



REPUBLIC
METALS
CORPORATION

NEW ACCOUNT APPLICATION

REPUBLIC METALS CORPORATION
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TABLE OF CONTENTS

INTRODUCTION 2

BUSINESS INFORMATION..... 3

BUSINESS OWNER INFORMATION..... 4

BANKING INFORMATION* 5

TRADE REFERENCES 6

REFINING PRACTICES 7

CLIENT COMMUNICATION 7

REQUIRED DOCUMENTATION 7

DISCLOSURE 8

REPUBLIC METALS CORPORATION STANDARD TERMS AND GENERAL OPERATING CONDITIONS..... 9



INTRODUCTION

To comply with the USA Patriot Act and to facilitate the fight of terrorism funding / money laundering, Federal law 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.

The Act, required by the Department of Treasury, prescribes regulations that establish minimum standards for the identification and verification of customers in connection with the acceptance of refining material. These regulations require manufacturers, refiners, wholesalers, retailers and any others engaged in the business of purchasing and selling precious metals, precious stones, or jewelry to obtain certain identifying information.

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

BUSINESS INFORMATION

Legal Name of Business: _____ Legal Name of Business Owner: _____
 Legal Address of Business: _____ City: _____
 State / Territory / Province: _____ Zip / Postal Code: _____
 Country: _____ Web Address: _____
 Office Phone Number: _____ Office Fax Number: _____

Type of Organization: _____ Year Established: _____

Nature of Business: _____

Employer Identification # (EIN): _____

CORPORATE OFFICERS

Name and Title: _____

Name and Title: _____

Name and Title: _____

Does your company have a Patriot Act / Anti-Money Laundering compliance program?

If not, what measures does your company take to ensure its customers are in compliance with the Patriot Act or related Anti Money Laundering legislation?

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

BUSINESS OWNER INFORMATION

Legal Name of Business Owner:

Title:

Address of Business Owner:

City:

State / Territory / Province:

Zip / Postal Code:

Country of Residency:

Country of Citizenship:

Phone Number:

Cell Phone Number:

E-Mail Address:

Social Security Number:

Driver's License #:

Passport # / Issuing Nation:

How long has the above person
owned this business?

How long has the above person
been involved in the precious
metals industry?

BANKING INFORMATION*

Bank Name:	City:
State / Territory / Province:	Country:
Bank Account #:	Routing (ABA) / Swift Code:
Intermediary Bank Name: (For International Transfers)	Intermediary Bank City:
Intermediary Bank State / Territory / Province:	Intermediary Bank Country:
Intermediary Bank Routing (ABA) / Swift Code:	

****THE BELOW SPACE MAY BE USED IF THERE ARE MULTIPLE BANK ACCOUNTS CONFIRMED FOR PAYMENT BY REPUBLIC METALS CORPORATION****

Bank Name:	City:
State / Territory / Province:	Country:
Bank Account #:	Routing (ABA) / Swift Code:
Intermediary Bank Name: (For International Transfers)	Intermediary Bank City:
Intermediary Bank State / Territory / Province:	Intermediary Bank Country:
Intermediary Bank Routing (ABA) / Swift Code:	

***Please note:** Any and all money(s) owed to applicant shall be made payable only to a financial account bearing the identical beneficiary name as the "Legal Name of Business" provided in section "Business Information" on page 3 of this application

TRADE REFERENCES

Legal Name of Business:	Contact Name:
Legal Address of Business:	City:
State / Territory / Province:	Zip / Postal Code:
Country:	Web Address:
Office Phone Number:	Office Fax Number:

Legal Name of Business:	Contact Name:
Legal Address of Business:	City:
State / Territory / Province:	Zip / Postal Code:
Country:	Web Address:
Office Phone Number:	Office Fax Number:

Legal Name of Business:	Contact Name:
Legal Address of Business:	City:
State / Territory / Province:	Zip / Postal Code:
Country:	Web Address:
Office Phone Number:	Office Fax Number:

REFINING PRACTICES

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

In what form(s)?

