

**Business Information**

Name of Individual Completing Form:

|                    |                     |
|--------------------|---------------------|
| Drivers License #: | State Where Issued: |
|--------------------|---------------------|

Legal Name of Business:

|                   |                    |
|-------------------|--------------------|
| DBA if Different: | Years in Business: |
|-------------------|--------------------|

Business Address:

|       |        |      |
|-------|--------|------|
| City: | State: | Zip: |
|-------|--------|------|

|                 |            |
|-----------------|------------|
| Business Phone: | Fax Phone: |
|-----------------|------------|

|         |             |
|---------|-------------|
| E-Mail: | Cell Phone: |
|---------|-------------|

Type of Organization:     Corp.    Partnership    Sole Proprietorship  
 LLC    Other:

|              |        |
|--------------|--------|
| Year Formed: | State: |
|--------------|--------|

|             |              |
|-------------|--------------|
| Sales Tax#: | Federal EIN# |
|-------------|--------------|

|                   |                   |
|-------------------|-------------------|
| Number of Owners: | Number of Stores: |
|-------------------|-------------------|

For each Owner, please answer the following ( attach additional sheets as needed):

1. Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

|        |        |      |
|--------|--------|------|
| City : | State: | Zip: |
|--------|--------|------|

2. Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

|        |        |      |
|--------|--------|------|
| City : | State: | Zip: |
|--------|--------|------|

How Did You Hear About Hi Tech PMR

Referral    Ad/Postcard    Sales Rep.    Internet

Other: \_\_\_\_\_

**The USA Patriot Act**

On October 26, 2001, the President signed into law the USA PATRIOT Act (the Act). Title III of the Act makes a number of amendments to the anti-money laundering provisions of the Bank Secrecy Act of 1970 (BSA) that are intended to promote the prevention, detection and prosecution of international money laundering and the financing of terrorism. Hi-Tech enthusiastically supports this endeavor. Among the Act's provisions are the requirements that all financial institutions - including dealers in precious metals - establish an anti-money laundering (AML) program and verify the identity of their customers. It is for this reason that Hi-Tech asks you for various identifying information.

For AML programs to be effective, they require each of us to be alert to possible money laundering. Generally, money laundering is the process of concealing the true origin of criminally, derived proceeds so they appear to have legitimate origins. This occurs in many ways, including converting cash into precious metals, then moving the metals undetected into financial systems. The Act and BSA apply severe penalties to money launders and also to those who ignore, or are "willfully blind" to suspicious activity that turns out to be money laundering. It is in the best interest of all of us to comply with the Act and assist in the prevention of money laundering and terrorism funding.

**Anti-Money Laundering Program**

The U.S. Department of the Treasury has issued rules that require, effective January 1, 2006, precious metals dealers to establish an anti-money laundering program (AML) to comply with the Bank Secrecy Act as amended by the USA Patriot Act. In this regard, before we can undertake commercial activities with you, we require certain information to be obtained and reviewed in order to facilitate compliance with our AML procedures.

Hi-Tech Precious Metals Refinery's AML policies and procedures require the collection and assessment of certain information concerning the parties with whom we do or consider doing business in order to facilitate compliance with the AML regulations and our policies and procedures. The Commercial Information required in order to identify an existing or potential party such that Hi-Tech PMR may review and verify this information in order to satisfy the requirement of our AML program. Accordingly, all information requested in the form that is applicable must be provided in order for us to complete our review process. Please attached additional pages should more space be required for your response.

It is the policy of Hi-Tech PMR to safeguard and treat as confidential information provided to it from commercial parties in connection with this AML Program in the same manner Hi-Tech PMR safeguards its own business information, subject to the following exceptions: such information is in the public domain, or is already or subsequently comes into the possession of Hi-Tech PMR, or to the extent such safeguarding would be inconsistent with governmental laws, rules, orders and regulations applicable to anti-money laundering programs or otherwise; the policies and procedures of this AML program, other legal considerations, or prudent business practices.

Customer represents that it (a) has a written anti-money laundering program of compliance and supervisory procedures that complies with the Interim Final Rule of the USA PATRIOT Act and the Bank Secrecy Act, and provides for staff training and periodic audits to test the efficacy of the anti-money laundering program and its systems, (b) is not a "dealer in precious metals, stones and jewels" as defined in the Interim Final Rule of the USA PATRIOT Act, or (c) is exempt from compliance therewith by one of the following:

Pawnbroker exemption Businesses properly licensed and registered as pawnbrokers under state or municipal law are specifically exempted from the Interim Final Rule's definition of "dealer", and are not required to comply.

**Acknowledgment & Agreement**

Customer, by the below signature of its duly authorized representative, represents that all information provided on this Business Account Information form is true and accurate, certifies that the indicated business either has in place a written anti-money laundering program or is exempt from this requirement, and that Customer has read, understands, consents to and agrees to be bound by all of the agreements and policies in the Client Agreement (1- Hi-Tech PMR General Terms & Conditions. 2- Metal Prices Advance Lock-In Agreement. 3- Pool Cash Out Agreement. 4- Precious Metals Supply Chain Policy. 5- Terms & Conditions for Using Websites, Client Cloud Portal (also known "Smart Portal"), and Mobile Application. 6- Privacy Policy.). Also customer agrees to submit all the due diligence documents required by Hi-Tech PMR.

