



ACCOUNT APPLICATION

RMC² LLC

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INTRODUCTION

To comply with the USA Patriot Act of 2001 and to combat terrorism funding and money laundering, Federal law (31 CFR Part 1027) requires all dealers in precious metals and stones to obtain, verify, and record necessary information that identifies each entity that opens an account with Republic Metals Corporation.

What this means for you: When you open an account with us, we will ask for the name, address, date of birth and other information about beneficial owners and officers that will allow us to identify you. We will also ask for a copy of your government issued identification such as a passport, driver's license, or other identifying document.

Republic Metals Corporation prides itself in going above and beyond what is required by law to ensure our strict compliance with any and all state and federal regulations. Please be assured we will treat all information in utmost confidence. Thank you for your cooperation in completing this important process.

Sincerely,

Republic Metals Corporation

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PLEASE ENSURE ALL DOCUMENTATION IS INCLUDED IN FILE.

Important information required for Opening a New Account:

Business Information

Legal Name of Business: _____

Legal Name of Business Owner: _____

Legal Address of Business: _____

City, State, Zip/Postal Code, Country: _____

Web Address: _____

Office Phone Number: _____

Office Fax Number: _____

Type of Business Entity (i.e. Corp, LLC, LLP, etc.): _____

Year Established: _____

Employee Identification Number (EIN): _____

Please provide the phone number and e-mail address of your company's compliance officer below:

How did you hear about Republic Metals Corporation?

RMC Comments/Verification:



Banking Information

Bank Name: _____

City: _____

State/Territory/Province: _____

Country: _____

Bank Account #: _____

Routing (ABA)/Swift Code: _____

Intermediary Bank: _____

Intermediary Bank Address (Street, City, State, Country): _____

Intermediary Bank Routing (ABA)/Swift Code: _____

() Paid by check

Business Reference:

Company Name: _____

Address: _____

Phone: _____

E-mail Address: _____

Web-Site: _____

RMC Comments/Verification: _____



****Applications are incomplete without copies/attachments****

Refining Practices

What metal type(s) will you sell to RMC? _____

In what form(s)? _____

What is the origin of the metal? (Please list the countries) _____

How frequently will you be delivering the metal to RMC? _____

What (if any) products do you anticipate purchasing from Republic Metals Corporation? _____

Client Communication

Please provide the preferred e-mail address for the following:

- Trade Confirmation Automatic E-mails: _____
- Primary Contact E-Mails: _____
- Client Portal Access (Limit 1) E-mails: _____

Detailed Explanation of Business Type:

I.e. Mining, aggregating, pawn broker, precious metals dealer, manufacturing, other

Required Documentation:

A photocopy of the following documentation is **required** in order to apply for an Account with Republic Metals Corporation:

- Articles of Incorporation
- Business or Occupational license
- Pawn Brokers must submit Pawn Broker License

RMC Comments/Verification: _____



Transporter Information:

Please list the names of the Transportation Companies (including beneficial owners) you utilize in shipping materials to RMC.

() Personal Delivery

Business Name: _____

Address: _____

Telephone or Email Address: _____

Name of Beneficial Owner: _____

Business Name: _____

Address: _____

Telephone or Email Address: _____

Name of Beneficial Owner: _____

Business Name: _____

Address: _____

Telephone or Email Address: _____

Name of Beneficial Owner: _____

RMC Comments/Verification:



Supply Chain Information

1. AML policies, practices and procedures

All precious metals dealers and pawn brokers who purchase and sell more than \$50,000.00 in precious metals and stones are required to have a written AML policy. **All customers must complete the Anti-Money Laundering Certification on the next page. Please describe your customer identification procedures**

2. If no policy, describe your customer identification practices:

3. List any memberships in business associations: i.e. NPA, LBMA, RJC, Silver association, etc.

4. Responsible gold procedures

Does your firm source material from conflict affected and high risk areas, particularly the DRC and surrounding countries, or countries or companies known for human rights abuses? ____ If yes list countries: _____

5. Does your company follow the basic principles of the United Nations Universal Declaration of Human Rights as it relates to your treatment of employees and contractors? _____

6. What is your source of funding for purchases if other than self? _____

Name of Lender

7. Documents: Please attach a copy of the following documents. This completed form along with the attachments must be returned to compliance@republicmetalscorp.com

- 1) AML/CFT/KYC policy and procedures
 - 2) Responsible Gold Chain Policy if you answered yes to #4
 - 3) Copy of processing licenses (i.e., Mining License, Melting License, etc.)*
 - 4) Data on material processing capacity*
 - 5) Import/Export License
- *Required from all mining customers to open an account

I, _____, hereby confirm that the information provided above is true and correct.