What is the origin of the metal?

How frequently will you be delivering the metal to RMC?

What is the anticipated delivery method?

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

CLIENT COMMUNICATION

Please provide the preferred e-mail address for the following e-mail correspondence from RMC:

- Weight Confirmation Automatic E-Mails:
- Trade Confirmation Automatic E-Mails:
- Account Maintenance E-Mails:
- Marketing E-Mails:

REQUIRED DOCUMENTATION

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

- Business Owner's Driver's License OR Passport
- Business OR Occupational License

DISCLOSURE

Customer hereby acknowledges that Republic Metals Corporation and its related companies (hereinafter known as RMC) seek to comply with all applicable laws concerning money laundering and related activities. In furtherance of those efforts, Customer hereby represents, warrants, and agrees (to the best of Customer's knowledge based upon appropriate diligence and investigation):

1. None of the financial instruments or metals that customer will deliver, pay, swap or contribute to RMC shall be derived from, or related to any activity that is deemed criminal under United States or foreign law; and
2. No contribution or payment by customer to RMC to the extent that they are within customer's control shall cause RMC 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

In order to comply with current legislation, the Customer further understands that RMC may release confidential information about the customer, and if applicable, any underlying beneficial owners to the appropriate authorities if RMC, in its sole discretion determines that it is in the best interest of RMC in pursuant to rules and regulations under the laws set forth in subsection 2 above.

Customer shall promptly notify RMC if any of these representatives change or cease to be true and accurate.

Customer agrees to provide to RMC any additional information that RMC deems necessary, to ensure compliance with all applicable Federal, State, Local or Foreign Laws concerning money laundering and similar activities.

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, RMC will undertake appropriate actions to ensure compliance with applicable Federal, State, Local or Foreign Laws or Regulations.

New regulations have been imposed on the precious metals industry under the USA Patriot Act of 2001. Republic Metals Corporation, as well as government entities, demands that all of the following questions be answered to the best of your ability.

I, _____, certify that the preceding application was answered honestly, thoroughly, and to the best of my ability.

Signed:

Dated:



REPUBLIC METALS CORPORATION STANDARD TERMS AND GENERAL OPERATING CONDITIONS

Unless otherwise stipulated, these Standard Terms and General Operating Conditions "Standard Terms" are applicable to transactions and/or contracts between Republic Metals Corporation, "RMC", and Customer. "Customer" is defined as any business, corporation, company, person, entity, or anyone else transacting business with RMC in any manner whatsoever. Any contract or agreement entered into between Customer and RMC will operate as if the terms represented in these Standard Terms were made expressly a part thereof. RMC's Standard Terms is the governing document with respect to any and all business dealings between RMC and Customer and shall override any and all provisions, terms, and stipulations in Customer purchase orders, sales orders and/or any other Customer documents. RMC's failure to object to any terms, provisions, and/or stipulations represented in any Customer documents that are at variance with RMC'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 RMC 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. 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 RMC that it will fully, defend, protect, indemnify, and hold harmless RMC and its lawful successors and assigns from any adverse claim thereto. Customer warrants that any transaction initiated by Customer will not cause RMC 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.

Forum/Jurisdiction: Any and all legal proceedings to enforce this Agreement, whether in contract, tort, equity or otherwise, shall be brought in the State or Federal Courts sitting in Miami-Dade County, Florida, the parties hereto hereby waiving any claim or defense that such forum is not convenient or proper, and/or that the court lacks personal jurisdiction over Customer. RMC and Customer each hereby agrees that any such court shall have "in personam" jurisdiction over it, consents to service of process in any manner prescribed by Florida Law, and agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner specified by law. Further any and legal proceedings to enforce this agreement shall be governed by the laws of the state of Florida.

