

**Exhibit "A"**

**Consignment Agreement**



# REPUBLIC METALS CORPORATION™

Refiners of Precious Metals

Gold • Silver • Platinum • Palladium

---

## CONSIGNMENT AGREEMENT

---

**THIS AGREEMENT** made the 12 day of May 2017, by and between Republic Metals Corporation, a company incorporated under the laws of Florida, with offices located at 12900 NW 38th Avenue, Miami, Florida (the "CONSIGNOR") and USGB LLC D/B/A UNITED STATES GOLD BUREAU, a corporation incorporated under the laws of Texas, with offices located at 1908 Kramer Lane Building B, Suite 300 Austin, TX 78758 (the "CONSIGNEE").

WHEREAS, Consignor and Consignee by this Agreement have entered into a consignment relationship with each other whereby Consignor shall deliver precious metals on consignment to Consignee, and

WHEREAS, by virtue of the aforesaid consignment relationship, Consignor has heretofore delivered to Consignee certain precious metals on consignment, and,

WHEREAS, the Consignor and Consignee desire to enter into this Consignment Agreement to reflect their present consignment relationship which includes any present consignment shipments made between the parties immediately prior to this Agreement and make provision for their respective rights duties and obligations arising out of their of said relationship:

**NOW THEREFORE**, in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which being mutually agreed and acknowledged and mutual the promises and covenants herein contained by each to be performed, the parties agree as follows:

### 1 Definitions

- 1.1 In this Agreement, unless the context requires otherwise, the following terms shall have the following respective meanings:

**Business Day** means any weekday, Monday through Friday from 9:00 AM to 5:00 PM EST, excluding United States holidays generally recognized by United States banks and/or holiday dates recognized by Consignor resulting in it being closed for business. Upon request Consignor's current holiday schedule will be provided.

**Consignment** means a consignment of Precious Metals forming the subject





# REPUBLIC METALS CORPORATION™

Refiners of Precious Metals

Gold • Silver • Platinum • Palladium

matter of an individual request by the Consignee pursuant to Clause 2.1;

**Precious Metals** means Gold or Silver or Platinum or Palladium or any other precious metals, as the case may be, in the form of grains, bars, coins, and/or any other commercially acceptable shape or form.

**Consignment Precious Metals** means Gold or Silver or Platinum or Palladium, as the case may be, in the form of grains, bars, coins, and/or any other commercially acceptable shape or form consigned by the Consignor to the Consignee pursuant to this Agreement

**Delivery Point** means the place of delivery of the Consignment by the Consignor to the Consignee and the point at which risk shall pass to the Consignee in accordance with Clause 3.2 and Annex 1 respectively

**Market Price** means, for any Business Day, the price per ounce of Gold or Silver quoted to the Consignee by the Consignor either as a spot price or a published “fix price”.

**Safe Storage Site** means the Delivery Point, or if the Safe Storage Site differs from the Delivery Point, it means a storage site or facility approved in advance in writing by Consignor after having been given sufficient information about such location to make an informed determination about the safety and suitability of the location. Burden is upon Consignee to initiate and advise Consignor in advance about such other storage sites. Failure of Consignee to comply with this provision shall be deemed a material breach of this Agreement and entitle Consignor to any and all remedies provided herein in consequence of Consignor’s breach of the Agreement.

- 1.2 In this Agreement, any reference to a Clause shall be a reference to a clause of this Agreement.
- 1.3 Clause headings are for ease of reference only and shall not affect the construction of this Agreement.
- 1.4 This Consignment Agreement shall take precedence over any prior Consignment Agreement that may have been entered into between the parties.

