NOBLE METAL SERVICES

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions for Refining ("Agreement") shall be applicable to all transactions between Noble Metal Services ("Noble") and each person or entity engaging in commerce with Noble (such person or entity hereinafter "Customer"), including, without limitation, refining transactions. This agreement supersedes any and all prior discussions, agreements, conditions, provisions, terms, and documents between Noble and Customer. By entering into any transaction with Noble, including without limitation, upon sending to Noble any materials for refining or other processing or transactions, Customer consents to this Agreement and shall be bound by the terms hereof.

1. MATERIALS AND SERVICES

1.1 "Deleterious Elements" means those elements identified in Section 2.4.

1.2 "Hazardous Substance" means any material (a) designated as a hazardous (i) under United States federal law, rule or regulation, including without limitation, regulations promulgated by the United States Environmental Protection Agency, or (ii) under any laws, rules or regulations of any state or territory of the United States or any foreign government with jurisdiction over Customer or the Materials, (b) any radioactive material, (c) any combustible material or any material which when combined with other materials typically used in the metals refining business (including chemicals) may cause combustion, fire or explosion, (d) any materials that are or may become hazardous when combined with other materials or exposed to the elements toxic, or (e) any Deleterious Element.

1.3 "Materials" includes all Customer materials, regardless of type or condition, delivered to Noble for refining, sale, scrapping or trading purposes.

1.4 "Refining" includes all transactions between Noble and the Customer, including, but not limited to, the sale of Materials to Customer, purchasing Materials from Customer, and the processing and/or trading of Customer Materials.

1.5 "Stones" means any semi-precious or precious stones or gems, pearls, and other jewels and accent materials.

1.6 "Payment" includes U.S. Dollars (check, ACH, wire), metal in any form, or credit to Customer's unallocated pool account.

2. PRIOR TO SHIPPING; MATERIALS SHIPMENTS

2.1 All new Customers must be approved by Noble prior to sending any Materials to Noble or otherwise conducting business with Noble. To gain approval, new Customers must submit Noble's Account Set Up Form (also referred to as Know Your Customer (KYC), or Anti Money Laundering (AML)), which includes questions pertaining to the USA Patriot Act and other regulatory statutes. Upon receipt and review of all required documentation, Noble will notify the new Customer of approval status. Noble has the right to refuse approval of a new Customer for any reason.

2.2 Prior to shipping any Materials to Noble, Customer shall contact Noble to: (a) obtain a reference authorization number (commonly referred to as a Lot, Lot in Transit, or Purchase Order number); (b) provide gross, tare and net weights; (c) provide number of containers being shipped; (d) advise what metals are to be recovered; (e) advise the estimated number of fine troy ounces of recoverable metals in the Materials; and (f) communicate any potential Hazardous Substances or Deleterious Elements that may be in the Materials. Customer warrants the accuracy of such information; however, such information is not considered binding until Noble has received the shipment and confirmed the accuracy of the information.

2.3 Customer shall not deliver Materials that may be considered toxic or hazardous to human health under the Occupational Safety and Health Act (OSHA) or Materials that may cause damage, harm and/or injury to Noble facilities, personnel or processes and/or be otherwise environmentally hazardous without (a) advance written notice to Noble which shall specifically describe the Hazardous Substances involved and (b) Noble's written approval of such delivery. Noble may refuse to accept or deal with any Materials containing any Hazardous Substance at any time in its sole discretion.

2.4 Customer shall inform Noble and seek Noble's approval prior to shipment of Materials containing any of the following elements:

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

2.5 Customer shall not provide any material to Noble that originates in the Democratic Republic of Congo or adjoining countries. In addition, Customer shall not provide any Material to Noble that originates in any country that is on the CAHRA's list. Also, Customer shall ensure that all Materials are "conflict-free" as defined in the Dodd-Frank Reform Act.

2.6 Noble may reject any Materials delivered to Noble that do not comply with the requirements of this Agreement. Without limiting Noble's rights arising from such a breach, Noble may: (a) return Customer's Materials to Customer at Customer's expense and (b) charge Customer a handling fee of

up to $5,000.00 USD, plus any actual out-of-pocket costs incurred by Noble.

