

**METAL ACCOUNT TERMS AND CONDITIONS**

**1. Entire Agreement.** The terms and conditions (collectively "Terms") set forth herein govern the relationship between Umicore Precious Metals NJ, LLC ("Umicore") and each Customer maintaining a metal account, pool account, or unallocated metal account (individually, an "Account"). All Account transactions are expressly made conditional on Customer's consent to these Terms to the exclusion of all other terms. Umicore objects to and will not be bound by any additional, different, or inconsistent terms provided by Customer. These Terms constitute the sole, entire, and exclusive agreement between Umicore and Customer regarding the Account and supersede all prior discussions, proposals, negotiations, representations, and agreements. Umicore reserves the right to change these Terms upon advance notice in writing to Customer.

**2. Nature of Account.** A separate Account shall be maintained for each Metal, and all obligations and undertakings herein with respect to any Metal shall be computed and performed separately for each Metal. "Metal" shall mean any precious metal, including but not limited to, gold, silver, platinum, palladium, rhodium, iridium, and ruthenium meeting the applicable specifications provided herein. Umicore may credit or debit quantities of Metal to an Account from time to time to reflect any mutually agreed transaction including, without limitation: (i) Umicore's acceptance (in its discretion following sample, assay, and such other testing as Umicore deems appropriate) or release of Metal delivered by, to, for, or on behalf of Customer; (ii) Customer's purchase or sale of Metal from or to Umicore; (iii) a refining settlement with Customer; or (iv) transfer from or to another Account. All verbal instructions provided by Customer shall be confirmed in writing by Customer, and Umicore shall not be liable for any miscommunications occurring prior to receipt of written confirmation. Accounts are not depository or warehousing agreements, and Umicore does not undertake to maintain, identify, or allocate physical inventories for or to any Account. Customer acknowledges that Metal is fungible, and Umicore may deal with Metal in any manner it sees fit, including the commingling, consignment, lease, or disposition thereof subject to the undertakings provided herein.

**3. Release of Metal.** Umicore will release a quantity of Metal not exceeding the then-current credit balance in Customer's Account following receipt of timely written instructions from Customer's authorized representative. Any quantity so released will be made available Ex Works the Umicore Facility (defined as 101 Wade Ave, South Plainfield, NJ 07080, or such other location as may be established by mutual agreement). Umicore will release such quantity as promptly as practicable following receipt of Customer's instruction and, subject to Section 5, within no more than three (3) weeks within receipt of such instruction or as otherwise agreed. Customer may request that a quantity of Metal not exceeding the then-current credit balance in Customer's Account be transferred to the account of a third party or transferred for release to Customer at a location other than the Umicore Facility, and any such transfer shall be subject to the fees and terms then applied by Umicore to such transfers unless otherwise mutually agreed. Umicore may provide packaging, certification of assay, or other services in connection with release of Metal, all subject to the fees and terms then applied by Umicore to such services unless otherwise mutually agreed.

**4. Specifications.** Metal released from an Account by Umicore on Customer's instruction shall conform to the following specifications:

Metal	Gold	Silver	Platinum	Palladium	Rhodium	Iridium	Ruthenium
Form*	Bullion	Bullion	Sponge/Grain	Sponge/Grain	Sponge/Powder	Sponge/Powder	Sponge/Powder
Purity**	99.99%	99.90%	99.95%	99.95%	99.90%	99.90%	99.90%

\*Where more than one form is listed, Umicore may release Metal in any listed form at its option unless otherwise mutually agreed. \*\*The credit to an Account, stated in troy ounces or grams, reflects the net weight (fine metal content) of Gold available for release and the gross weight for all other Metals.