Printed Name \_\_\_\_\_ Title: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

The following sets forth the terms and conditions and policies that Hi-Tech Precious Metals & Refinery, and all of their respective affiliates, successors, subsidiaries and related entities (collectively "Hi-Tech Precious Metals Refinery, Hi-Tech PMR, or Hi-Tech") and Customers (as identified herein) agree shall apply to all transactions between them concerning the within subject matter. Please note that "You" and "Your" throughout the agreements and policies refers to the Customer "The Legal Entity" owners(s) and all the authorized users assigned by the owner(s) or assigned by the authorized employee of the legal entity on behalf of the owner(s).

## 1. General Terms & Conditions

1. It is the responsibility of the owner(s) or an employee that acts on behalf of the owner(s) of the legal entity to add, delete, and manage other users and their responsibilities. You "The Customer" are responsible of their actions and activities.
2. Unless Hi-Tech expressly agrees otherwise in writing, Customer will bear sole responsibility and liability for shipping its precious metal-bearing products, gem/stone-bearing products, and gems/stones (collectively, the "Materials") to Hi-Tech, and Customer will arrange for all shipments to be delivered to Hi-Tech PMR headquarters in Dallas, Texas. If utilizing Hi-Tech PMR shipping account with a carrier, Hi-Tech insurance policy between Hi-Tech PMR and the underwriter will be enforced.
3. Customer will enclose a separate, current Hi-Tech packing list with each lot shipment that includes, without limitation, a description of the contents and weights (gross, tare and net weights, and itemization of gems/stones for recovery, as applicable). Hi-Tech shall not be liable for loss or damage claimed if Customer fails to complete Hi-Tech packing list on the Client Cloud Portal or filing the printable packing list form in its entirety or otherwise fails to convey clearly the Materials shipped and services requested.
4. Hi-Tech reserves the right to reject and return Materials to Customer at Customer's expense.
5. Customer will ship all Materials in containers secured by an adequate security seal that ensures the integrity of the Materials until they arrive at Hi-Tech premises. Hi-Tech assumes no responsibility for Materials that arrive without an intact security seal.
6. If Hi-Tech receives Materials in a container that is damaged or compromised in any way ("Defective"), then Hi-Tech will contact the Customer in an attempt to agree upon how to handle the shipment.
  - a) Hi-Tech reserves the right to reject all or any portion of a Defective shipment, in which case Customer will bear full responsibility for arranging for the shipment to be returned to Customer.
  - b) If Customer does not arrange for a Defective shipment to be returned or otherwise disposed of within thirty (30) days after Hi-Tech notice to Customer of the Defective shipment, then Hi-Tech will have the right to dispose of the shipment in any way it deems appropriate without any liability to Customer.
7. Customer represents and warrants that none of the Materials it sends to Hi-Tech will originate from, relate to, further, or be involved or derived in any way from any type of activity that is criminal, illegal, illicit, or otherwise prohibited.
8. Customer acknowledges that handling and processing Materials by Hi-Tech, including but not limited to melting, burning, combusting and drying, may create conditions hazardous to human health.
9. Customer represents and warrants that before or upon delivery of Materials to Hi-Tech, Customer will provide to Hi-Tech a complete and accurate statement of the nature and extent of all substances in the Materials that may be considered toxic or hazardous to human health. The foregoing substances shall include, but not be limited to, cadmium, iron, lead, selenium, tellurium, zinc, antimony, sulphur, nickel, acrylonitrile, arsenic, asbestos, benzene, coke oven emissions, ethylene oxide, cyanides, mercury, silica, vinyl chloride, and any material that contain chemicals, substances that could be dangerous to handle or to process and require special attention. Customer further represents and warrants that all Materials will be free of radioactivity, asbestos, beryllium and thallium.
10. Customer represents and warrants that Materials will be properly packaged and labeled in accordance with the Hazardous Materials Transportation Act and other applicable rules or regulations, and that each container containing Materials that may be considered toxic or hazardous substance has appropriate hazard warnings and reflects Customer's identity.
11. Indemnity. As a condition of doing business with Hi-Tech, Customer agrees that if Customer fails to comply with any of its obligations herein, including specifically those identified in paragraphs 6, 8, and 9, that Customer will indemnify and hold Hi-Tech harmless from all injuries, costs, suits, expenses (including without limitation attorney fees and other costs of defense), liabilities, fines, penalties, judgments, costs of settlement, losses, costs of storage/handling/disposal/decontamination, and consequential or other damages that Hi-Tech may incur as a result of such failure by Customer.
12. Upon receipt of Materials from Customer, Hi-Tech will weigh the Materials ("Received Weight"). If there is a Discrepancy between the Received Weight and the weight conveyed by Customer to Hi-Tech, then Hi-Tech will put the relevant Materials "on hold," not process them further, and contact Customer to attempt to reach an agreement regarding the agreed weight of the Materials. If Hi-Tech and Customer are unable to reach such an agreement, Hi-Tech reserves the right to return the Materials to Customer at Customer's expense.
13. If there is no Discrepancy between the Received Weight and the weight reported by Customer, then Hi-Tech will proceed without risk of liability for the discrepancy.
14. Hi-Tech obligations to Client are limited to those metals for which Client requested an assay and paid applicable assay fees, if any. Hi-Tech has no obligation to Customer regarding any other metal.