## Consignment

- 1.5 The Consignor shall, upon the request of the Consignee and subject to the terms and conditions set out in this Agreement, deliver and/or consign



COMEX  
GOOD DELIVERY

SHANGHAI  
GOLD EXCHANGE



HQ Republic Metals Corporation | 12900 NW 38th Ave, Miami, FL 33054  
T 888-685-8505 | E info@republicmetalscorp.com | W republicmetalscorp.com



# REPUBLIC METALS CORPORATION™

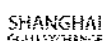
Refiners of Precious Metals

Gold • Silver • Platinum • Palladium

Consignment Precious Metals as applicable to the Consignee. Nothing in this agreement shall oblige the Consignor to accept any request by or on behalf of the Consignee to deliver and/or consign Consignment Precious Metals to the Consignee contrary to the term and provisos of this Agreement.

Thereupon, and upon satisfaction of any other provisions set forth herein, the Consignor will only dispatch a Consignment once all of the following terms have been agreed by the parties and have been confirmed in writing by such method as the Consignor may require in accordance with its standard procedures in place from time to time:

- (a) The quantity (in number of weight) and description of the Consignment Precious Metals
  - (b) The proposed date of delivery of the Consignment Precious Metals;
  - (c) The Delivery Point, the point at which risk in the Consignment will pass to the Consignee pursuant to Clause 3.2; and
  - (d) The Safe Storage Site, if different from the Delivery Point. If storage is at Delivery Point, Consignee shall state the same.
  - (e) Consignor shall not be required to deliver any Consignment material to Consignee which shall result in their being in excess of the Consignment Value Limit of Consignment Precious Metals (as specifically referred to in Annex) outstanding at any one time for which value has not been given.
- 1.6 Once the Consignor has accepted a request for a Consignment, the Consignee can only cancel the request with the Consignor's prior agreement in writing, and on condition that the Consignee reimburses the Consignor any reasonable costs and expenses already incurred by the Consignor in preparing the Consignment i.e. fabrication fees for custom products
- 1.7 Unless agreed otherwise in writing, the Consignment Precious Metals shall be of at least the minimum fineness to comply with the specifications set forth in the Consignee's consignment Request.
- 1.8 All delivery costs will be for the account of the Consignor unless expressly agreed otherwise between the Consignor and the Consignee, and to the extent applicable any taxes, duties and other levies and/or charges imposed by governmental or other authority in connection with the Consignment Precious Metals shall be borne and paid by the Consignor.
- 1.9 Upon the arrival of Consignment Precious Metals at the Delivery Point, the Consignee shall immediately inspect the Consignment Precious Metals, sign accompanying delivery memo, ticket or other such similar instrument and accordingly, confirm to the Consignor in writing the safe





# REPUBLIC METALS CORPORATION™

Refiners of Precious Metals

Gold • Silver • Platinum • Palladium

arrival and receipt of the Consignment Precious Metals. Consignee can only store Consignment Precious Metals at a "Safe Storage Site" and immediately transport the Consignment Precious Metals to the vaults or other secure location in which it will be stored. Regardless of such writing, confirmations as set forth herein shall also be communicated by email to the Consignor. If Safe Storage site differs from delivery point, Consignor must approve of same as provided hereinabove. If multiple Safe Storage sites exist, Consignee must provide inventories of Consignment Precious Metals at each Safe Storage Site.

- 1.10 Signature of the delivery note, ticket or other such writing and/or acceptance of a Consignment Precious Metals shipment without signature shall be evidence of delivery of the agreed quantity and quality of Consignment Metals, and the Consignee shall have no claim against the Consignor in respect of delivery of the incorrect quality or quantity of Consignment Precious Metals unless:
  - (a) the Consignee gives written notice to the Consignor within 3 days of delivery specifying the error; and
  - (b) the Consignor is given a reasonable opportunity, after receiving such notice, of examining the Consignment Precious Metals and verifying the non-conformity of the Consignment.
- 1.11 If the Consignment Precious Metals are found by the Consignor to have been delivered in the incorrect quality or quantity, the Consignor shall rectify the error as soon as reasonably practicable and provided it does so the Consignor shall have no further liability arising out of such error.
- 1.12 Between the date of delivery of the Consignment and the date that the Consignee gives value for the same, the Consignee shall pay the Consignor the Consignment Financing Cost (as specifically referred to in Annex 1) computed based on the daily value of the Consignment according to daily published London fixing price for Silver and 2<sup>nd</sup> London Gold fixing price for Gold, Platinum, and Palladium. In the event no 2<sup>nd</sup> day London Gold price has been published for any date during which said calculation is applicable, then closest prior date upon which a 2<sup>nd</sup> London Gold Price was published shall be used. Interest payments shall be made monthly. Interest rate is subject to change upon written confirmation by both parties. For each Consignment Precious Metals, the Consignee shall either give full value or for the portion for which full value has not given, return said Consignment Precious Metals to Consignor within one month(s) of Consignee's original receipt of the same.

