

WPM INTERNATIONAL, LLC.

TERMS & CONDITIONS FOR BULLION RELATED TRANSACTIONS

The following Terms and Conditions constitute the entire agreement and understanding which govern all precious metals transactions between Customer and WPM INTERNATIONAL, LLC. (hereafter referred to as WPM) unless modified or amended by a mutually executed written instrument. Customer understands and agrees to be bound by these Terms and Conditions.

Law and Jurisdiction:

> The terms, schedules, and conditions set forth herein are subject to change without notice. Delivering material or doing business with WPM deems that I have agreed to accept the Terms and Conditions contained herein regardless of whether I have signed this agreement.

> Any failure to object to any particular provision or term that may differ in principle with WPM's Terms and Conditions shall not in any way be deemed a waiver of the terms outlined herein.

> In the event that any provision outlined herein is found by a court of competent jurisdiction or an arbitrator to be wholly or partly invalid, the remaining provisions will nonetheless continue to be valid and enforceable.

> Customer agrees that the total liability to the Customer for loss of or damage to material will be limited to the lesser of: (a) the confirmed amount paid for the material; or (b) the declared total value of material documented for shipping purposes. Notwithstanding any conditions to the contrary as outlined herein, in no event will WPM be considered liable for actual damages, damage to reputation, lost business opportunity, lost profits, interest, attorney's fees, or indirect, incidental, or consequential losses or damages.

> Customer agrees that WPM shall not be liable for any delay or non-performance caused by an act of God or by the occurrence of any contingency beyond the control of WPM including but not limited to: hurricane, floods, acts of war, terrorism, civil disobedience, act of government, failure or delay in transportation, or conduct of third parties.

> Any disputes that develop under this Agreement will be settled according to Florida (USA) law. In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorney, paralegal, para-professional fees, and/or court costs at all trial and appellate levels. In addition, in the event of any litigation between the parties under this Agreement: (i) the parties shall and hereby submit to the jurisdiction of the state and federal courts of the State of Florida(USA), and (ii) the venue shall be laid exclusively in Miami-Dade County, Florida(USA). This paragraph will survive (continue to be effective after) any termination of this Agreement.

> Customer hereby acknowledges that WPM seeks to comply with all applicable laws concerning money laundering and related activities. In furtherance of those efforts, the Customer hereby represents, warrants and agrees that, to the best of Customer's knowledge based upon appropriate diligence and investigation: i) none of the financial instruments or metals that customer will deliver, pay, swap or contribute to WPM shall be derived from, or related to any activity that is deemed criminal under United States or foreign law; ii) no contribution or payment by customer to WPM to the extent that they are within customer's control shall cause WPM to be in violation of the United States Secrecy Act, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, USA Patriot Act, or any other Federal, State, Local or Foreign laws.

> Customer understands and agrees that if at any time it is discovered that any of the foregoing representations are incorrect or if it is required by applicable law or regulation related to money laundering, customs fraud, bank fraud and similar activities, WPM will undertake appropriate actions to ensure compliance with applicable Federal, state, local or foreign laws or regulations. Customer agrees to provide to WPM any additional information that WPM deems necessary, to ensure compliance with all applicable Federal, state, local or foreign laws concerning money laundering and similar activities. Customer shall promptly notify WPM if any of these representations change or cease to be true and accurate within fifteen (15) days of such change.

Good Faith Efforts:

In the event that a typographical, mathematical, and/or other error is made during the course of calculating the price and/or payment offered to the Customer for a given transaction, Customer agrees to take all the steps

Shipping Liability (Including Hazardous Materials):

> Unless otherwise agreed, Customer bears sole responsibility and liability for shipping any precious metal-bearing products (i.e., products containing gold, silver, palladium, or platinum) to WPM. WPM shall be responsible for insurance, loss, or damage once product is delivered and accepted at the vault of WPM.

> Customer agrees to notify and seek approval from WPM prior to shipment of material that may contain substances considered toxic or hazardous. In the event that Customer fails to provide proper notification or receive the adequate approvals for delivery of material, WPM reserves the right to return material to Customer at the Customer's expense and charge the Customer for any reasonable handling fees or expenses incurred by WPM as a result.

> In the event that Customer fails to arrange for the return or disposal of rejected or defective material within thirty (30) days after the materials receipt by WPM, WPM will have sole right to dispose of such material without incurring any liability whatsoever to Customer.

Packing List and Documentation:

> Customer is required to deliver to WPM with an invoice, packing list, and/or Customs Clearance authorization as may be applicable for the material delivered. The documentation will provide a complete description of contents including weights, metal type, and declared value. WPM is not liable for any loss claimed where Customer fails to provide the appropriate documentation. Customer acknowledges that WPM's receipt of material shall not in any way constitute agreement with regards to the weight and/or composition as stipulated by the Customer.

> WPM will confirm the received weight of all material prior to accepting delivery. In the event that any significant discrepancy exists, WPM will contact the Customer and seek to reach an agreement on the received weight prior to continuing on with processing. WPM agrees to inform the Customer regarding the processing time required for all materials received from Customer. Customer must notify WPM within a reasonable period of time with any objection related to any reported discrepancy. Customer's failure to object to any reported discrepancy within a reasonable period of time shall be considered a waiver by the Customer of any claim against WPM. In the event that WPM and the Customer do not reach an agreement, WPM reserves the right to return the Material to the Customer at the Customer's expense.

Melting & Assaying:

Customer agrees that final settlement will be based on the precious metal content of all materials delivered by Customer and determined at the discretion of the analytical methods applied by WPM. The methods for analysis may include but are not limited to Fire Assay, X-Ray Fluorescence Spectroscopy (XRF), and Inductively Coupled Plasma Mass Spectrometry (ICP). In order to conduct an analysis of Customer's material, WPM shall collect a representative sample of each melt and/or lot through any sampling procedure WPM may deem appropriate for the given material. At the conclusion of the assaying process, WPM will report the results to the Customer. Customer will be granted 3 business days to present an objection to the assay reported after which time the assay reported will be considered accepted by Customer and the option to contest the assay reported will be considered waived. In the event that Customer objects to the assay report, WPM may consider various options including but not limited to: (a) negotiate a mutually agreeable figure and/or methodology with which to compute the precious metals contained in the melt or lot in question; and/or (b) solicit a third party "Umpire" assay.

Customer acknowledges that WPM shall not be liable for the return of any additional material not requested by Customer or specifically noted in the Refining Agreement.

Voice Recording:

Customer hereby authorizes WPM to recording phone communications between WPM and Customer. The reasons for call recording are to ensure

requested by WPM in order to ensure the error is rectified. Furthermore, Customer agrees to indemnify and hold WPM harmless from and against all damages or liability that may arise from such an error.

communication clarity, to verify and archive transactions, and for training and quality monitoring. All calls and communications between WPM and Customer will kept in strict confidence.