Title _____ Signature _____ Account Name _____

NOTE: Republic Metals Corporation treats all documentation provided to it, including but not limited to the above requested Customer documentation, as confidential information. RMC's policy in this regard is to treat said confidential information as it would treat its own proprietary and confidential information. RMC will consider any information given to it by Customer in the same light as if the Customer and RMC had executed a Non-Disclosure Agreement. Further, RMC will only disclose said confidential information to the extent necessary to comply with local, state, and federal regulation and/or legislation. Partial disclosures of AML/KYC and/or Supply Chain Policies are acceptable as long as it meets the general intention of RMC to receive substantive information confirming that Customer does, in fact, have substantial policies in place to fulfill their KYC/AML obligations. Should Customer have any hesitancy with respect to divulging documentation, RMC welcomes a phone call or an email to our compliance department to discuss the same.



Gold Supply Chain Policy Statement Acknowledgement

INTRODUCTION: Republic Metals Corporation (RMC) by putting into action the company Gold Supply Chain Policy, has taken on the principles of participating and cooperating in global efforts to combat money laundering, terrorism financing, armed conflict, human rights abuses, and crime by ensuring that all sources of precious metals at RMC comes from legitimate, conflict free, and ethical sources.

Objective: Recognizing that risks of significant adverse impacts which may be associated with extracting, trading, handling and exporting minerals from conflict-affected and high-risk areas, and recognizing that RMC has the responsibility to respect human rights and not contribute to conflict, commits to adopt, widely disseminate and incorporate in contracts and/or agreements with suppliers the following policy on responsible sourcing of minerals from conflict-affected and high-risk areas, as representing a common reference for conflict-sensitive sourcing practices and suppliers' risk awareness from the point of extraction until end user. We commit to refraining from any action which contributes to the financing of conflict and we commit to comply with relevant United Nations sanctions resolutions or, where applicable, domestic laws implementing such resolutions.

Regarding serious abuses associated with the extraction, transport or trade of minerals:

1. While sourcing from, or operating in, conflict-affected and high-risk areas, we will neither tolerate nor by any means profit from, contribute to, assist with or facilitate the commission by any party of:
 - i) Any forms of torture, cruel, inhuman and degrading treatment;
 - ii) Any forms of forced or compulsory labor, which means work or service which is exacted from any person under the menace of penalty and for which said person has not offered himself voluntarily;
 - iii) The worst forms of child labor;
 - iv) Other gross human rights violations and abuses such as widespread sexual violence;
 - v) War crimes or other serious violations of international humanitarian law, crimes against humanity or genocide.

Regarding risk management of serious abuses:

2. We will immediately suspend or discontinue engagement with upstream suppliers where we identify a reasonable risk that they are sourcing from, or linked to, any party committing serious abuses as defined in the above paragraph.

Regarding direct or indirect support to non-state armed groups:

3. We will not tolerate any direct or indirect support to non-state armed groups through the extraction, transport, trade, handling or export of minerals. "Direct or indirect support" to non-state armed groups through the extraction, transport, trade, handling or export of minerals includes, but is not limited to, procuring minerals from, making payments to or otherwise providing logistical assistance or equipment to, non-state armed groups or their affiliates who:
 - i) Illegally control mine sites or otherwise control transportation routes, points where minerals are traded and upstream actors in the supply chain; and/or
 - ii) Illegally tax or extort money or minerals at points of access to mine sites, along transportation routes or at points where minerals are traded; and/or
 - iii) Illegally tax or extort intermediaries, export companies or international traders.

Regarding risk management of direct or indirect support to non-state armed groups:

4. We will immediately suspend or discontinue engagement with upstream suppliers where we identify a reasonable risk that they are sourcing from, or linked to, any party providing direct or indirect support to non-state armed groups as defined in paragraph 3

Regarding public or private security forces:

5. We agree to eliminate, in accordance with paragraph 10, direct or indirect support to public or private security forces who illegally control mine sites, transportation routes and upstream actors in the supply chain; illegally tax or extort money or minerals at point of access to mine sites, along transportation routes or at points where minerals are traded; or illegally tax or extort intermediaries, export companies or international traders.
6. We recognize that the role of public or private security forces at the mine sites and/or surrounding areas and/or along transportation routes should be solely to maintain the rule of law, including safeguarding human rights, providing security to mine workers, equipment and facilities, and protecting the mine site or transportation routes from interference with legitimate extraction and trade.
7. Where we or any company in our supply chain contract public or private security forces, we commit to or we will require that such security forces will be engaged in accordance with the Voluntary Principles on Security and Human Rights. In particular, we will support or take steps, to adopt screening policies to ensure that individuals or units of security forces that are known to have been responsible for gross human rights abuses will not be hired.
8. We will support efforts, or take steps, to engage with central or local authorities, international organizations and civil society organizations to contribute to workable solutions on how transparency, proportionality and accountability in payments made to public security forces for the provision of security could be improved.
9. We will support efforts, or take steps, to engage with local authorities, international organizations and civil society organizations to avoid or minimize the exposure of vulnerable groups, in particular, artisanal miners where minerals in the supply chain are extracted



through artisanal or small-scale mining, to adverse impacts associated with the presence of security forces, public or private, on mine sites.