## 2 Title, Risk and Insurance



COMEX  
GOOD DELIVERY

SHANGHAI  
FUTURE EXCHANGE



HQ Republic Metals Corporation | 12900 NW 38th Ave, Miami, FL 33054  
T 888-685-8505 | E info@republicmetalscorp.com | W republicmetalscorp.com



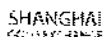
# REPUBLIC METALS CORPORATION™

Refiners of Precious Metals

Gold • Silver • Platinum • Palladium

Full legal, beneficial and equitable title to the Consignment Precious Metals shall remain vested in the Consignor unless and until the Consignee Gives Value for all or any part of the Consignment pursuant to Clause 4, in which event title in that part of the Consignment for which Value was given (but not in any other part of the Consignment Precious Metals) shall pass to the Consignee upon receipt by the Consignor of payment in full in cleared funds for that part of the Consignment Precious Metals.

- 2.1 Notwithstanding that title has not passed, upon delivery of the Consignment Precious Metals to the agreed Delivery Point, risk of loss shall pass to the Consignee and the Consignee shall bear the entire risk of loss, theft, damage and/or destruction of the Consignment Precious Metals from any cause whatsoever until any redelivery to the Consignor pursuant to and in accordance with this Agreement
- 2.2 The Consignor shall insure each Consignment to the agreed Delivery Point.
- 2.3 From the Delivery Point and so long as any Consignment Precious Metals is at the risk of the Consignee:
  - (a) the Consignee shall insure the Consignment Precious Metals, at its own expense, with a financially sound and reputable insurance company or companies approved by the Consignor in writing per in Annex 1, on terms and conditions acceptable to the Consignor, against loss, theft, damage and destruction and any other insurable risks which may from time to time be reasonably required by the Consignor, in such amounts that are greater than or equal to the maximum amount of Consignment Precious Metals in possession of Consignee at any Safe Storage Site, with the Consignor as sole loss payee in respect of such Consignment Precious Metals, the policy which shall be attached hereto;
  - (b) the Consignee shall deliver to the Consignor, at the commencement of each term of the policy, and from time to time on the Consignor's reasonable request, confirmation from the Consignee's insurers or brokers in a form satisfactory to the Consignor of the terms and validity of such insurance; and
  - (c) if the Consignee shall fail to take out or maintain such insurance in accordance with this Clause 3.4, or to produce sufficient evidence (in the opinion of the Consignor) that the policy or policies are in full force and effect in accordance with this Clause 3.4, the Consignor shall be entitled, at the Consignee's expense, to take out and/or maintain such insurance, and shall be reimbursed on demand by





## REPUBLIC METALS CORPORATION™

Refiners of Precious Metals

Gold • Silver • Platinum • Palladium

the Consignee all premiums and related costs incurred in exercising this right.