2.7 Customer warrants to Noble that (a) it is the sole legal owner of the Materials, or is the duly authorized agent of the owner of the Materials and has the right and authority to deliver and transfer Materials to Noble pursuant to this Agreement; (b) that the Materials are free from all liens, encumbrances, liabilities, and adverse claims of third parties and are not the product of or in any way connected to any illegal activity in the United States or any other country; (c) all documentation furnished by Customer with respect to Materials is accurate; and (d) the Materials, unless otherwise approved in advance by Noble, do not contain Hazardous Substances.

2.8 The Customer shall defend, protect, indemnify, and hold harmless Noble, its officers, directors, agents, contractors, and their respective successors and assigns from and against any and all claims, actions, causes of action, liabilities, losses, costs, expenses, and damages of any kind arising from or in any manner related to the Materials and/or any breach of this Agreement.

3. PACKAGING AND DELIVERY

3.1 Customer shall tender each shipment of Materials to Noble according to Noble's Standard Packaging Guidelines referencing how to properly package and label containers. Customer must ensure that all Materials sent to Noble are packed safely, securely, and in conformance with all laws, rules, and regulations, including, but not limited to, the Hazardous Materials Transportation Act, and regulations of the United States Department of Transportation set forth in the Code of Federal Regulations, Title 29 parts 171-179. Each package shall include Noble's reference authorization number (Lot, Lot in Transit, or Purchase Order) and each container shall be properly secured. Noble will not be responsible for, and cannot insure, any material that is not properly packaged.

3.2 Each package of Materials shall include a packing list providing: (a) Customer's name/address/phone number; (b) Noble's Reference Authorization number; (c) description of contents; and (d) the gross, tare and net weight of each container. Before delivery of the Materials, Customer shall send information as to the expected precious metal content within the Material. If Customer does not provide the required information on the packing list, Noble may (i) reject the package or (ii) determine in its sole discretion the missing information, with such determination by Noble being final and binding.

3.3 Customer shall deliver Materials to Noble addressed as follows:

NMS
10 Ross Simons Drive
Cranston, RI 02920

On the following days and times (excluding Federal holidays):

Monday – Thursday	8:30 AM – 4:30 PM EST
Friday	8:30 AM – 2:00 PM EST

Customer shall be liable for freight and other charges, taxes, fees, and assessments associated with the transportation and/or delivery of the Materials unless otherwise specifically agreed in writing by Noble. Customer shall also be liable for and prepay all insurance associated with the transportation and delivery of Materials, unless otherwise specifically agreed in writing by Noble.

3.4 Hazardous Substance shipments must be properly labeled, packaged and shipped in accordance with hazardous shipment requirements.

3.5 If agreed upon by both parties for Noble to insure the shipment, Customer must use Noble supplied label(s) and follow Noble's Standard Packaging Guidelines which include (but not limited to): (a) using a Double Box method; (b) adding an 'identifying mark'; (c) including a packaging slip; (d) keeping a photo of the box; (e) not advertising content on the box; (f) keeping an accurate log of the shipment and its value; and (g) wrapping the product(s) with cushion to reduce rattle. Noble assumes responsibility for insuring Materials picked up from the customer only after the Materials are scanned in by the courier (not merely when picked up by the courier). Noble will not be liable for insuring shipments dropped off in a drop box. To obtain the Noble label and/or copy of Noble's Shipping Packaging Guidelines, Customer must contact Noble and provide the requested information outlined in Section 2 of this Agreement.

3.6 Customer shall notify Noble of incoming shipments. Unless otherwise agreed to in writing, packing Materials and containers are non-returnable. Prior to or upon delivery, Noble has the right to refuse Customer shipments and/or Materials at its sole discretion.