15. Hi-Tech will determine the applicable precious metal content of the Materials using the analytical method that Hi-Tech deems, in its sole discretion, to be the most effective for the involved Material. This determination by Hi-Tech shall be the determinative, agreed content for purposes of the involved transaction.
16. Hi-Tech will send to Customer a Refining Statement that will include:
  - a) The weight of the Materials before and after melting;
  - b) The assays results;
  - c) Hi-Tech's refining, treatment and assay charges.
17. Customer will provide to Hi-Tech its contact information for notice purposes, a list of all persons authorized to make trades in Customer's account, and specimen signatures for each such person. Customer is responsible for updating its list to add or remove authorized persons.
18. The rights and obligations of Hi-Tech and Customer hereunder shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, without regard to the conflicts of law principles thereof.
19. Limitation of Liability. In the event of negligence from Hi-Tech PMR side, Customer agrees that Hi-Tech's maximum, total liability to Customer for loss of, or damage to Materials, or otherwise shall be limited to the lesser of: a) the Customer's declared total value of Materials for shipping purposes, b) the actual, proven, out-of-pocket loss incurred by Customer, or c) with respect to gems/ stones, the amount of fees paid by Customer to Hi-Tech for removal/recovery services, unless otherwise specifically agreed in writing by Hi-Tech. IN NO EVENT SHALL HI-TECH BE LIABLE FOR LOST PROFITS, DAMAGE TO REPUTATION, LOST BUSINESS OPPORTUNITY, INTEREST OR ATTORNEYS FEES, OR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES.
20. Gem/Stone Removal and Recovery. Hi-Tech intends to use its best efforts to remove and recover gems/stones provided by Customer for such service, but Customer acknowledges and agrees that there are inherent, unavoidable risks of damage and loss associated with such removal and recovery. Customer expressly assumes all risks of damage and loss to Customer's gems/stones as a result of their removal or recovery by Hi-Tech and agrees that Hi-Tech's liability for damage or loss shall be limited to an amount equal to that paid by Customer to Hi-Tech for its gem/stone removal and recovery services. Hi-Tech reserves the right to remove or recover gems/stones using the removal/recovery method that Hi-Tech deems, in its sole and absolute discretion, to be the most effective for the involved gems/stones. Hi-Tech specifically disclaims all warranties and representations of any kind, written or oral, expressed or implied, that relate to its gem/stone removal and recovery services.
21. Customer shall notify Hi-Tech in writing of alleged errors or inaccuracies in its Settlement Statement from Hi-Tech within 24 hours after receipt of the Settlement Statement. If Customer fails to provide such notice within 24 hours, then Customer agrees that it is forever barred from bringing a claim for loss or damages relating to such error or inaccuracy.
22. Any controversy, claim, or dispute regarding the rights of Hi-Tech or Customer arising out of a transaction between them or these General Terms and Conditions shall be settled exclusively by arbitration before a single arbitrator in Dallas, Texas in accordance with the rules and procedures of the American Arbitration Association for commercial arbitration. Any decision rendered in such arbitration is binding on all of the parties thereto, and judgment thereon may be entered in any court of competent jurisdiction. Fees and expenses of the arbitrator and arbitration shall be divided equally between the parties.
23. To be able to make payment to you "The Customer" on time for your refined and purchased lots, you have to request payment from the current balance on the Client Cloud Portal, or by clicking on payment method at the financial icon in the Mobile application, or by calling our customer service.
24. Purchased merchandise (coins, bullion, fine metal grain, alloys, etc.) from Hi-Tech PMR must be paid in full including shipping cost before pick up or shipping. You can pay off the invoice for the purchased items by wire transfer, check, or by using the available funds in your account with us which were generated from the settlements results. When purchasing with a check, we will wait until the check is cleared with the bank before pick up or shipping.
25. In the event were you don't have available balance in your account to make a purchase, you can call us to lock-in the price for the items that you wish to buy. When calling to lock-in the price to purchase precious metals (coins, bullion, grain, or in any form) your order cannot be cancelled and we should receive full payment within five business days. Unless otherwise agreed with Hi-Tech PMR to extend the time to receive your payment, after 5 business days your transaction is considered cancelled and any deficit between the purchased price and current market price is your responsibility. The deficit amount will be charged to you. Please note that any market gain on cancellation shall remain the property of Hi-Tech PMR.
26. Purchased items will be shipped to customer's address as you "The Customer" enter the address in the Client Cloud Portal. If you wish to change or add different shipping address for your business, you can do it on the Client Cloud Portal or call our customer service team to assist you with your request.

27. We only ship purchased merchandise to a business location not to a residential address.
28. When shipping purchased merchandise utilizing our "Hi-Tech PMR" shipping account with a carrier, then the shipment will be insured utilizing our insurance account and the terms in the insurance policy between Hi-Tech PMR and underwriter will be enforced.
29. We do not allow return on any purchased items. Only we can buy it back from you as a new transaction.
30. If you "The Customer" choose to pool your precious metals with Hi-Tech PMR, your metal will be UNALLOCATED pool.
31. Hi-Tech shall not be liable for any delay or non-performance caused, in whole or in part, by the occurrence of any contingency beyond the control of Hi-Tech, including, but not limited to, acts of war (whether declared or not), sabotage, terrorism, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government, agency, or subdivision thereof, including a judicial action, labor dispute, strike, accident, fire, explosion, flood, storm, or other act of God, or shortage of materials.
32. These General Terms and Conditions and other Terms and Conditions and policies in this Client Agreement document or file supersede all prior agreements, terms, conditions, understanding and arrangements, and constitute the entire agreement and understanding between Hi-Tech and Customer concerning the subject matter hereof. There are no other agreements, representations, or warranties except those specifically set forth herein regarding the subject matter hereof. Customer agrees that no representations or warranties, whether express or implied, shall be binding upon Hi-Tech unless expressed in writing herein. Hi-Tech specifically disclaims all warranties and representations of any kind, written or oral, expressed or implied, that relate to Hi-Tech's determination of the Materials' precious metal content or weight, Hi-Tech's gem/stone removal and recovery services, or that are not specifically asserted herein. These General Terms and Conditions may only be modified or amended by written instrument duly executed by Hi-Tech and Customer, and shall not be modified or amended by the terms of purchase orders, packing lists, or other documents issued unilaterally by Customer (the terms of which are specifically objected to by Hi-Tech). None of either party's rights or obligations hereunder shall be assigned by either party without the prior written consent of the other, except to its successor-in-interest by operation of law or to the transferee of all or substantially all of the party's assets or business to which these General Terms and Conditions relate.
33. Hi-Tech PMR has the right to refuse doing business with any customer and to discontinue engagement with any customer without providing explanation from Hi-Tech PMR side.
34. If any provision of these General Terms and Conditions is found by a court of competent jurisdiction to be wholly or partly invalid, the remaining provisions will nonetheless be valid and enforceable.