- 2.4 (A.) Subject to paragraph 2.5 B, below unless and until full legal, beneficial and equitable title to and property in the Consignment Precious Metals passes to the Consignee in accordance with Clause 4, or is redelivered to the Consignor in accordance with Clause 5, the Consignee shall:
- (a) hold the Consignment Precious Metals on a fiduciary basis as the Consignor's Bailee;
  - (b) store and safely keep the Consignment Precious Metals for the Consignor in the Safe Storage Sites approved by the Consignor, with all reasonable care, in a manner satisfactory to the Consignor, and at its own cost and expense, and not remove the Consignment Precious Metals from those vaults or locations
  - (c) keep the Consignment Precious Metals segregated from other products and marked clearly by the Consignee as the Consignor's property;
  - (d) not convert, co-mingle or otherwise deal with the Consignment Precious Metals;
  - (e) not create, incur, assume or suffer to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever over any of the Consignment Precious Metals;
  - (f) at all times keep an accurate and up to date inventory of the Consignment Precious Metals, including details of all purchases and giving value for the Consignment Precious Metals made pursuant to this Agreement and shall immediately upon request submit a copy of such inventory to the Consignor;
  - (g) Provide, on a weekly basis, a Consignment report, detailed all Consignment Precious Metals possessed by Consignee, and their respective locations
  - (h) permit the Consignor and its representatives to examine the Consignment Precious Metals and the inventory kept pursuant to paragraph (f) above at any time on reasonable notice; and



COMEX  
GOOD DELIVERY

SHANGHAI  
GOLD EXCHANGE



HQ Republic Metals Corporation | 12900 NW 38th Ave, Miami, FL 33054  
T 888-685-8505 | E info@republicmetalscorp.com | W republicmetalscorp.com



# REPUBLIC METALS CORPORATION™

Refiners of Precious Metals

Gold • Silver • Platinum • Palladium

- (i) indemnify the Consignor and hold it harmless against any and all liabilities, damages, losses, costs, expenses, suits, claims, demands or judgments of any nature (including, without limitation, attorneys' fees and expenses) arising from or in connection with any loss, theft, destruction or damage to any Consignment Precious Metals.

(B.) Notwithstanding the provisions of paragraph 2.5 A above, the Consignee may "consume" Consignment Precious Metals prior to giving "Value" to Consignor. However, Consignee will provide a transaction detail (without client names) specifying the daily consumption. The maximum allowable "consumed ounces" shall be agreed upon by both parties prior to delivery of any consignment material. Following a consumption transaction that results in consumption equal to or greater than said maximum "consumed ounces", Consignee, within one business day, shall give value to Consignor so that the excess "consumed ounces" is reduced to Zero.

- 2.5 Upon reasonable prior notice, the Consignee grants the Consignor, its agents and employees an irrevocable license to enter any premises where the Consignment Precious Metals are or may be stored in order to inspect it, or, where the Consignee's right to possession has terminated pursuant to Clause 6.1-6.3, to recover it.
- 2.6 Immediately upon title in any Consignment Precious Metals passing to the Consignee pursuant to Clause 3.1, the Consignee shall withdraw and keep separate such Consignment Precious Metals and shall notify the Consignor in writing of a description and specifications of the Consignment Precious Metal for which Value has been given.

### 3 Giving Value for Consignment Precious Metal

- 3.1 Subject to the terms of this Agreement, the Consignee may, from time to time, give Value for all or any part of any Consignment Precious Metals.
- 3.2 The prices and rates for giving Value for the Consignment Precious Metals by the Consignee may, by agreement between the Consignor and the Consignee, be based on market and premium, fixing and premium, location swap and premium i.e. Loco London Swap or any other pricing method expressly agreed between them,
- 3.3 Unless agreed otherwise by the Consignee and the Consignor, the payment of premiums or and/or fabrication fees in connection with the Consignment Precious Metals shall be in US Dollars and payment shall be made by the Consignee in US Dollars by wire.