3.7 Notwithstanding any representation or other communication by Customer, all weights and classifications of Materials are to be determined by Noble upon arrival at Noble. If Materials arrive at Noble in damaged containers, with broken or damaged seals, or with seals that indicate tampering, Noble will request Customer permission prior to the weighing, sampling, assaying, and/or any other procedures with respect to these Materials. For purposes hereof "upon arrival" shall include an additional period of time to allow for Noble to process any Materials, including without limitation, melting assaying or otherwise evaluating the Materials.

4. RECEIPT OF MATERIAL BY NOBLE

4.1 Acknowledgment of receipt of Materials by Noble does not constitute agreement as to the quantity, weight, composition, or description reported by Customer. Upon receipt of Materials by Noble at its facility, Noble will review, count and weigh all containers in its usual manner. Noble will promptly notify Customer of any significant variances in the Materials prior to processing. Within twenty-four (24) hours after Noble notifies Customer of Noble's determinations, the

Customer has the option to: (a) accept the Noble reported Materials weight and description; or (b) request that the Materials be shipped back to Customer at Customer's expense, including Customer reimbursement of original shipment cost if paid for by Noble. If option (b) is requested, Customer understands that the Materials may have been separated from its original packaging during incoming inspection. If Customer fails to exercise either of said options within the twenty-four (24) hour period, Customer shall be deemed to have accepted Noble's determination in all respects. Notwithstanding the foregoing, any Materials delivered to Noble and intended for processing (in any manner) prior to confirmation of weight, composition or any other characteristic thereof, shall not be subject to return to Customer.

4.2 If applicable, Customer must provide a written objection to any Noble variances within twenty-four (24) hours of receipt. Failure to do so results in the Customer waiving any claims against Noble regarding these variances and accepting Noble's findings. Any disagreement between Noble and Customer resulting in termination of Materials processing and requiring the return of Materials will be done at the Customer's expense, including any applicable shipping and material handling fees already incurred by Noble either on the incoming or outgoing shipment.

5. TITLE; PROCESSING OF MATERIAL BY NOBLE

5.1 Title to Materials shall transfer to Noble as follows:

(a) For Materials for which Noble provides weights and other characteristics prior to processing, title shall vest in Noble twenty-four (24) hours after Noble notifies Customer of its determination of weight, composition and other characteristics, unless Customer has notified Noble that it has elected to have the Materials returned to the Customer;

(b) For Materials that are processed by Noble prior to Noble's determination of weight, composition and other characteristics, title shall transfer to Noble as of receipt and acceptance thereof by Noble (acceptance is defined when the material has been received and signed for by a Noble employee); and

(c) For Materials on account of which Noble has made an Advance to Customer (regardless of the location of such Materials) title to such Materials shall transfer to Noble as of the time and date of the Advance.

"Advance" as used herein is a payment from Noble to Customer based upon representations made by Customer as to the weight, composition and other characteristics of the Materials. By accepting an Advance, Customer represents and warrants that the weight, composition and other characteristics identified by Customer are correct and accurate to the best of Customer's knowledge after the exercise of due diligence by Customer. Customer further acknowledges and agrees that Noble shall be entitled to recoup that portion of an Advance that exceeds the agreed-upon value of the Material, or in the absence of agreement thereon, the value determined pursuant to Section 7 hereof.

5.2 Noble will process Materials in an expeditious manner, as its resources and business permit. Noble will provide Customer with estimated times/dates, however, Noble will not be strictly bound to such an estimate or required to allocate any specific resources to meet that timeline.

5.3 Materials arriving at Noble may necessitate additional handling or contain elements that hinder the refining process, thereby increasing the final refining cost and/or timeline. Apart from the basic refining fee, Noble retains the discretion to impose supplementary charges due to factors such as complexity, form, or composition of the Materials, leading to additional handling, processing, analysis, or labor requirements during the refining process.

5.4 Once received, Noble has the right to combine Materials with other Customer Materials unless the Customer specifically objects (in writing) to this practice prior to Noble receiving the Materials. Additionally, Noble shall process or dispose of any Materials received without Customer processing instructions in the way in which Noble deems appropriate for such Materials. Customer accepts that in certain instances, Noble may utilize third-party partners. Customer acknowledges that their Materials may not be returnable and may be co-mingled at any point in the process once Noble receives delivery. Customer acknowledges that certain processes will render the Materials unreturnable to Customer if for any reason this need arises.