## 2. Metal Prices Advance Lock-In Agreement

This document sets forth the terms and conditions agreed to by Hi-Tech Precious Metals Refinery ("Hi-Tech PMR") and the Customer (owner, authorized personnel by the Customer "legal entity" with authority to bind the customer with agreement with Hi-Tech PMR and/or all authorized users assigned in the client cloud portal, mobile application, and via phone call) in regards to all advance metal price lock-in for all the forward purchases of precious metal. Hi-Tech PMR agrees to purchase, and the Customer agree to sell the precious metal at the agreed upon and predetermined price with delivery of the precious metal by the Customer and payment to the purchase price by Hi-Tech PMR to take place at a future predetermined date. The delivery date of the precious metal by the Customer, and the price that will be paid by Hi-Tech PMR, according to the Customer Metal Prices Advance Lock-in Agreement shall be known as the "Settlement Due Date".

1. All Advance Lock-in Metal Prices must be done using the Hi-Tech PMR client cloud portal, mobile app or through Hi-Tech PMR Customer Service 1-972-239-0597.
2. Hi-Tech PMR has an Advance Lock-in Price limit per metal for the Customer(s). Hi-Tech PMR maintain the right to change (increase or decrease) the Advance Lock-in Price limit for any or all of the metals at any time it chooses to do so.
3. The Customer agrees to examine and validate the confirmation of the Advance Lock-in Price through their Hi-Tech PMR client cloud portal and to notify Hi-Tech PMR immediately by phone call, email or SMART message in the event of any error. The Customer is hereby conclusively deemed to have waived any such error in Hi-Tech PMR's favor in the absence of such notification.
4. The Advance Lock-in metal prices will be applied on settlements and/or pool cash out on a first-in, first-out basis.
5. Once the Advance Lock-in Price is confirmed by the Hi-Tech PMR client cloud portal or Customer Service personnel, the transaction may not be cancelled.
6. The Customer agrees to deliver the metal to Hi-Tech PMR to cover the Advance Lock-in price within five (5) business days from the date of the Advance Lock-in price confirmation, unless there is a written agreement between the Customer and Hi-Tech PMR. "Business Days" defined as every day other than Saturday, Sunday and holiday days on which Hi-Tech PMR is closed.
7. In the event that the Customer fails to deliver the precious metal to Hi-Tech PMR to cover the Advance Lock-in Price, Hi-Tech PMR, without prejudice to any other right or remedy that Hi-Tech PMR may have, shall:
  - a. Cancel any or all outstanding Advance Lock-in Prices for all the precious metals locked by the Customer.
  - b. Remove the ability for the Customer to do any future Advance Lock-in Prices for all precious metals.

- c. Charge the Customer \$35.00 (USD) cancellation fee.
  - d. Hold the Customer responsible for any deficit between the price at which the Customer originally locked at and the purchase price Hi-Tech PMR will incur. The deficit amount will be charged to the Customer with the cancellation fee. Please note that any market gain on cancellation shall remain the property of Hi-Tech PMR.
8. Hi-Tech PMR will not be held responsible for content or pricing errors.
  9. The Customer agree to indemnify and hold Hi-Tech PMR harmless from and against any and all claims, losses, liability, cost and expenses (including but not limited to attorney's fees) arising from the use of and/or violation of terms for Advance Lock-in Metal Prices agreement.

## 3. Pool Cash out Agreement

This document sets forth the terms and conditions agreed to by Hi-Tech Precious Metals & Refinery ("Hi-Tech Precious Metals Refinery, Hi-Tech PMR, or Hi-Tech") and the Customer (owner, authorized personnel by the Customer "legal entity" with authority to bind the customer with agreement with Hi-Tech PMR, including all authorized users assigned in the client cloud portal, mobile application, and via phone call) in regards to all Precious Metals Pool Cash out transactions. The Customer authorizes Hi-Tech PMR to sell the selected precious metal from their pool account at the agreed upon selling price.

- The Customer agrees to examine and validate the confirmation of the Pool Cash out through their Hi-Tech PMR client cloud portal and mobile app and to notify Hi-Tech PMR immediately by phone call and/or email in the event of any error. The Customer is hereby conclusively deemed to have waived any such error in Hi-Tech PMR's favor in the absence of such notification.
- In the case of the Customer having unfulfilled Advance Lock-in price for the selected metal, the pool cash out pricing will be according to first-in, first-out. Otherwise the spot price will be used.
- Pool account balance per metal type that is older than 60 days will have \$20 (USD) administrative fee per Pool Cash out transaction.