COMEX  
GOOD DELIVERY

SHANGHAI  
GOLD EXCHANGE



18Q Republic Metals Corporation | 12900 NW 38th Ave, Miami, FL 33054  
T 888-685-8505 | E info@republicmetalscorp.com | W republicmetalscorp.com



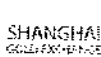


# REPUBLIC METALS CORPORATION™

Refiners of Precious Metals

Gold • Silver • Platinum • Palladium

- 3.4 The giving of Value for the Consignment Precious Metals by the Consignee shall be subject to the Consignor's standard contract or terms and conditions for the sale and purchase of consigned Precious Metals in force from time to time. **IN THIS REGARD, THE CONSIGNEE IS REFERRED TO THE CONSIGNOR'S STANDARD TERMS AND CONDITIONS AS PUBLISHED AS AN ATTACHMENT TO ITS WEB SITE**
- 3.5 Unless agreed otherwise by the parties in writing, the Consignee shall pay the Consignor the purchase price or give Consignor value of any Consignment Precious Metals purchased/tolled pursuant to this Agreement, on the First Business Day after the date from which the purchase is agreed, by wire into the bank account and/or metal deposited into RMC's denominated metal account(s) or both as notified by the Consignor to the Consignee in writing. The process of payment of the purchase price or giving value is not completed or fulfilled under this Agreement until actual payment or giving value is made and completed within the time period and manner set forth herein. Until such time, the Consignee's election to pay or give value is only a conditional election, subject to compliance with the terms and provisions set forth herein. The failure of Consignee to pay or give value within the time limit and manner set forth herein with regard to precious metals purchased/tolled shall be deemed a breach of this Agreement, the result of which shall be as if the Consignee did not make the payment or giving value election set forth herein.
- 3.6 All value to be given by the Consignee for the Consignment Precious Metals shall be given in full, in cleared funds, and without deduction or set-off.
- 3.7 The Consignor reserves the right to charge interest on any amount remaining unpaid after the due date for payment, from the due date to the date of payment, at the rate of **Ten Percent (10%) per annum** unless otherwise and mutually agreed to in writing.
- 3.8 The Consignor shall provide the Consignee with monthly invoices which specifies the amount of monthly interest owned by Consignee and in addition specifies the daily market price of the Consigned Material during that month.





# REPUBLIC METALS CORPORATION™

Refiners of Precious Metals

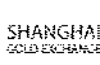
Gold • Silver • Platinum • Palladium

## 4 Return of Consignment Precious Metals

- 4.1 Unless otherwise extended by agreement between the parties in writing, and unless sooner terminated in accordance with this Agreement, each Consignment shall be terminated upon the last day set forth in Clause 1.12 above, and any Consignment Precious Metals not purchased by Consignee by that time shall be returned by Consignee, at its expense, to Consignor within 3 days after such termination. The Consignee may terminate any Consignment at any time by so notifying the Consignor and returning any Consignment Precious Metals not purchased within 3 days of such notice by delivering same of Consignor at Consignee's expense.
- 4.2 Any part of the Consignment Precious Metals for which value is not given to Consignor by Consignee, shall be physically returned to the Consignor at such address as shall be designated by the Consignor in writing. Prior to delivery, the Consignee shall agree with the Consignor in writing the date of the return of the Consignment Precious Metals and the quantity and description to be returned.
- 4.3 All Consignment Precious Metals returned to the Consignor shall be delivered, at the Consignee's sole risk and expense, to the Delivery Point agreed with the Consignor, in the same form as the Consignment Precious Metals had been delivered to the Consignee pursuant to Clause 2 or in any other form expressly agreed by the Consignor in writing. Notwithstanding any provision to the contrary otherwise set forth herein, all heretofore Consigned Precious Metals delivered by Consignor to Consignee (not otherwise purchased and paid for in strict accordance with this Instrument) shall be delivered by Consignee to Consignor within reasonable time frame as requested by Consignee.