Regarding risk management of public or private security forces:

10. In accordance with the specific position of the company in the supply chain, we will immediately devise, adopt and implement a risk management plan with upstream suppliers and other stakeholders to prevent or mitigate the risk of direct or indirect support to public or private security forces, as identified in paragraph 5, where we identify that such a reasonable risk exists. In such cases, we will suspend or discontinue engagement with upstream suppliers after failed attempts at mitigation within six months from the adoption of the risk management plan.

Where we identify a reasonable risk of activities inconsistent with paragraphs 8 and 9, we will respond in the same vein.

Regarding bribery and fraudulent misrepresentation of the origin of minerals:

11. We will not offer, promise, give or demand any bribes, and will resist the solicitation of bribes to conceal or disguise the origin of minerals, to misrepresent taxes, fees and royalties paid to governments for the purposes of mineral extraction, trade, handling, transport and export.

Regarding money laundering:

12. We will support efforts, or take steps, to contribute to the effective elimination of money laundering where we identify a reasonable risk of money-laundering resulting from, or connected to, the extraction, trade, handling, transport or export of minerals derived from the illegal taxation or extortion of minerals at points of access to mine sites, along transportation routes or at points where minerals are traded by upstream suppliers.

Regarding the payment of taxes, fees and royalties due to governments:

13. We will ensure that all taxes, fees, and royalties related to mineral extraction, trade and export from conflict-affected and high-risk areas are paid to governments and, in accordance with the company’s position in the supply chain, we commit to disclose such payments in accordance with the principles set forth under the Extractive Industry Transparency Initiative (EITI).

Regarding risk management of bribery and fraudulent misrepresentation of the origin of minerals, money-laundering and payment of taxes, fees and royalties to governments:

14. In accordance with the specific position of the company in the supply chain, we commit to engage with suppliers, central or local governmental authorities, international organizations, civil society and affected third parties, as appropriate, to improve and track performance with a view to preventing or mitigating risks of adverse impacts through measureable steps taken in reasonable timescales. We will suspend or discontinue engagement with upstream suppliers after failed attempts at mitigation.

I _____, _____ hereby confirm that

NAME

TITLE

_____ agrees to abide by this supply chain policy statement

NAME OF COMPANY

SIGNATURE

CERTIFICATION OF AML PROGRAM

To help the government fight money-laundering and the funding of terrorism, Federal law requires that Republic Metals Corporation verify that their counterparts either have anti-money laundering programs or are exempt. All precious metals dealers and pawn shops doing business in the US that both buy and sell more than \$50,000.00 in qualifying metals and stones per year are required to have a written AML program. Please complete and sign this form below.

This is to certify that _____

(Name of Business Entity)

() Has a written risk assessment and an anti-money laundering plan of compliance and supervisory procedures for dealers of precious metals that complies with the USA PATRIOT Act, Bank Secrecy Act 31 CFR 1027.210. Our anti-money laundering program has a designated Compliance Officer, provides for continuing education and training and for periodic independent testing to monitor and maintain an adequate program.

OR

() Is exempt from coverage under the Act under the "retail," "industrial" or other exemption specified in the *Interim Final Rule for Dealers in Precious Metals, Stones or Jewels 31 CFR 1027.100* or pursuant to an administrative exemption granted by the Financial Crimes Enforcement Network (FinCEN).

OR

() Is not subject to the requirements of 31 CFR 1027.100 to develop and implement an AML program in dealers in precious metals (e.g. a mine; a company only doing business outside the USA.) My company is in compliance with my country's regulations as they pertain to Anti-Money Laundering.

(Signed) _____

Date _____

Print Name

Title



****Please use 1 copy of this page for each person****

Customer Information – Include Names of All Beneficial Owners and Controlling Officers

Individual's Name: _____

Individual's Address (Street, City, Name, Zip) (include address in U.S., if applicable): _____

Cell Phone Number: _____

Fax Number: _____

Passport Number: _____

Employee Identification Number/Social Security Number: _____

Driver's License Number: _____

Position in Firm: _____

Please provide a copy of your government identification i.e. passport or driver's license

RMC Comments/Verification: _____

****Please ensure copies of government issued identification documents are attached****

Application is incomplete without attachments



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.

RMC² LLC STANDARD TERMS & GENERAL OPERATING CONDITIONS

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.

PLEASE INITIAL HERE:



Further, RMC²'s insurance does not cover "said to contain" material. Thus, should RMC² 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 RMC². 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 RMC².

