EXHIBIT C

RMC² Standard Terms
Introduction: Unless otherwise stipulated, these Standard Terms and General Operating Conditions “Standard Terms” are applicable to transactions and/or contracts between RMC² LLC, its members, directors, officers, staff, agents, successors and assigns “RMC²” and Customer. “Customer” is defined as any business, corporation, company, person, entity, or anyone else transacting business with RMC² or any subsidiary division in any manner whatsoever.

Any contract or agreement entered into between Customer and RMC² will operate as if the terms represented in these Standard Terms were made expressly a part thereof. RMC²’s Standard Terms is the governing document with respect to any and all business dealings between RMC² and Customer and shall override any and all provisions, terms, and stipulations in Customer purchase orders, sales orders and/or any other Customer documents.

RMC²’s failure to object to any terms, provisions, and/or stipulations represented in any Customer documents that are at variance with RMC²’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 RMC² 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; the 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 RMC² that it will fully, defend, protect, indemnify, and hold harmless RMC² from any adverse claim thereto. Customer warrants that any transaction initiated by Customer will not cause RMC² 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.

Customer warrants that they have a satisfactory Patriot Act compliance program and that any and all customers with whom they deal are in compliance of said program. Customer warrants that any and all material delivered to RMC² has satisfied any and all local, state and federal holding requirements.

Insurance, Delivery, Weighing, and Sampling: Customer must notify RMC², within a reasonable period of time, of the insurable value of any shipments destined for RMC² (Completion of on-line Fed-Ex form satisfies the notice requirement). Failure to provide such notice will result in Customer bearing the risk of loss of the material until such time as RMC² is able to insure the incoming material. Risk of loss of material will pass from Customer to RMC² upon delivery to and acceptance at RMC²’s refinery, unless otherwise agreed to in writing. Upon receipt by RMC² of metal sent by Customer for refining and acceptance by RMC², RMC² shall bear the responsibility of insurance for loss or damage to such metal while at RMC². RMC² reserves the right to reject and return materials to Customer at Customer’s expense.

In the event that RMC²’s agreement with Customer includes insurance, PLEASE NOTE: The insurance afforded the client is specifically limited by the following: RMC²’s insurance does not include or cover/protect packages that have been rejected by RMC²’s shipping department. Packages will be rejected if 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 RMC²’s shipping department at the time of arrival.

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Further, RMC\textsuperscript{2}'s insurance does not cover “said to contain” material. Thus, should RMC\textsuperscript{2} 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 $35,000 per box, depending on Customer’s agreement with RMC\textsuperscript{2}. All other shipments, regardless of origin or medium of transport, may be insured for up to and including $200,000 per box, contingent on Customer’s agreement with RMC\textsuperscript{2}.

Customers who wish to obtain insurance through RMC\textsuperscript{2} must provide prior notice to RMC\textsuperscript{2} of the weight and insured value of each package. In all cases, Customer shall bear the risk of loss for material that exceeds $200,000 per package. Additional insurance per package may be purchased through RMC\textsuperscript{2}.

Any and all material sent by Customer shall be labeled bearing the weight, description and identification of lots of said metal. In an effort to minimize refining costs, RMC\textsuperscript{2} may request Customer material be packaged in a particular way prior to shipment to RMC\textsuperscript{2}. Customer must follow all instructions that RMC\textsuperscript{2} may give to Customer regarding the packaging of material. Material that arrives packaged in a manner other than that requested by RMC\textsuperscript{2} is subject to processing fees.

All weights of Customer material are to be verified and ultimately determined by personnel of RMC\textsuperscript{2}. In the event Customer’s material should arrive at RMC\textsuperscript{2} with any broken seals, damaged seals, or seals that indicate tampering, RMC\textsuperscript{2} will seek Customer permission prior to the weighing, sampling, assaying, and/or any other procedures with respect to said material. Settlement weights are determined and governed by RMC\textsuperscript{2}.