## 5 Termination

- 5.1 In the event that any one or more of the following events shall occur:
- (a) the Consignee fails to pay to the Consignor when due any amounts payable of metals or moneys under this Agreement, or fails to return to the Consignor when due any Consignment Precious Metals, or fails to insure any Consignment Precious Metals as required by this Agreement, or commits any continuing or material breach of any of the other terms of this Agreement;
  - (b) any statement, representation or warranty made by the Consignee is found to be incorrect or inaccurate in any material respect;





## REPUBLIC METALS CORPORATION™

Refiners of Precious Metals

Gold • Silver • Platinum • Palladium

- (c) the Consignor has reasonable grounds to believe that the Consignee has acted fraudulently;
- (d) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Consignee;
- (e) an order is made for the appointment of an administrator to manage the affairs, business and property of the Consignee or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Consignee or notice of intention to appoint an administrator is given by the Consignee the Consignee makes any voluntary arrangement with its creditors or becomes subject to an administration order;
- (f) the Consignee files a Petition in Bankruptcy seeking liquidation or reorganization.
- (g) the Consignee ceases, or threatens to cease, to carry on business;
- (h) the Consignee, in the Consignor's sole judgment, becomes unable to carry out any of its obligations under this Agreement or any individual agreement for the purchase of Consignment Metals pursuant to this Agreement or suffers any material change in its financial status; or
- (i) the Consignee purports to assign its rights or obligations under this Agreement other than in accordance with the terms of this Agreement, then the Consignor may, by immediate notice in writing to the Consignee, terminate this Agreement in whole or in part. The parties agree that with regard to subparagraph (d) (e) and (f), if an event specified therein takes place, it shall be deemed that termination of the Agreement automatically took place prior to such event and that Consignee shall be entitled to take immediate possession of all Consigned Precious Metals for which no value was given, with or without self-help. Further, it shall be deemed a material breach of this Agreement in the event any such described event takes place.

5.2 This Clause 5 and any clauses, which by their nature are intended to survive termination, shall survive the termination of this Agreement.

5.3 Termination of this Agreement however caused shall be without prejudice to any rights or liabilities of the parties accrued as at the date of termination.

## 6 Set off

6.1 The Consignor shall be entitled to set off any of its obligations to the Consignee (under this or any other agreement), whether matured, contingent or otherwise, against any sums due by the Consignee to the Consignor under this Agreement.





# REPUBLIC METALS CORPORATION™

Refiners of Precious Metals

Gold • Silver • Platinum • Palladium

## 7 Force Majeure

- 7.1 The Consignor reserves the right to defer the date of delivery or to cancel any Consignment or reduce the quantity of Consignment Precious Metals in any Consignment (without liability to the Consignee), by giving notice in writing to the Consignee, if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Consignor including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
- 7.2 If the Consignor is unable to deliver the Consignment Precious Metals within a reasonable period after giving notice under Clause 9.1, the Consignee shall be entitled to give notice in writing to the Consignor to cancel the affected Consignment, without liability to the Consignor.

## 8 (A.) General

- 8.1 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not prevent a party from subsequently requiring compliance with the waived obligation.
- 8.2 The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law. Consignee, acknowledges and authorizes that Consignor shall file appropriate UCC 1 Financing Statements in appropriate jurisdictions.
- 8.3 No variation of this Agreement or of any contract made pursuant to it shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 8.4 The Consignor shall be entitled to assign its rights under this Agreement to any person. The Consignee may not assign or transfer the whole or any part of this Agreement to any person without having obtained the prior





## REPUBLIC METALS CORPORATION™

Refiners of Precious Metals

Gold • Silver • Platinum • Palladium

written consent of the Consignor which consent is at the sole option and discretion of the Consigner.

- 8.5 If any part of this Agreement becomes invalid, illegal or unenforceable, the other provisions of this Agreement and the remainder of the affected provision shall continue to be valid and the parties shall in such an event negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which as nearly as possible validly gives effect to their intentions as expressed in this Agreement.
- 8.6 This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.
- 8.7 This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, negotiations and discussions between the parties relating to it. Nothing in this Agreement shall exclude or limit either party's liability for fraudulent misrepresentation.
- 8.8 No third party shall have any right to enforce any term of this Agreement, except that any permitted assignee of the parties shall, after the assignment, in its own right be able to enforce any term of this Agreement in accordance with the terms of this Agreement as if it were a party.