**5. Force Majeure.** Any delays in or any failure of performance by Umicore shall not constitute default or give rise to any claims for damages if and to the extent caused by acts of God, acts of the Customer, acts, rules or regulations of governmental authority (civil or military executive, legislative, judicial, or otherwise), strikes or other concerted acts of workmen, lockout, labor difficulties, fires, floods, storm, accident, epidemics, war, riots, rebellion, sabotage, terrorism, insurrection, difficulties or delays in public transportation or in public or postal delivery services, car shortage, fuel shortage, inability to obtain from Umicore's usual sources of supply (including disruptions precluding receipt of delivery against supply and futures contracts), inability to obtain suitable or sufficient energy, labor, machinery, facilities, supplies or materials, as and when required, or by any other circumstances beyond Umicore's reasonable control, whether of a similar or dissimilar nature. Upon the occurrence of any of the following circumstances, Umicore may in its sole discretion elect to allocate its available deliveries, services, materials, or other resources among any or all customers (including Customer, purchasers, and counterparties generally) as well as departments, divisions, subsidiaries, and affiliates of Umicore, upon such basis as Umicore, in its sole discretion, may determine, without liability whatsoever, but shall have no obligation whatsoever to make any such allocation and shall not incur any liability for any failure of performance that may result therefrom.

**6. Warranties.** Umicore warrants that Metal released hereunder shall conform to the specifications provided in Section 4 above. Umicore's liability for breach of warranty shall be limited to replacing such Metal provided, however, that written notice of such defect or non-conformance is given to Umicore within thirty (30) days of release to Customer of such defective or non-conforming Metal and further provided that Customer shall return the defective or non-conforming Metal to Umicore strictly in accordance with Umicore's written instructions concerning handling, shipping, insurance, and mode of transportation at Umicore's expense. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**7. Limitation of Liability.** The total liability of Umicore arising out of or relating to the transactions contemplated hereby, whether such liability is based on contract, warranty, negligence, strict liability, or otherwise, shall not exceed the aggregate net quantities of Metal properly credited to Customer's Account. UMICORE WILL IN NO EVENT BE LIABLE FOR LOSS OF PROFITS OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE DELIVERY, NON-DELIVERY, SALE, RESALE, USE OF THE METAL, OR PERFORMANCE UNDER THESE TERMS, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

**8. Delivery Charges.** Except as otherwise mutually agreed, all Metal is released Ex Works the Umicore Facility and all freight, insurance, or other delivery-related charges incurred by Umicore for alternate delivery arrangements at Customer's request will be prepaid or paid by Customer promptly on receipt of Umicore's invoice. Customer assumes all risk and liability for, and hereby agrees to indemnify Umicore from and against all losses, liabilities, damages, and claims whatsoever (whether for personal injury, property damage, or otherwise), arising out of the transportation, unloading, storage, handling, or use of the Metal after title passes to Customer.

**9. Communications and Statements.** Account statements will be issued monthly, but no statement need to be issued on zero balance or inactive accounts. Customer should review each statement carefully and advise Umicore promptly of any error or discrepancy. Absent manifest error, books and records pertaining to any Account that are maintained in good faith by Umicore will be presumed accurate and statements (including corrections) issued in good faith by Umicore will be binding upon Customer, notwithstanding errors contained therein, unless Customer provides written notice of the error or discrepancy within sixty (60) days following the date of the applicable statement. Any notice or communication should be directed to the attention of Stephan Marcinkowski, Rick Holt, or Brian Donohue at: (1) Mailing Address: P.O. Box 768, South Plainfield, NJ 07080, or (2) Fedex, UPS, etc: 3950 South Clinton Ave, South Plainfield, NJ 07080. Customer will use reasonable efforts to respond promptly and accurately to requests for balance confirmation made by Umicore or its auditors. Any notice or communication to Customer will be effective upon receipt (actual or deemed) and will be deemed received on the fourth business day following transmittal by first class mail, postage prepaid to the last address provided by Customer.