Insurance, Delivery, Weighing, and Sampling: Customer shall be responsible for insuring any incoming shipments, unless otherwise agreed to in writing. To insure incoming shipments through RMC, Customer must notify RMC, within a reasonable period of time, of any shipments destined for RMC. Failure to do so will result in Customer bearing the risk of loss of the material until such time as RMC is able to insure the incoming material. Risk of loss of material will pass from Customer to RMC upon delivery to and acceptance at RMC's refinery, unless otherwise agreed. Upon receipt by RMC of metal sent by Customer for refining and acceptance by RMC, RMC shall bear the responsibility of insurance for loss or damage to such metal while at RMC. Any and all metal sent by Customer shall be labeled bearing the gross, net, and tare weights of said metal. In an effort to minimize refining costs, RMC may request Customer material be packaged in a particular way prior to shipment to RMC. Customer must follow all instructions that RMC may give to Customer regarding the packaging of material. Material that arrives packaged in a manner other than that requested by RMC is subject to processing fees. All weights of Customer material are to be ultimately determined by personnel of RMC. In the event Customer's material should arrive at RMC with any broken seals, damaged seals, or seals that evidence tampering, RMC will seek Customer permission prior to the weighing, sampling, assaying, and/or any other procedures with respect to said material, unless otherwise agreed to in writing. Settlement weights are determined and governed by RMC.

RMC's acknowledgment of receipt of Customer material shall not constitute agreement as to the quantity, weight, composition, or description stipulated by Customer. RMC shall, within a reasonable amount of time, inspect Customer material and shall promptly notify Customer of any significant variances in the material including but not limited to quantity, weight, and composition of the material. RMC shall keep Customer informed of the processing of Customer's material. Customer must notify RMC within a reasonable period of time from receipt of notice of any reported variances to make an objection concerning such variances. Customer's failure to so object shall be deemed a waiver by Customer of any claim Customer may have against RMC with regard to such variances. Any disagreement between RMC and Customer resulting in a frustration of the agreement, and requiring return of unrefined material, will be done at the Customer's expense.

Deleterious Elements: Customer MUST contact RMC and seek approval prior to shipment of material containing any of the following elements.

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

Failure to do so may result in any of the following including but not limited to: (a) The return of Customer's metal to Customer at Customer's expense, (b) A handling fee of up to \$5,000.00 USD.

Melting and Assaying: From each lot and/or melt RMC shall collect a representative sample in the form of a button, bar, thief sample, and/or by and through any sampling procedure RMC may deem appropriate for the given material. This sample is then used to conduct an analysis of Customer's material.

RMC will conduct assay trials and report the results to the Customer. Customer has forty-eight (48) hours in which to object to the assay report after which time the assay report will be deemed accepted by Customer and the right to contest the assay report will be deemed waived. Upon objection by Customer to the assay report, RMC may pursue various options including but not limited to: (a) negotiating mutually agreeable figures with which to compute the precious metals contained in the lot or melt, or (b) agreeing with Customer to solicit an umpire assay (third party assay). (Please request an "Umpire Procedure" document should you desire further explanation) Note: RMC will dispose of any and all precious and non-precious material including but not limited to any slag, magnetic, and or any precious and non-precious material not requested by Customer for return. RMC shall be free of any liability to return any additional metal not requested by Customer and/or agreed upon by Customer and RMC or specifically noted in the refining terms. Settlement times may vary depending on available production capacity. Settlement shall not occur during weekends, legal holidays and RMC's vacation periods.

Charges: Unless otherwise agreed, Customer agrees to pay any and all preparation, treatment, refining, and/or any other customary charges related to the said material. Sales, use, excise, and/or any other taxes or assessments, levies, or governmental charges be it federal, state, local that are in addition to the above mentioned charges shall be paid by the Customer. All charges become payable after Customer receipt of the invoice. RMC is entitled and empowered to withhold delivery of any returnable or transferable metals or money due to the Customer until such time as all amounts due to RMC by Customer are received. In attempting to retrieve any monies due RMC by Customer or its assigns, RMC reserves the rights and remedies including but not limited to: (a) to cancel any Customer order (b) to refuse to make further deliveries due to Customer (c) to declare due and payable immediately any and all unpaid amounts for goods previously delivered to Customer.