5.5 Stone Lot Processing: due to the inability to ascertain the quality, characteristics, and authenticity of Stones contained in Customer Materials sent to Noble for reclamation and given that the refining process may adversely affect Stones, Noble shall not be liable for any damage, deterioration, or destruction of any Stones during the refining process. Unless Customer has clearly communicated to Noble PRIOR to shipment that stones are present and expected to be returned, and also clearly notes this on their packing list, Noble shall not be obligated to the return or make payment of any Stones to Customer.

5.6 Notwithstanding anything contained herein or in any other document or communication between Noble and Customer, Noble makes no representation or warranty with respect to the analysis of any Materials, nor that Noble's determination of metal content is accurate. Noble's determination of metal content is intended to be reasonably accurate based upon standard industry practices.

6. ASSAYS AND SETTLEMENTS

6.1 Customer acknowledges that determining precious metal content is not an exact science. Noble has developed various methods to determine the metal content in each lot and will determine the most efficient and appropriate process for each lot. Metal content varies based on several factors

including (but not limited to) analysis, material characteristics, historical quality of the material and, to the extent relevant, Customer's estimate of metal content. Noble, at its sole discretion, will determine the amount of metals offered for Customer Materials. Noble makes no representations or warranty that Noble's analysis identifies or affirms the exact actual metal content contained in Customer Materials.

6.2 As it applies, Noble will collect a representative sample in the form of a button, pin, thief sample, and/or by and through any sampling procedure Noble deems appropriate for the given Materials. This sample is then used to conduct an analysis of the Materials

6.3 Upon completion of the analysis, Noble will communicate either the 'priced' or 'unpriced' Settlement Offer (also referred to as a Settlement Statement, Settlement Report, Settlement, or Purchase Invoice) to Customer. Once the Settlement Offer has been sent to the Customer, the Customer has twenty-four (24) hours to dispute Noble's Settlement Offer by sending a written objection to Noble. If Noble does not receive a written objection from Customer within twenty-four (24) hours of receiving Noble's Settlement Offer, Noble's Settlement Offer is considered to be accepted by Customer.

6.4 In the event Customer objects to Noble's Settlement Offer, Customer shall simultaneously, with such objection, submit a counteroffer which will be used in discussion with Noble to determine a mutually agreed upon Settlement. If Noble and Customer cannot agree on the Settlement, AND IF Noble agrees to return the Materials, Customer acknowledges and agrees to accept the Materials in whatever form, weight, quality and other characteristics that the Materials then exists. Customer acknowledges that due to processes required to determine a Settlement (including, but not limited to, in-house processing or any Materials sent to a third party for processing) Materials may not be able to be returned. Under all circumstances, the Customer shall be required to pay all processing costs and transportation costs and/or charges incurred by Noble.

6.5 The date on which a Settlement Offer is sent to Customer is the "Settlement Date". If specific settlement instructions are required by Customer, such instructions must be communicated to Noble in writing prior to Noble receiving the Materials. Following the Settlement Date, Noble will pay the Customer (in US Dollars) via check, ACH, Wire Transfer, in metal, or by placing metal in Customer's pool account (and deducting any fees due to Noble by pricing metal). Payment will be made in accordance with Noble's then-standard payment policies.

6.6 Noble will dispose of any precious and non-precious material including but not limited to any slag, magnetic, precious, and non-precious material not requested in writing by Customer for return prior to receipt of the Materials by Noble. Noble shall not be liable to return or pay for any additional metal not requested by Customer. Note: Noble will only be responsible for paying Customers on metals specifically noted in their refining terms. Settlement times may vary depending on the available production capacity. Settlement will not occur during weekends, legal holidays, and Noble's vacation periods.