**10. Representations.** Customer represents that: (i) Customer is a producer, processor, or commercial user in each Metal or by-product thereof for which it maintains an Account and utilizes its Account in connection with such uses or for investment or speculative purposes; (ii) Customer does not and will not assign, pledge, or encumber any Account or deal with any Account or any interest therein or statement thereof in such manner that it constitutes a security or futures contract; (iii) all actions taken by it in connection with any Account are duly and validly authorized and in compliance with applicable laws or regulations; and (iv) Customer will deal with its Accounts solely as a principal. Each individual acting for or on behalf of Customer represents that he or she is a representative of Customer, with full authority to act for Customer in all actions taken by such person for or in the name of Customer.

**11. Taxes.** Customer shall be liable and pay for any tax or other levy imposed anywhere with respect to the establishment, issuance, sale, transfer, or assignment of an Account or the purchase, sale, or delivery of any Metal credited thereto. Customer shall indemnify Umicore against any payments made by Umicore on account of said tax or levy, whether correctly or incorrectly asserted.

**12. Set-Off.** If Customer (i) fails to timely pay or perform any other obligation to Umicore, (ii) becomes subject to any bankruptcy or insolvency proceeding, or (iii) admits its inability to pay its debts as they become due, Umicore may: (A) In its sole discretion, terminate any and all contracts or other agreements including but not limited to, all Forward Contracts then in effect with Customer; (B) Value any and all Metal owed or owing under any terminated contractual obligation to or from Customer (whether or not then due) at its fair market value in U.S. Dollars at the close of business New York, New York time on the day of such termination or, if not a business day, then the next business day; (C) Aggregate the value of all obligations to Customer under all terminated contracts (including any payment obligations converted to U.S. Dollars, where necessary, at the exchange rate in effect at the close of business New York, New York time on the day of termination or, if not a business day, then the next business day); (D) Set off the value of all such obligations against the value of all such obligations owing from Customer to Umicore computed on the same basis. The net obligation following exercise of such right of set-off shall be promptly paid in U.S. Dollars.

**13. Governing Law.** These Terms shall be governed by and construed under the laws of the State of North Carolina without regard to its conflicts of laws principles. Umicore and Customer agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any lawsuit arising in connection with these Terms must be brought in the state or federal court sitting in Wake County, North Carolina.

**14. Account Closing.** Umicore may, with or without cause, close any Account at any time by notice to the Customer specifying the effective date of the closing, which shall be no less than four (4) weeks following the date of the notice. A quantity of Metals equal to the credit balance remaining in any Account on such closing may, at Umicore's sole discretion be: (i) held for release Ex Works the Umicore Facility; (ii) delivered to Customer's last known address with all freight and insurance charges payable by Customer on delivery; or (iii) purchased by Umicore at its fair market value at the close of business on the business day immediately preceding the effective date of the closing with a check for the net purchase price remitted to Customer within ten (10) days following such purchase.

**15. Segregated Accounts.** Umicore may from time to time maintain segregated accounts for Customers dealing with large volumes of Metal. Such accounts are available only by specific written agreement and require the payment of storage, insurance, and handling fees that are not applicable to Accounts.

**16. Compliance with Laws.** Customer shall be responsible for compliance with and obtaining such approvals, permits, and licensing as may be required under national, state/provincial, and local laws, ordinances, regulations, and rules as may be applicable to performance under these Terms, and shall indemnify and hold harmless Umicore for Customer's failure to comply.

**17. General.** Neither Customer nor Umicore may assign any of the rights or obligations under these Terms without first obtaining the written consent of the other; provided, that Umicore has the right to assign any of its rights or obligations to any divisions, subsidiaries, or affiliates. If any provision of these Terms is held to be invalid or unenforceable, then that provision shall be valid and enforceable to the maximum extent permissible, and the remaining provisions of these Terms shall be given full force and effect. Either Party's failure to insist on strict compliance with any provisions herein in any instance shall not be deemed a waiver of that party's right to insist on strict compliance in any other instance. If an action by either part requires the consent or approval of the other, such consent or approval on any one occasion shall not be deemed consent or approval on a subsequent occasion or to any other action.