### **(B.) Arbitration, Forum**

**(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



COMEX  
GOOD DELIVERY

SHANGHAI  
GOLD EXCHANGE



HQ Republic Metals Corporation | 12900 NW 38th Ave, Miami, FL 33054  
T 888-685-8505 | E info@republicmetalscorp.com | W republicmetalscorp.com



## REPUBLIC METALS CORPORATION™

Refiners of Precious Metals

Gold • Silver • Platinum • Palladium

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. No arbitration shall go forward or be conducted without the agreement of the AAA to utilize three arbitrators and in the event such be the case, either party may litigate any dispute between them in a court of competent jurisdiction, arising out of related to the Agreement as if the arbitration provisions set forth herein did not exist. Provided however that the venue provisions set forth herein shall apply and the prevailing party shall be entitled to its costs and reasonable attorney fees. it shall not be grounds for avoiding or refusing to arbitrate in the event the AAA procedure for selecting three arbitrators shall differ from the procedure set forth above, provided that said selection shall be conducted utilizing a blind procedure. The parties shall equally divide the fees of the three arbitrators subject to the prevailing party provisions set forth herein.

**(C.) (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 .

**(D.)** 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



COMEX  
GOLD DELIVERY

SHANGHAI  
GOLD EXCHANGE



HQ Republic Metals Corporation | 12900 NW 38th Ave, Miami, FL 33054  
T 888-685-8505 | E info@republicmetalscorp.com | W republicmetalscorp.com



# REPUBLIC METALS CORPORATION™

Refiners of Precious Metals

Gold • Silver • Platinum • Palladium

AGAINST REPUBLIC METALS CORPORATION (AS DEFINED HEREIN) OR  
RELATED PARTIES.

## 9 Notices

9.1 Any notice or other communication given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by pre-paid airmail or fax or email to the address and for the attention of the relevant party set out below (or as otherwise notified by that party under this Clause). Any such notice shall be deemed to have been received:

- (a) if delivered personally, at the time of delivery;
- (b) in the case of registered airmail, five days from the date of posting; and
- (c) in the case of fax or email at the time of transmission

provided that if deemed receipt occurs before 9am on a Business Day the notice shall be deemed to have been received at 9am on that day, and if deemed receipt occurs after 5pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9am on the next Business Day.

9.2 The addresses and fax numbers of the parties for the purposes of this Clause are:

[The Consignor]

Address: 12800 NW 38<sup>th</sup> Avenue, Opa Locka, FL, 33054

To the attention: Legal Department and Jason Rubin

Fax number:

Email address: [A.Silverstein@rmcorp.com](mailto:A.Silverstein@rmcorp.com)

[J.Rubin@republicmetalscorp.com](mailto:J.Rubin@republicmetalscorp.com)

[The Consignee]

Address: 1908 KRAMER LANE, BUILDING B, SUITE 300, AUSTIN, TX 78758

To the attention LEGAL DEPT: MATT A. FERRIS

Fax number:

Email address: [MATT.FERRIS@USGOLDBUREAU.COM](mailto:MATT.FERRIS@USGOLDBUREAU.COM)

9.3 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out above (or as otherwise notified by that party under this Clause) and delivered either to that address or into the custody of the postal authorities as a pre-paid airmail letter, or that the notice was transmitted by fax to the fax number of the relevant party set out above or by email to the email address set out above (or as otherwise notified by that party under this Clause).

