

# MAYA DIAMOND & JEWELRY Inc., d/b/a TARPAZ REFINERY

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## TARPAZ-DUE DILIGENCE INFORMATION FORM

### BEFORE YOU BEGIN: Required Documents and Instructions

- Please gather the following documents and include them with your submission:
  - Business License, Pawnbroker License, Reseller Permit or Sales Tax Certificate
  - Passport, State-issued Driver's License or Identification Card (for all principals and authorized representatives of the company)
- Read and complete the form in its entirety
- Return the completed documents to Maya Diamond and Jewelry Inc., d/b/a TARPAZ

### SECTION 1: General Business Information

FULL LEGAL NAME OF BUSINESS:

DBA or TA

TYPE OF ORGANIZATION: (SELECT ONE)

CORPORATION  PARTNERSHIP  LLC  SOLE PROPRIETOR  OTHER (PLEASE DESCRIBE)

BUSINESS PHONE

BUSINESS FAX

BUSINESS EMAIL

BUSINESS ADDRESS

CITY

STATE/ COUNTRY

ZIP/ POSTAL CODE

DESCRIBE THE NATURE OF YOUR BUSINESS:

HOW DID YOU HEAR ABOUT US?

DESCRIBE YOUR BUSINESS WITH US?

DO YOU ACCEPT MATERIAL DIRECTLY FROM MINES?

YES  NO NAME OF MINE

LOCATION OF MINE

SALES TAX NUMBER

FEDERAL EIN OR SOCIAL SECURITY NO.

YEARS IN BUSINESS

STATE OF INCORPORATION

WHERE DOES YOUR BUSINESS OPERATE?

OFFICE BUILDING  FLEA MARKET  RETAIL LOCATION  HOME  OTHER (PLEASE DESCRIBE)

PRINCIPAL'S NAME (PROVIDE COPY OF DRIVER'S LICENSE)

TITLE

DATE OF BIRTH

PRINCIPAL'S NAME (PROVIDE COPY OF DRIVER'S LICENSE)

TITLE

DATE OF BIRTH

PRINCIPAL'S NAME (PROVIDE COPY OF DRIVER'S LICENSE)

TITLE

DATE OF BIRTH

LIST REPRESENTATIVES DELIVERING MATERIALS (PROVIDE COPY OF DRIVER'S LICENSE)

DATE OF BIRTH

DATE OF BIRTH

LIST AUTHORIZED PAYEES (PROVIDE COPY OF DRIVER'S LICENSE)

DATE OF BIRTH

DATE OF BIRTH

### SECTION 2: Importing/ Exporting

DO YOU IMPORT PRECIOUS METAL? IF YES, WHAT IS THE COUNTRY OF ORIGIN OF IMPORTED METAL?

WHAT IS THE FORM AND PURITY OF THE IMPORTED METAL?

FROM WHOM IS THE IMPORTED METAL OBTAINED? (NAME OF MINE OWNER OR REFINER; PROVIDE COPY OF MINE CLAIM DOCUMENTS)

DOES YOUR COMPANY ACCEPT PRECIOUS METALS FROM AFRICA, INCLUDING BUT NOT LIMITED TO THE DEMOCRATIC REPUBLIC OF CONGO?  
 YES  NO IF YES, PLEASE IDENTIFY YOUR SOURCE OF SUPPLY

SECTION 3: Buy/ Sell Frequency

SCRAP/ REFINING

AU # OF OZ \_\_\_\_\_  WEEKLY  MONTHLY  ANNUALLY/BI-ANNUALLY AG # OF OZ \_\_\_\_\_  WEEKLY  MONTHLY  ANNUALLY/BI-ANNUALLY

BULLION PURCHASING

AU # OF OZ \_\_\_\_\_  WEEKLY  MONTHLY  ANNUALLY/BI-ANNUALLY AG # OF OZ \_\_\_\_\_  WEEKLY  MONTHLY  ANNUALLY/BI-ANNUALLY

BULLION SALES

AU # OF OZ \_\_\_\_\_  WEEKLY  MONTHLY  ANNUALLY/BI-ANNUALLY AG # OF OZ \_\_\_\_\_  WEEKLY  MONTHLY  ANNUALLY/BI-ANNUALLY

SECTION 4: References

NAME OF BANK

CONTACT NUMBER

TRADE ORGANIZATIONS OF WHICH YOU ARE A MEMBER (CHECK ALL THAT APPLY)

- JEWELERS BOARD OF TRADE  NATIONAL PAWNBROKERS ASSOCIATION  INDUSTRY COUNCIL FOR TANGIBLE ASSETS
 INDEPENDENT JEWELERS ORGANIZATION  MANUFACTURING JEWELERS AND SUPPLIERS OF AMERICA  PROFESSIONAL NUMISMATISTS GUILD
 RETAIL JEWELERS ORGANIZATION  AMERICAN NUMISMATIC ASSOCIATION  OTHER

TRADE REFERENCE NAME

TRADE REFERENCE NUMBER

TRADE REFERENCE NAME

TRADE REFERENCE NUMBER

TRADE REFERENCE NAME

TRADE REFERENCE NUMBER

DO YOU HAVE A RELATIONSHIP WITH ANY OF THE FOLLOWING SECURED CARRIERS/ VAULTING SERVICES?