## 4. Precious Metals Supply Chain Policy

Hi-Tech Precious Metals Refinery supports worldwide efforts to ensure that precious metals come from legitimate, ethical sources, and that they have not been associated with crime, armed conflict or human rights abuse. It is our firm conviction and our unalterable policy to refuse any business proposal which might be connected with any illegitimate activity.

Our supply chain due diligence policy and practices, and our congruent commitment, are consistent with the laws of The United States of America, OECD due diligence guidance on conflict minerals as well with the LBMA Responsible Gold Guidance and Responsible Jewellery Council Standards.

We employ this policy by having implemented a program of strict due diligence to ensure that the gold and metals we source meet the highest human rights, social, and environmental criteria at all stages in the supply chain (mining, processing, etc.).

We commit to:

1. Request that basic human rights are being respected by all parties involved in the mining, processing, and exporting of the metal. We will not tolerate any kind of inhuman treatment, forced or compulsory labor, child labor, human rights violations and abuses.
2. Request that workers' rights and labor standards are being respected by all parties involved in mining, processing, and exporting of the metal.
3. Not engaging and to immediately discontinue engagement with, customers or suppliers where we identify a reasonable risk that they are committing, or are sourcing from or linked to any party committing any abuses described above or any other illegal party.
4. Procure only conflict free metals which do not facilitate the funding of any kind of armed conflicts.
5. Procure metals from countries NOT prohibited by the laws of the United States of America and OECD.
6. Not offering, promising, giving or demanding bribes or kickbacks in any form to individuals, including government officials, customers, contractors and suppliers or any other organization.
7. Not misrepresenting taxes, fees and royalties paid to governments for the purposes of extraction, trade, handling, transport and export of precious metals. Likewise we will not conceal the origin of precious metals.
8. Supporting efforts and contribute to avoid and disclose money-laundering and financing of terrorism where we identify a reasonable risk of money-laundering and financing of terrorism resulting from, or connected to the supply and distribution chain of precious metals.
9. Procure metals that are mined and produced without endangering the safety and health of people or damaging the environment.
10. Request that the metals have not been sourced from operations that will result in toxic chemical contamination into soil, surface water, groundwater, or the environment.
11. Continually monitor the supply chain and improve our operations.

## 5. Terms & Conditions for Using Websites, Client Cloud Portal, and Mobile Application

Hi-Tech Precious Metals Refinery is pleased to provide you with information, content, tools, products and services on the Hi-Tech PMR websites, Client Cloud Portal (also known "Smart Portal"), Mobile Application, as well as to their content including products, services, and data. These Terms and Conditions also include important disclosures and information related to your use of Services and Products on Hi-Tech PMR websites, Client Cloud Portal, and Mobile Application. Your use is subject to these Terms and Conditions.

These Terms and Conditions are a binding agreement between you The Customer (Owner and authorized personnel by the Customer "legal entity" with authority to bind the customer with agreement with Hi-Tech PMR and all authorized users assigned in the client cloud system interface and mobile application) and Hi-Tech Precious Metals Refinery. Your access to and use of this website constitutes your acceptance of these Terms and Conditions and any other legal notices and statements contained on this agreement. Your use of Hi-Tech PMR websites, Client Cloud Portal, and Mobile Application are governed by the most current version.

Hi-Tech PMR may modify these Terms and Conditions at any time and without prior notice. You should review the most current version these Terms and Conditions by visiting an Hi-Tech PMR main website [www.hitechpmr.com](http://www.hitechpmr.com) and clicking on the Terms and Conditions hyperlink located at the bottom of the page. Your (including all assigned users) continued access to and use of this website constitutes your acceptance of these Terms and Conditions as modified.

These Terms and Conditions are in addition to any other agreements between you and Hi-Tech PMR, including any customer or account agreements, and any other agreements that govern your use of information, content, tools, products and services available on and Hi-Tech PMR websites, Client Cloud Portal, and Mobile Application.

### USE OF WEBSITES, CLIENT CLOUD PORTAL, AND MOBILE APPLICATION

You are hereby authorized by Hi-Tech PMR to view, download, copy and print documents and the graphics incorporated therein ("materials") subject to the following restrictions and in accordance with any written agreement between you and Hi-Tech PMR: 1) the materials may be used solely by you for your own business informational and business transaction; 2) all copies you make must properly attribute the appropriate source, including any copyright or other proprietary notices originally shown or included in the materials; 3) you may not modify any of the materials found unless, nor attempt to pass off any materials found as your own; 4) you may not use, reproduce or publicly display or perform, or distribute any of the materials for any commercial or public purpose; and 5) you may not "mirror" or "frame" any portions in any other environment; Hi-Tech PMR reserves the right to terminate the access of any user in its sole discretion, including users who do not observe these Terms and Conditions or who infringe or otherwise violate the rights of others.

### INTELLECTUAL PROPERTY

The Hi-Tech Precious Metals Refinery websites, Client Cloud Portal, and Mobile Application are protected by applicable intellectual property laws. Except as expressly stated herein, you may not without Hi-Tech's prior written permission alter, modify, reproduce, distribute or commercially exploit any materials, including text, graphics, video, audio, software code, user interface design or logos, from any Hi-Tech Precious Metals Refinery Sites, Client Cloud Portal, or Mobile Application.

If you link from another website to an Hi-Tech Site, your website, as well as the link itself, may not, without Hi-Tech's prior written permission, suggest that Hi-Tech endorses, sponsors or is affiliated with any non- Hi-Tech PMR website, entity, service or product, and may not make use of any Hi-Tech PMR trademarks or service marks other than those contained within the text of the link.