RMC\textsuperscript{2}'s acknowledgment of receipt of Customer material shall not constitute agreement as to the quantity, weight, aesthetics, or description stipulated by Customer. RMC\textsuperscript{2} 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\textsuperscript{2} shall keep Customer informed of the processing of Customer's material. Any disagreement between RMC\textsuperscript{2} and Customer resulting in a frustration of the agreement, and requiring return of unrefined material, will be done at the Customer's expense and Customer shall be responsible for any costs incurred during processing and treatment period (i.e., melting, sampling, weighing, analysis, etc.)

Customer shall notify RMC\textsuperscript{2} in writing of any alleged errors or inaccuracies in its settlement statement from RMC\textsuperscript{2} within 5 business days after receipt of settlement. If Customer fails to provide such notice within 5 business days after receipt of settlement, Customer is deemed to have accepted and agreed to said settlement statement.

Operations: RMC\textsuperscript{2} does not remove and/or recover gems or stones provided by Customer within Customer’s material. Unless otherwise stipulated, stones contained within Customer’s material become property of RMC\textsuperscript{2} upon RMC\textsuperscript{2}’s receipt of said material.

In the event that RMC\textsuperscript{2} sends funds to the wrong Customer, Customer shall promptly notify RMC\textsuperscript{2}, and return the funds as soon as possible at RMC\textsuperscript{2}'s expense. In the event that Customer receives funds that exceed actual settlement amount, the exceeding amount shall be promptly returned to RMC\textsuperscript{2} at RMC\textsuperscript{2}’s expense or treated as a debit against Customer’s money account with RMC\textsuperscript{2}. RMC\textsuperscript{2} shall not provide Customers with metal pool accounts. Incoming material must be priced prior to shipment and/or at the time of settlement. RMC\textsuperscript{2} will fix un-priced fine ounces at the time of final assay results and settlement.
Price Fixing of Metal: Customer has the following options when fixing material with RMC\textsuperscript{2}:

1. **SPOT** – price is determined by RMC\textsuperscript{2} Trading Personnel based on the metal price as determined by global markets at the time of fixing.

2. **LONDON PM** – fix request must be received by RMC\textsuperscript{2} Trading Personnel by 9:30 AM E.S.T. the day of the fix.

*Note: RMC\textsuperscript{2} market prices may reflect a slight discount as stipulated by market conditions.*

If Customer fixes ounces with RMC\textsuperscript{2}, Customer shall ship the corresponding material within 48 hours of fixing. If Customer fails to ship corresponding material within 48 hours of fixing, RMC\textsuperscript{2} shall take all steps necessary, including but not limited to reversal of ounces, reversal of fixes, liquidation of material, or legal action. Customer shall be responsible for any loss to RMC\textsuperscript{2} as a result of reversal of ounces, reversal of fixes or liquidation of Customer’s material. If legal action is required, Customer shall be responsible for any and all legal costs incurred by RMC\textsuperscript{2}.

Upon the commencement of a trade with RMC\textsuperscript{2}, Customer shall receive an e-mail from RMC\textsuperscript{2} confirming the trade details. Customer shall be responsible for providing RMC\textsuperscript{2} with a proper e-mail address to which trade confirmations shall be sent. Customer shall also bear responsibility for notifying RMC\textsuperscript{2} should any changes occur in regards to the desired recipient of the e-mail and/or e-mail address therein. 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 waives any defenses under Florida statute § 672.201.

**Advance Funds:** At RMC\textsuperscript{2}'s discretion and at Customer's request, RMC\textsuperscript{2} will advance funds to Customer prior to final settlement. The following requirements must be met in order for Customer to receive said advance:

1. Precious Metals must be present at RMC\textsuperscript{2}'s Refinery.
2. Precious Metals will be weighed and initially appraised by RMC\textsuperscript{2} Authorized Personnel.
3. Customer must Price Fix the approximate fine ounces of Precious Metals contained in the material to which the advance is applied with RMC\textsuperscript{2}'s Trading Desk.
4. Customer will receive an advance valued at approximately 90% of the value of said material.
5. Unless otherwise agreed to in writing, no Customer will receive an advance without Price Fixing the approximate fine ounces of precious metals contained in the material to which the advance is applied.