7. ADVANCES AND HEDGES

7.1 An Advance does not bind either party to the value of the Materials.

7.2 If Customer requests an Advance from Noble prior to Settlement, Noble may provide an Advance to the Customer in the form of metal, check, ACH, wire, or credit to Customer's unallocated metal (pool) account. This Advance will be based on market prices on the agreed upon business date, with fees and charges determined by Noble. If the Advance payment exceeds the value of the final Settlement, the Customer is responsible for reimbursing Noble for any deficit amount within twenty-four (24) hours of final Settlement. Customer shall not be entitled to an Advance, the issuance of which shall be in Noble's sole and absolute discretion.

7.3 If an Advance is made by Noble to Customer against Customer Materials, regardless of their location (in-house at Noble, in transit to Noble, or still with Customer), the title of the Materials will immediately pass from Customer to Noble.

7.4 **Fixing of Metal**: If Noble agrees to an Advance, Customer has the following options when fixing precious metals with Noble:

(a) SPOT – the price is determined by Noble based on the metal price of global markets at the time of fixing; or

(b) LONDON PM – fix request must be received by Noble by 4:00 PM EST on the business day prior to the fix.

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

7.5 Customer is required to deliver Materials to Noble immediately after fixing or advance is made. If Customer fails to deliver Materials within five (5) business days, Noble reserves the right and/or offset any outstanding commitments against the Customer's account(s) with Noble. In the event of a reversal of a contract for any reason, which results in the Customer owing money to Noble, Customer will be responsible for paying funds immediately upon notification of such discrepancy. Noble may take the following steps to recover funds owed and outstanding, including but not limited to: (a) liquidation of Customer's pool account; (b) liquidation of Customer balance; or (c) legal action in furtherance of an attempt by Noble to recover damages from a reversal of this contract. Customer hereby accepts full responsibility for any and all costs and fees and/or expenses incurred by Noble, including any and all legal fees incurred in connection therewith, whether before or after the commencement of litigation.

7.6 Purchases by Customer from Noble are payable immediately upon issuance of invoice from Noble.

7.7 A Pool Account is a ledger account representing the amount of returnable metal owed to Customer (if account reflects a positive balance), or the amount of metal owed to Noble (if the account reflects a negative balance). Precious metals are fungible; therefore, any unit of metal is equivalent to another of like kind i.e. similar quality and/or value and is deemed adequate payment for purposes of outstanding Pool Accounts. Returnable metal in a Customer Pool Account does not pertain to specific, segregated, or identifiable metal; rather it represents future obligation of Noble to return common inventory of gold, silver, platinum, or palladium. Noble reserves the right to return precious metals to the Customer of like kind representing the ounces of precious metals owed to Customer. Noble reserves the right to offset negative balances in Customer's pool account with respect to any and all metals in Customer's pool account by purchasing and/or liquidating metals reflecting a positive balance in Customer's pool account. Noble reserves the right to price out any unfixed ounces remaining in Customer's pool account to settle Customer's balance. Should Customer desire to leave ounces un-priced in Customer pool account, Customer must notify Noble in writing prior to the settlement date of the respective lot; after such time has elapsed, Customer shall be deemed to have waived such right and Noble can price the metal and make payment or put the metal to customer's pool account.

8. CUSTOMER REPRESENTATIONS AND WARRANTIES

Customer hereby represents and warrants to Noble as follows:

8.1 Customer is the sole legal owner of the Materials, or is the duly authorized agent of the owner of the Materials and has the right and capacity to deliver and transfer Materials to Noble free from all liens, encumbrances, liabilities, and adverse claims of illegal activity in the United States or any other country;

8.2 All documentation and other information furnished by Customer to Noble is true and accurate in all respects;

8.3 The Materials, unless otherwise approved in advance by Noble, do not contain Hazardous Substance;

8.4 Customer is in compliance with all laws, ordinances, codes, rules, regulations, standards, orders, decrees and other requirements of all governmental, regulatory, administrative or judicial entities applicable to the Materials;

8.5 Any purchase or sale contract made with Noble is solely for the purpose of sale or purchase of precious metals to Noble and has not been made for speculative reason;