Customers who wish to obtain insurance through RMC² must provide prior notice to RMC² 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 RMC².

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, RMC² may request Customer material be packaged in a particular way prior to shipment to RMC². Customer must follow all instructions that RMC² may give to Customer regarding the packaging of material. Material that arrives packaged in a manner other than that requested by RMC² is subject to processing fees.

All weights of Customer material are to be verified and ultimately determined by personnel of RMC². In the event Customer's material should arrive at RMC² with any broken seals, damaged seals, or seals that indicate tampering, RMC² 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 RMC².

RMC²'s acknowledgment of receipt of Customer material shall not constitute agreement as to the quantity, weight, aesthetics, or description stipulated by Customer. RMC² 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. RMC² shall keep Customer informed of the processing of Customer's material. Any disagreement between RMC² 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 RMC² in writing of any alleged errors or inaccuracies in its settlement statement from RMC² 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: RMC² 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 RMC² upon RMC²'s receipt of said material.

In the event that RMC² sends funds to the wrong Customer, Customer shall promptly notify RMC², and return the funds as soon as possible at RMC²'s expense. In the event that Customer receives funds that exceed actual settlement amount, the exceeding amount shall be promptly returned to RMC² at RMC²'s expense or treated as a debit against Customer's money account with RMC². RMC² shall not provide Customers with metal pool accounts. Incoming material must be priced prior to shipment and/or at the time of settlement. RMC² will fix un-priced fine ounces at the time of final assay results and settlement.

PLEASE INITIAL HERE:



Price Fixing of Metal: Customer has the following options when fixing material with RMC²:

1. SPOT – price is determined by RMC² 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 RMC² Trading Personnel by 9:30 AM E.S.T. the day of the fix.

Note: RMC² market prices may reflect a slight discount as stipulated by market conditions.

If Customer fixes ounces with RMC², Customer shall ship the corresponding material within 48 hours of fixing. If Customer fails to ship corresponding material within 48 hours of fixing, RMC² 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 RMC² 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 RMC².

Upon the commencement of a trade with RMC², Customer shall receive an e-mail from RMC² confirming the trade details. Customer shall be responsible for providing RMC² with a proper e-mail address to which trade confirmations shall be sent. Customer shall also bear responsibility for notifying RMC² 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 RMC²'s discretion and at Customer's request, RMC² 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 RMC²'s Refinery.
2. Precious Metals will be weighed and initially appraised by RMC² 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 RMC²'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 RMC² 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	

PLEASE INITIAL HERE:



Force Majeure: If RMC² 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 RMC² shall be excused from further performance upon notice to Customer stating the reason for the nonperformance.

Additionally, the parties understand that performance by RMC² 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, RMC² shall be excused from performance for as long as reasonably necessary to complete performance.

Power of Attorney: Customer hereby appoints RMC² as Customer’s attorney-in-fact, with full power of substitution, to demand, receive, and collect for RMC²’s own use and benefit all debts, obligations, and accounts receivable now owing to RMC². Customer further authorizes RMC² to do all things legally permissible, required, or deemed by RMC² to be required, to recover and collect the debts, obligations, and accounts receivable and to use Customer’s name in any manner RMC² 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 RMC² in connection with its enforcement of any sums of money, or metal, or value thereof due hereunder or enforcement of its rights hereunder, if RMC² 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 RMC² 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 RMC² to Customer arising out of or relating to any breach of warranty shall not exceed the aggregate refining fees actually paid by Customer to RMC² in regard to the materials or returnable metals which are the subject to the breach.

As a condition of doing business with RMC², Customer agrees that if Customer fails to comply with any of its obligations herein, Customer will indemnify and hold RMC² 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 RMC² may incur as a result of such failure by Customer.

PLEASE INITIAL HERE:



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 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 PARENS 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.

PLEASE INITIAL HERE:



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.

PLEASE INITIAL HERE:



CUSTOMER CHECK LIST

We have prepared this check list to expedite the processing and approval of your application. Please take a minute to review this checklist to be sure your application is complete.

- A. Have you answered all the applicable questions on pages 2-9?**
- B. Have you attached the following documents?**
 - 1) Articles of Incorporation**
 - 2) Business/Occupational License**
 - 3) Pawn Broker License, if applicable**
 - 4) Copy of Government issued ID for beneficial owners and controlling officers**
 - 5) AML/KYC policy or procedures**
 - 6) Supply Chain Policy if required**
 - 7) Mining licenses, Mining data/capacity**
 - 8) Import/Export license as applicable**
- C. Did you complete and sign page 6?**
- D. Did you sign page 8?**
- E. Did you complete and sign page 9?**
- F. Did you fill out a page 10 for each owner and controlling officer?**
- G. Did you initial pages 11-16?**
- H. Did you sign page 16?**