The Hi-Tech Precious Metals Refinery Sites, Client Cloud Portal, Mobile Application, excluding third party content, are original works of authorship published by Hi-Tech. Hi-Tech has the exclusive rights to reproduce, display, prepare derivative works or distribute. The names, logos, trademarks, copyright and all other intellectual property rights in all of the material and software on this website are owned by Hi-Tech PMR. All third-party owned materials contained on the website are reproduced with the permission of the respective owners.

### VOID WHERE PROHIBITED

Although the Hi-Tech Precious Metals Refinery Sites, Client Cloud Portal, and Mobile Application are accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Sites, Client Cloud Portal, and Mobile Application are available to all persons or in all jurisdictions, or appropriate or available for use in certain jurisdictions. Hi-Tech PMR reserves the right to limit, in its sole discretion, the products and services it makes available.

### CONTENT AVAILABILITY

Hi-Tech Precious Metals Refinery reserves the right to change content, products and services, (including eligibility for particular features, products and/or services) without notice.

### THIRD PARTY CONTENT

Hi-Tech PMR websites, Client Cloud Portal, and Mobile Application may include general news and information, commentary, interactive tools, quotes, research reports and data concerning the Precious Metals markets, other financial markets and other subjects.

Some of this content may be supplied by companies that are not affiliated with any Hi-Tech PMR Entity ("Third Party Content").

Third Party Content may be available through framed areas, through hyperlinks to third party web sites, or is simply published on the site. The Third Party Content is protected by applicable intellectual property laws and international treaties and is owned by or licensed from the Third Party Content provider(s) credited.

Hi-Tech PMR does not explicitly or implicitly endorse or approve such Third Party Content. The Third Party Content providers do not implicitly or explicitly endorse or approve the Third Party Content, nor should their content be construed as legal, tax or investment advice.

While Hi-Tech PMR makes every attempt to provide accurate and timely information to serve the needs of users, neither Hi-Tech PMR nor Third Party Content providers guarantee its accuracy, timeliness, completeness or usefulness, and are not responsible or liable for any such content, including any advertising, products, or other materials on or available from third party sites. Third Party Content is provided for informational purposes only and Hi-Tech PMR and Third Party Content providers specifically disclaim any liability for Third Party Content available on the site, Client Cloud Portal, and Mobile Application. You will use Third Party Content only at your own risk. THE THIRD PARTY CONTENT IS PROVIDED ON AN "AS-IS" BASIS. THE THIRD PARTY CONTENT PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

THE THIRD PARTY CONTENT PROVIDERS AND THEIR PARENTS, SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS, LICENSORS, OFFICERS, DIRECTORS OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE THIRD PARTY CONTENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### ACCURACY OF INFORMATION AND CONTENT

While Hi-Tech PMR has made every effort to ensure the accuracy of the information and content on our websites, Client Cloud Portal, and Mobile Application, the information and content are subject to change without notice. Hi-Tech has taken reasonable measures to ensure the accuracy of the information and content on the Websites, Client Cloud Portal, and Mobile Application. However, Hi-Tech PMR does not guarantee its accuracy, and will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access the Websites, Client Cloud Portal, and Mobile Application for any delay in or failure of the transmission or the receipt of any instruction or notifications or trade confirmation sent through the Website, Client Cloud Portal, and Mobile Application.

### ACCURACY OF TRANSACTIONS AND ACCOUNT CONTENT

While Hi-Tech PMR has made every effort to ensure the accuracy of the information and content on the Client Cloud Portal and Mobile Application; in the event of error or mistake; Hi-Tech PMR has the right to edit, correct, or modify the details of any transaction, including but not limited to settlements, financial ledger, current balance, pool account balances, pool cash out transaction/confirmation, Advance lock-in transaction/confirmation, purchase invoices, account information, client bank information, offered items information, offered items prices, offered items specials, the detailed content of any transaction without notice at any time, etc. In such occurrence, Hi-Tech will not accept liability for any loss or damage that may arise directly or indirectly from the content.

### EXCLUSION OF WARRANTIES

Hi-Tech Precious Metals Refinery DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES ABOUT THE HI-TECH PRECIOUS METALS REFINERY WEBSITES, CLIENT CLOUD PORTAL, AND MOBILE APPLICATION, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE HI-TECH PRECIOUS METALS REFINERY WEBSITES, CLIENT CLOUD PORTAL, AND MOBILE APPLICATION ARE MADE AVAILABLE TO YOU "AS IS" AND "AS AVAILABLE" AND HI-TECH PRECIOUS METALS REFINERY DOES NOT WARRANT THAT ANY DEFECTS OR INACCURACIES WILL BE CORRECTED.

Hi-Tech PMR DOES NOT WARRANT THAT THE Hi-Tech PMR websites, Client Cloud Portal, and Mobile Application WILL MEET YOUR NEEDS, OR THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. Hi-Tech PMR ALSO MAKES NO WARRANTY THAT THE RESULTS OBTAINED FROM THE USE OF THE Hi-Tech PMR websites, Client Cloud Portal, and Mobile Application WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY

PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE Hi-Tech PMR websites, Client Cloud Portal, and Mobile Application WILL MEET YOUR EXPECTATIONS.