## 10 Enforceability





# REPUBLIC METALS CORPORATION™

Refiners of Precious Metals

Gold • Silver • Platinum • Palladium

- 10.1 The Consignee hereby represents and warrants to the Consignor as of the date of this Agreement and as of the date of any Consignment, or purchase by the Consignee of Consignment Silver pursuant to this Agreement that:
- (a) the Consignee has all requisite power and authority to enter into and perform the terms and provisions of this Agreement, and that such performance shall not be in conflict with, result in a breach of, or constitute a default under any agreement or other instrument to which the Consignee is a party or by which it is bound, and shall not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Consignee;
  - (b) its obligations under this Agreement and in respect of each Consignment and purchase of Consignment Precious Metals are legal, valid and binding obligations, enforceable against it in accordance with their terms and performance by the Consignee of such obligations will not violate any provision of law, any order of any court or of any other agency of government; and
  - (c) all applicable legal and/or regulatory registrations, approvals and other requirements of the jurisdiction in which the Consignee is operating in respect of this Agreement have been obtained and remain in full force and effect.

## 11 Law and Jurisdiction

- 11.1 This Agreement shall be governed by and construed and performed in accordance with the laws of the State of Florida.
- 11.2 The Consignee irrevocably waives any objection which it may at any time have to the laying of the venue of any proceedings be it arbitration or proceedings to enforce an award or require arbitration in the State of Florida and any claim that any such proceedings have been brought in an inconvenient forum, and the parties further irrevocably agree that an arbitration award may be reduced to judgment and shall be conclusive and binding upon the parties and may be enforced in the courts of any other jurisdiction.



COMEX  
GOOD DELIVERY

SHANGHAI  
GOLD EXCHANGE



Republic Metals Corporation | 12900 NW 38th Ave, Miami, FL 33054  
T 888-685-8505 | E info@republicmetalscorp.com | W republicmetalscorp.com





**REPUBLIC METALS CORPORATION™**  
Refiners of Precious Metals  
Gold • Silver • Platinum • Palladium

**The Parties hereunto set their hands and seals the day and year set forth adjacent to their respective names**

CONSIGNOR :

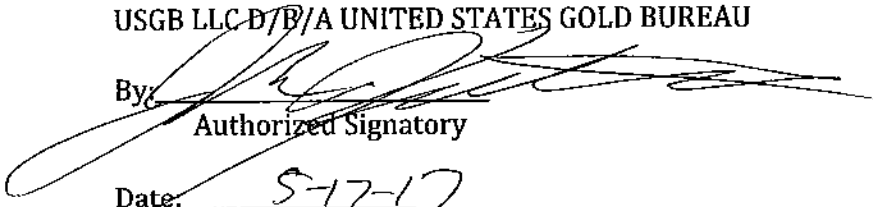
REPUBLIC METALS CORPORATION

By: \_\_\_\_\_

Date: \_\_\_\_\_

CONSIGNEE:

USGB LLC D/B/A UNITED STATES GOLD BUREAU

By:   
Authorized Signatory

Date: 5-17-17



COMEX  
GOOD DELIVERY

SHANGHAI  
GOLD EXCHANGE





# REPUBLIC METALS CORPORATION™

Refiners of Precious Metals

Gold • Silver • Platinum • Palladium

## ANNEX 1 to Consignment Agreement

Delivery Point(s): US6B

\*Loss Payee Cert Attached:

Safe Storage Site (if different from delivery point): \_\_\_\_\_

\*Loss Payee Cert Attached:

Consignment Value Limit (\$ and/or Ounces): 200,000 (\$)  
(To be completed by RMC)

Consignment Financing Cost: 0.0%  
(To be completed by RMC)

Legal Name and Location of Consignee:

Name: US6B LLC

Location: 1908 Kramer Lane Bldg. B, suite 300 Ast. ntk 08758



COMEX  
GOOD DELIVERY

SHANGHAI  
GOLD EXCHANGE



HQ Republic Metals Corporation | 12900 NW 38th Ave, Miami, FL 33054  
T 888-685-8505 | E info@republicmetalscorp.com | W republicmetalscorp.com