing on boarding process shall conclusively be deemed to be acceptance by Customer of said terms and conditions. The terms and conditions set forth herein contain schedules and terms and conditions are subject to change without notice. Upon receipt of these Standard Terms and General Conditions, whether via fax, mail, or in person, I, and/or the company I represent and/or for which I am an agent, agrees to be bound by the terms, conditions, stipulations, rules, and regulations contained herein. Delivering material or doing business with RMC after having received the Standard Terms and General Operating Conditions deems that I have agreed to accept the Terms and General Conditions contained herein regardless of whether I have signed this agreement.