All RMC charges are payable upon the rendering of an invoice. Acceptance of check, draft, credit card payment(s), or any remittance except legal tender (cash) shall not constitute payment until such payment processes are completed and any pay period to contest any charges reflected on this invoice have expired. Until such time, RMC shall be deemed to retain title to and a security interest in all material covered by any RMC invoice to secure the payment of the same. If Customer fails to make payments when due, the amount unpaid is subject to an interest charge of ten percent (10%) per annum discounted to represent the amount of time passed for which payment has not been received. This interest rate is subject to fluctuation without notice based on current bank base lending rates.

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

Additionally, as a course of business, RMC reserves the right to offset refining charges by liquidating Customer's pool account to the extent that such charges are paid. Such charges include but are not limited to any overdraft fees, unpaid fees or charges, and handling fees for deleterious materials for which Customer is responsible. Customer empowers RMC to offset and/or liquidate any Customer pool account under any company or corporate name where Customer is found to have common ownership, to secure any and all debts owed to RMC. In addition to any costs incurred by RMC in connection with its enforcement of any sums of money, or metal, or value thereof due hereunder or enforcement of its rights hereunder, if RMC 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.

Pool/Toll Account: 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 RMC (if the account reflects a negative balance). Precious metals are fungible; therefore any unit of material 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 represented in a Customer Pool Account does not pertain to specific, segregated, or identifiable metal; rather it represents a future obligation of RMC to return common inventory of gold, silver, platinum, palladium, or platinum group metals. RMC reserves the right to return precious metals to Customer of like kind representing the ounces of precious metals owed to Customer. RMC reserves the right to offset negative balances in Customer's pool account with respect to any and all metal in Customer's pool account by purchasing and/or liquidating any metals reflecting a positive balance in Customer's pool account. Republic reserves the right to price out any unfixed ounces remaining in Customer pool account in an effort to settle Customer lot. Should Customer desire to leave ounces un-priced in Customer pool account, Customer must notify Republic in writing at least twenty four (24) hours prior to the settlement date of the respective lot; after such time has elapsed, Customer shall be deemed to have waived such right. *Note: Please see RMC Purchases for a description of RMC's returnable metal.*

Consignment: It is expressly agreed upon by both parties that any and all material shipped to Customer, and/or delivered to Customer, and/or released to Customer on a consignment/bailment basis remains the property of RMC, with a security interest in RMC, until the material is returned to RMC in its entirety with interest paid, or material of equal quality, kind, and value is returned to RMC. Customer does not have legal title to such property until the above obligations are fulfilled. Should Customer transfer, assign, sell, or attempt to pass title to said material in any other way, Customer will be responsible for returning to RMC material of like kind, representing the same value.

RMC Purchases: Customers will be paid according to their returnable metals. The returnable metal represents the amount of precious metals contained in the Customer lot minus any RMC refining charges and/or any other charges. Returnable metals shall be in the form of fine gold bars and/or granulation unless otherwise agreed. Unless otherwise agreed, fine gold bars and/or fine gold granulation shall assay a minimum .9999 fine, and the fine silver bars and/or granulation shall assay a minimum .999 fine. Returnable Platinum, Palladium, and Platinum group metals shall assay a minimum of .9995 fine. RMC shall not be liable for direct or consequential losses stemming directly or indirectly from market fluctuations and/or any other cause whatsoever as a result of late delivery of any material by RMC. RMC delivery schedules are subject to change without notice.

Advances: Should Customer request an advance and RMC approve such a request, Customer will be responsible for any deficit in Customer's account as a result of an over-advance. Customer will be charged of \$1.00 per ounce per day with a minimum charge of \$150.00. (Subject to change without notice) Any and all security interest in Customer's material held by Customer will be reduced by the amount of such advance. Upon RMC transferring consideration, in the form of wire transfer, check, metal transfer or otherwise, to Customer for and against Customer's metal, Title to said metal shall pass immediately to RMC. After said metal is sampled, Republic may co-mingle, destroy, or use said metal in any manner RMC deems appropriate. Advances will only be made against lots and/or material for which the estimated elemental content has been Price Fixed.