#### DISCLAIMER AND LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, Hi-Tech PMR WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT, OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF THE Hi-Tech PMR websites, Client Cloud Portal, and Mobile Application AND THIRD PARTY CONTENT, INCONVENIENCE OR DELAY). THIS IS TRUE EVEN IF Hi-Tech PMR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

EXCEPT AS OTHERWISE REQUIRED BY LAW, Hi-Tech PMR WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH SUCH Hi-Tech PMR DOES NOT HAVE DIRECT CONTROL. THIS INCLUDES FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATIONS LINES (INCLUDING TELEPHONE, CABLE, WIRELESS SERVICE, AND INTERNET), UNAUTHORIZED ACCESS, VIRUSES, THEFT, OPERATOR ERRORS, SEVERE OR EXTRAORDINARY WEATHER (INCLUDING FLOOD, EARTHQUAKE, OR OTHER ACT OF GOD), FIRE, WAR, INSURRECTION, TERRORIST ACT, RIOT, LABOR DISPUTE AND OTHER LABOR PROBLEMS, ACCIDENT, EMERGENCY OR ACTION OF GOVERNMENT.

IF YOU LIVE IN A STATE, COUNTRY OR JURISDICTION THAT DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

#### INDEMNIFICATION

As a condition of your use of the Hi-Tech PMR websites, Client Cloud Portal, and Mobile Application, you agree to indemnify and hold Hi-Tech PMR and its Third Party Content providers harmless from

and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from your use of the Hi-Tech PMR websites, Client Cloud Portal, and Mobile Application, or from your violation of these Terms.

#### CONFIDENTIALITY

It is your obligation to keep Hi-Tech PMR accounts numbers and passwords confidential. You acknowledge and agree that any instruction or communication transmitted to you or on your behalf via any Hi-Tech PMR websites, Client Cloud Portal, and Mobile Application is made at your own risk. You authorize Hi-Tech PMR to rely and act on, and treat as fully authorized and binding upon you, any instruction given to Hi-Tech PMR that Hi-Tech PMR believes to have been given by you or on your behalf by any agent or intermediary whom Hi-Tech PMR believe in good faith to have been duly authorized by you. You acknowledge and agree that Hi-Tech PMR shall be entitled to rely upon your account number and/or password to identify you and agree you will not disclose this information to anyone not duly authorized by you.

#### TERMINATION OR SUSPENSION

Hi-Tech PMR reserves the right to terminate or suspend your usage of the Client Cloud Portal and Mobile Application at any time, for any reason, with or without cause and without prior notice.

#### EFFECT OF TERMINATION OR SUSPENSION

Hi-Tech PMR will not be liable for compensation, reimbursement, or damages in connection with your use of the Client Cloud Portal and Mobile Application or services, or any termination or suspension of the account or services. If your use of the Client Cloud Portal or Mobile Application is suspended or terminated for any reason or no reason, you agree: (a) to continue to be bound by these terms of use and remain responsible for any transactions you have processed through the use of the services in the Client Cloud Portal and Mobile Application, (b) to immediately stop using the Client Cloud Portal and Mobile Application, (c) that neither Hi-Tech PMR nor any Provider shall be liable to you or any third party for termination or suspension of access to the Client Cloud Portal and Mobile Application or the services or deletion of your information or account data.

#### SEVERABILITY

If for any reason any provision of these Terms and Conditions is deemed invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

#### GOVERNING LAW AND JURISDICTION

Unless otherwise agreed, these Terms and Conditions and their enforcement are governed by the laws of the state of Texas, without regard to principles of conflicts of law, and shall inure to the benefit of Hi-Tech's successors and assigns, whether by merger, consolidation, or otherwise. This is the case regardless of whether you reside or transact business with Hi-Tech PMR in Texas or elsewhere. Unless a dispute would be governed by an applicable arbitration clause, you

irrevocably agree to submit to the jurisdiction of the federal and state courts located within the city and county of Dallas, Texas and hereby waive any objection to the convenience or propriety of venue therein. Provided however, that nothing herein shall prevent Hi-Tech PMR from bringing any action in the courts of any other jurisdiction.

#### MODIFICATIONS TO THE TERMS AND CONDITIONS

Hi-Tech PMR reserves the right to change the terms and conditions for using the website, Client Cloud Portal, and Mobile Application at any time with or without notice by posting such changes on www.hitechpmr.com website. You are responsible for regularly reviewing these terms and conditions for any modifications and agree to be bound by the same.

## 6. Privacy Policy

By using Hi-Tech PMR Websites, Client Cloud Portal, and Mobile Application, you consent to our privacy policy.

#### A. General Information Related to Guests and Customers

- Much of the personal information we receive comes directly from guests and customers who are interested in learning about services through the website or by creating an account with Hi-Tech PMR Client Cloud Portal. Typically, this information includes the guest's name, postal address, e-mail address, telephone number, and other information about the customer, and if you utilize services from us, the date of the order you provide to our customer service representatives.

- Information you provide – When you sign up for a Hi-Tech PMR Account, we ask you for personal information. We may combine the information you submit under your account with information from other services or third parties in order to provide you with a better experience and to improve the quality of our services.

- User communications – When you send email or other communications to Hi-Tech PMR, we may retain those communications in order to process your inquiries, respond to your requests and improve our services. When you send and receive messages to or from one of our services we may collect and maintain information associated with those messages, such as the phone number, the wireless carrier associated with the phone number, the content of the message, and the date and time of the transaction. We may use your email address to communicate with you about our services.

In addition to the above, we may use the information we collect to:

- Provide, maintain, protect, and improve our services (including advertising services) and develop new services;
- Protect the rights or property of Hi-Tech PMR or our users and customers.