8.6 Customer is in compliance with the United States Patriot Act and any anti-money laundering statute, rule or regulation applicable to it, including without limitation, any of the foregoing requiring Customer to maintain an anti-money laundering policy or compliance program;

8.7 No transaction between Customer and Noble may result in the violation of any anti-money laundering, anti-terrorism or other law applicable to Noble and/or Customer.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1. Notwithstanding anything to the contrary contained herein or in any other document or communication between Noble and Customer:

(a) Noble shall not be liable for any loss or damage arising or resulting from: (i) the delay in processing Materials, missed delivery dates, late payments or any other cause relating to the processing of Material and the settlement of accounts, including without limitation, alleged losses suffered due to market fluctuations; (ii) the failure of Customer or Noble to timely pick-up any Materials from the other party's facility or the failure of any delivery service or courier to deliver Materials to Customer or Noble or any other transportation-related loss suffered by Customer; or (iii) damage to Materials or other losses resulting from packaging that is not in compliance with the requirements of this Agreement.

(b) Noble's maximum liability relating to any Materials received by Noble from Customer shall be the value of the Materials as determined pursuant to this Agreement.

9.2 Customer shall protect, defend, indemnify, and hold Noble and its respective affiliates and each of their respective officers, directors, employees and agents (collectively, the "Indemnified Parties") harmless from and against any and all claims, actions, causes of action, liabilities, losses, costs, expenses, fines, penalties or damages, including reasonable attorney's fees, incurred or suffered by any of the Indemnified Parties, arising from or in any manner relating to a breach of this Agreement.

10. FORCE MAJEURE

10.1 If performance of this Agreement by Noble is prevented, interrupted, hindered, delayed, or rendered unduly expensive because of a force majeure, Noble shall have the right to defer its performance of this Agreement for as long as such force majeure shall continue. Events of force majeure shall include, but not limited to, fire, war, riot, acts of God, labor disputes, disruptions of transportation or plant operations, government action, order or regulation, or lack of energy or raw Materials.

10.2 If the duration of the force majeure shall exceed a period of fourteen (14) days, and the parties, negotiating in good faith, cannot within a reasonable period thereafter agree on a new program for the performance of the contract, either party shall be entitled to cancel the contract by giving written notice to the other to that effect within seven (7) days after the end of such fourteen (14) day period.

11. PAYMENT

11.1 Unless otherwise agreed upon or unless deducted by Noble from payable metal, Noble refining charges are payable immediately upon customer receipt of invoice.

11.2 Noble has the right to withhold delivery of any metals or money due to the Customer until all amounts due from the Customer have been paid in full. In addition, in case of any default by the Customer on payment of any monies due to Noble, Noble has the right to sell any Customer metal in our possession to satisfy such indebtedness.

12. CONFIDENTIALITY

12.1 Customer shall not in any manner or form, at any time disclose, reveal, unveil, divulge or release (either directly or indirectly), any proprietary or confidential information and shall always endeavor to protect all Confidential Information belonging to Noble.

12.2 By definition herein, "Confidential Information" shall mean any and all technical, non-technical, and business-related information, including but not limited to, any data, files, reports, customer names, proprietary processes, refining schedules, contracts, terms, settlement(s), settlement statements or business related practices, and any other proprietary information relating to the Company's overall business, business practices, products/services, customers, employees, suppliers, vendors, and any other material related to or pertaining to any business of Noble.

13. TERMINATION

13.1 Noble may terminate any agreement at any time.

14. GOVERNING LAW AND JURISDICTION

14.1 This Agreement is to be construed pursuant to the current laws of the State of Rhode Island. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of Rhode Island.

14.2 Other than disputes governed by Article 8 of these Terms and Conditions, disputes between the parties shall be brought only in the state or federal courts located in the State of Rhode Island, USA. By sending Material to Noble or by otherwise requesting that Noble process Material for Customer, Customer hereby consents to personal jurisdiction in Rhode Island, USA.

14.3 By engaging in services with Noble Metal Services, the Customer acknowledges that they have read, understood, and agreed to these terms and conditions.