Fixing of Metal: Customer has the following options when fixing precious metals with RMC:

1. SPOT – price is determined by RMC Trading Personnel based on the metal price as determined by global markets at the time of fixing.
2. LONDON PM- fix request must be received by RMC Trading Personnel by 9:30 AM E.S.T. the day of the fix

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

Customer warrants that any purchase or sale contract has been effectuated by Customer for the sole purpose of securing pricing for the ultimate sale or purchase of precious metals and has not been made for any speculative reason whatsoever. Customer hereby has an obligation to deliver or purchase said metal to or from RMC within ten (10) business days from the effective contract Trade Date. Should Customer fail to deliver/purchase said metal within ten (10) business days, RMC reserves the right to reverse and/or offset this outstanding sales/purchase contract. In the event of a reversal of this contract, RMC will be responsible for the return of any moneys due Customer as a result of the offset within a reasonable amount of time. Should the offset result in Customer owing moneys to RMC, Customer shall be responsible for said funds and RMC may take the following steps to recover said funds owed and outstanding, including but not limited to: (1) liquidation of customer's pool account, (2) liquidation of customer balance, (3) legal action in furtherance of an attempt by RMC to recover funds due as a result of a reversal of this contract. If legal action is required, customer hereby accepts full responsibility for any reasonable costs and/or fees and/or expenses incurred on behalf of RMC in furtherance of this legal action.

Upon the commencement of a trade with RMC, Customer shall receive an e-mail from RMC confirming the trade details. Customer shall be responsible for providing RMC with a proper e-mail address to which trade confirmations shall be sent. Customer shall also bear responsibility for notifying RMC should any changes occur in regards to the desired recipient of the e-mail and/or e-mail address therein. It shall be the responsibility of Customer to notify RMC in the event Customer conducts a trade with RMC and does not receive an e-mail confirmation. Further, Customer agrees that should RMC's records show that RMC sent an e-mail confirmation to Customer, Customer shall be conclusively deemed to have received said e-mail confirmation. 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 agrees to waive any defenses under Florida Uniform Commercial Code § 672.201.

Force Majeure: If Republic Metals Corporation 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 Republic Metals Corporation shall be excused from further performance upon notice to Customer stating the reason for the nonperformance. Additionally, the parties understand that performance by Republic Metals Corporation 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 and floods, war, riot, sovereign conduct, loss of electrical power for any reason whatsoever, or conduct of third parties. If that should occur, Republic Metals Corporation shall be excused from performance for as long as reasonably necessary to complete performance.

Liability: Under no circumstances shall RMC be liable for any incidental or consequential damages incurred by Customer for breach of any obligation arising out of or relating to the transactions herein or to the subsequent sale or use of returnable metals delivered to Customer hereunder. Except otherwise provided, the aggregate liabilities of RMC to Customer arising out of or relating to any breach of warranty shall not exceed the aggregate refining fees actually paid by Customer to RMC in regard to the materials or returnable metals which are the subject to the breach.

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



Integration: This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral 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, shall not be binding upon either party unless such modifications are both in writing and signed by both RMC and Customer.

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

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

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

The terms and conditions set forth herein contain schedules and terms and conditions are subject to change without notice. Upon receipt of these Standard Terms and General Conditions, whether via fax, mail, or in person, I, and/or the company I represent and/or for which I am an agent, agrees to be bound by the terms, conditions, stipulations, rules, and regulations contained herein. Delivering material or doing business with RMC after having received the Standard Terms and General Operating Conditions deems that I have agreed to accept the Terms and General Conditions contained herein regardless of whether I have signed this agreement.

I warrant that I have read every page of Republic Metals Corporation 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 RMC.

Signature

Print Name

Company Name

Date