**Deleterious Elements:** Customer must contact RMC\textsuperscript{2} and seek approval prior to shipment of material containing any of the following elements. Failure to do so may result in any of the following including but not limited to:

1. The return of Customer’s metal to Customer at Customer’s expense
2. A handling fee of up to $5,000.00

| As – Arsenic | Be – Beryllium | Bi – Bismuth | Cd – Cadmium | Hg – Mercury | Ni – Nickel |
| Pb – Lead | Sb – Antimony | Se – Selenium | Sn – Tin | Te – Tellurium |

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**Force Majeure:** If RMC\(^2\) 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 RMC\(^2\) shall be excused from further performance upon notice to Customer stating the reason for the nonperformance.

Additionally, the parties understand that performance by RMC\(^2\) 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, floods, war, riot, sovereign conduct, loss of electrical power for any reason whatsoever, or conduct of third parties. If that should occur, RMC\(^2\) shall be excused from performance for as long as reasonably necessary to complete performance.

**Power of Attorney:** Customer hereby appoints RMC\(^2\) as Customer’s attorney-in-fact, with full power of substitution, to demand, receive, and collect for RMC\(^2\)’s own use and benefit all debts, obligations, and accounts receivable now owing to RMC\(^2\). Customer further authorizes RMC\(^2\) to do all things legally permissible, required, or deemed by RMC\(^2\) to be required, to recover and collect the debts, obligations, and accounts receivable and to use Customer’s name in any manner RMC\(^2\) may deem necessary for the collection and recovery of the debts, obligations, and accounts receivable but without cost, expense, or damage to Customer.

In addition to any costs incurred by RMC\(^2\) 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\(^2\) 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.

**Damages:** Under no circumstances shall RMC\(^2\) 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\(^2\) 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\(^2\) in regard to the materials or returnable metals which are the subject to the breach.

As a condition of doing business with RMC\(^2\), Customer agrees that if Customer fails to comply with any of its obligations herein, Customer will indemnify and hold RMC\(^2\) harmless from all injuries, costs, suits, expenses (including without limitation attorney’s fees and other costs of defense) liabilities, fines, penalties, judgments, costs of settlement, losses and other damages that RMC\(^2\) may incur as a result of such failure by Customer.

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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 PARENTS PATRIAE, AS A PRIVATE ATTORNEY OR IN GENERAL 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 PARENTS PATRIAE, AS A PRIVATE ATTORNEY OR IN GENERAL 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.

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

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.

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Waiver: The waiver by RMC2 of any customer breach of these Standard Terms or forbearance of RMC2 to enforce its rights hereunder shall not operate or be construed as a waiver of subsequent breach by Customer or rights of RMC2.

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. RMC2 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.

Execution of Standard Terms and General Operating Conditions: In the event an electronic signature or such similar signature accepting RMC2’s Standard Terms and General Operating Conditions is required by RMC2 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 RMC2’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 RMC2’s Standard Terms and General Operating Conditions shall not relieve that Customer from being subject to same. Completion of the then existing onboarding process shall conclusively be deemed to be acceptance by Customer of said terms and conditions.

I warrant that I have read every page of RMC2 LLC’s Standard Terms & General Operating Conditions and my signature below shall be deemed equivalent to initialing each page of the agreement. Further, I warrant that I am an authorized agent of “Customer” and have the full actual authority to enter into this agreement and conduct the type of business in which I am engaged with RMC2.

SIGNATURE

Name:

Written Signature of an Authorized Agent (REQUIRED):

Company:

Date:

Note: Because a written signature is required, please sign document and deliver to RMC2 via scan & e-mail at compliance@republicmetalscorp.com, fax at 1-877-844-7716, or regular mail.

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