If we use this information in a manner different than the purpose for which it was collected, then we will ask for your consent prior to such use.

Hi-Tech Precious Metals Refinery processes business information on our dedicated servers with a third party company in the United States of America. If you are located outside the United States of America, we still process your information in the United States of America.

At times, we may collect personal information when you participate in activities on our Site, such as, contests, raffles, forums, newsletters and informational or promotional offers.

Any of the personal information we collect directly from you may be used in one of the following ways:

- To personalize your experience, since your personal information helps us to better respond to your individual needs.
- To improve the Site, since we continually strive to improve our offerings based upon the information and feedback we receive from you.
- To improve customer service, since your personal information helps us to more effectively respond to your customer service requests and support needs.
- To process transactions (except that your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested)
- To provide you with additional information about our products or services, if you so request. If you decide to opt-in to our mailing list, you will receive emails that include company news, updates, related product or service information, etc. Note: If at any time you would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.
- To administer a contest, promotion, survey, or other Site features.

**B. Information Collected Through Technology**

Hi-Tech PMR may also collect information through technology (including cookies and Web beacons) to make our Site more interesting and useful to you and for various purposes related to our business. For instance, the Site may also collect information "Cookies" or pieces of information that a Web site sends to your computer while you are viewing the Web site. Web beacons are small pieces of data that are embedded in images on the pages of Web sites. Cookies, web beacons and other technical methods may involve the transmission of information either directly to us or to another party authorized by us to collect information on our behalf. Services via a browser, application or other client our servers automatically record certain information. These server logs may include information such as your web request, your interaction with a service, Internet Protocol address, browser type, browser language, the date and time of your request and one or more cookies that may uniquely identify your browser or your account.

- Cookies – When you visit Hi-Tech PMR websites, we send one or more cookies to your computer or other device. We use cookies to improve the quality of our service, including for storing user preferences, improving search results and ad selection, and tracking user trends, such as how people search. Hi-Tech PMR also uses cookies in its advertising services to help advertisers and publishers serve and manage ads across the web and on Hi-Tech PMR services.

- Log information – When you access Hi-Tech PMR services via a browser, application or other client our servers automatically record certain information. These server logs may include information such as your web request, your interaction with a service, Internet Protocol address, browser type, browser language, the date and time of your request and one or more cookies that may uniquely identify your browser or your account.

We may use the information collected through these technical methods for many purposes, including delivering content, tracking and enhancing our Users' experience on our Site. For example, when you return to our Site after leaving, cookies can provide information to the Site so that the Site will remember who you are. We also may use technical methods to analyze the traffic patterns on our Site, such as the frequency with which our guests visit various parts of our Site. In HTML e-mails that we send our guests and customers, we may use technical methods for a number of purposes, including: to determine whether our guests and customers have opened or forwarded those e-mails and/or clicked on links in those e-mails, to customize the display of banner advertisements and other messages after a guest has closed the e-mail, and to determine whether a guest has made an inquiry or purchase in response to a particular e-mail.

**How do we protect your personal information?**

We have implemented a variety of security measures in order to do our best to protect your personal information and to maintain the safety of your personal and financial information when you submit a request or place an order. These security measures include our use of password protected directories and databases to safeguard your information and utilization of SSL (Secure Sockets Layered) technology to ensure that personal information you submit to us is fully encrypted and sent across the Internet securely and then encrypted into our payment providers' database only to be accessible by those authorized with special access rights to such systems, (who are then required to keep the information confidential.)

**Do we disclose any information to outside parties?**

We do not sell, trade, or otherwise transfer to outside parties any of your personal information, except that we may release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety. However, non-personal customer information or potential customers may be provided to other parties for marketing and advertising.

**Third Party Web Site Links**

Occasionally, at our discretion, we may include or offer third party products or services on the Site. These third party Websites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked Web sites. Please keep in mind that if you click on an advertisement on our Site and link to a third party's Web site, then our Privacy Policy will not apply to your personally identifiable information collected on that third party's Web site and you must read the privacy policy posted on that site to see how your personally identifiable information will be handled. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

- Third Party Applications – Hi-Tech PMR may make available third party applications, such as games, extensions, or "Applications" through its services. The information collected by Hi-Tech PMR when you enable a third party application is processed under this Privacy Policy. Information collected by the third party application provider is governed by their privacy policies.

- Affiliated Hi-Tech PMR Services on other sites – We may offer some of our services on or through other web sites. Personal information that you provide to those sites may be sent to Hi-Tech PMR in order to deliver the service. We process such information under this Privacy Policy.

**Compliance with Certain Acts**

Because we value your privacy we have taken the necessary precautions to be in compliance with the Texas Online Privacy Protection Act. We therefore will not distribute your personal information to outside parties without your consent.

We are in compliance with the requirements of COPPA (Children's Online Privacy Protection Act), and we do not collect any information from anyone under 13 year of age. Our website, products and services are all directed to people who are at least 13 year old or older.

We have taken the necessary steps to ensure that we are compliant with the CAN-SPAM Act of 2003.

**Changes to Our Privacy Policy**

If we decide to change this Privacy Policy, we will post those changes on this page, Policy changes will apply only to information collected after the date of the change.

Other sites – This Privacy Policy applies to hitechpmr.com, Client Cloud Portal, and Mobile application. We do not exercise control over the sites displayed as search results, sites that include Hi-Tech PMR applications, products or services, or links from within our various services. These other sites may place their own cookies or other files on your computer, collect data or solicit personal information from you.

**Please call us for any questions. We appreciate your business!**