- BRINKS  VIA MAT  MALCA-AMIT  TRANS VALUE  OTHER (INCLUDE LOCATION) \_\_\_\_\_

SECTION 5: Necessary Documentation

NOTE: IN ACCORDANCE WITH THE U.S. PATRIOT ACT, EACH TRANSACTION MUST BE ACCOMPANIED WITH THE FOLLOWING INFORMATION.

UNLESS OTHERWISE SPECIFIED(EITHER VERBALLY OR IN WRITING)BY THE PRINCIPALS OF ANY PROPOSED TRASNCTIONS, ALL BELOW DOCUMENTATION/INFORMATION

- SAFE KEEPING RECEIPTS  BANK CONFIRMATION LETTER  ORIGINAL CERTIFICATION OF DEPOSIT
 FOUR (4) COPIES OF COMMERCIAL INVOICES  CERTIFICATE OF LEGAL OWNERSHIP  ASSAY CERTIFICATION
 CERTIFICATION OF INSURANCE  EXPORT PERMIT/ LICENSE  BANK WARRANTY OF DELIVERY
 WAREHOUSE RECEIPTS  FREE AND CLEAR CUSTOM DUTY SELLER'S CERTIFICATE

CERTIFICATE OF WEIGHT LIST DESCRIBING EACH BAR AS FOLLOWS: (IF APPLICABLE)

- SERIAL NUMBER AS STAMPED ON BAR  FINENESS AS STAMPED ON BAR  RAW WEIGHT AS STAMPED ON BAR
 TOTAL WEIGHT AS STAMPED ON BAR  RECEIPT OF CUSTOMS AND TAXES  PACKING LIST

SECTION 6: Terms and Conditions

The following General Terms & Conditions apply to all dealings and transactions between Counterparty and MAYA DIAMOND AND JEWELRY Inc., d/b/a TARPAZ, and all of their respective affiliates, successors, predecessors, subsidiaries and related entities (collectively, "TARPAZ"). Counterparty and TARPAZ agree to be bound by these General Terms & Conditions.

- 1 ARBITRATION. COUNTERPARTY AND TARPAZ AGREE THAT ANY CONTROVERSY, CLAIM OR DISPUTE BETWEEN COUNTERPARTY AND TARPAZ ARISING IN ANY WAY FROM ANY DEALING(S) OR TRANSACTION(S) BETWEEN COUNTERPARTY AND TARPAZ OR FROM THESE GENERAL TERMS & CONDITIONS (COLLECTIVELY, A "DISPUTE") SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT, IF APPLICABLE, OR OTHERWISE PURSUANT TO THE NEW YORK GENERAL ARBITRATION ACT, AND SHALL BE CONDUCTED IN THE ENGLISH LANGUAGE BEFORE A SINGLE ARBITRATOR IN NEW YORK, NEW YORK IN ACCORDANCE WITH THE RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION FOR COMMERCIAL ARBITRATION AND SHALL BE GOVERNED BY THE APPLICABLE PROVISIONS OF THESE GENERAL TERMS & CONDITIONS. TARPAZ DOES NOT CONSENT TO ANY CLASS ARBITRATION OR REPRESENTATIVE ARBITRATION PROCEEDING. COUNTERPARTY AND TARPAZ WAIVE ANY RIGHT TO ARBITRATE ANY DISPUTE OR TO PURSUE RELIEF AGAINST THE OTHER IN A CLASS ARBITRATION OR OTHER REPRESENTATIVE PROCEEDING, AND AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY. FURTHER, UNLESS TARPAZ AND COUNTERPARTY AGREE OTHERWISE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. ANY DECISION RENDERED IN SUCH ARBITRATION IS BINDING ON EACH PARTY, AND JUDGMENT MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. FEES AND EXPENSES OF THE ARBITRATOR AND ARBITRATION SHALL BE DIVIDED EQUALLY BETWEEN THE PARTIES. COUNTERPARTY AND TARPAZ WILL EACH BE RESPONSIBLE FOR THEIR OWN ATTORNEYS' FEES AND COSTS, AND THE ARBITRATOR HAS NO DISCRETION TO SHIFT ATTORNEYS' FEES OR COSTS OF COUNTERPARTY TO TARPAZ; PROVIDED, HOWEVER, THAT IN THE EVENT OF DEFAULT BY COUNTERPARTY UNDER A FORWARD TRANSACTION (AS DESCRIBED IN PAR. 12), COUNTERPARTY SHALL BE RESPONSIBLE FOR ALL LEGAL AND OTHER EXPENSES INCURRED BY TARPAZ (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS AND ANY ARBITRATION FEES AND COSTS) AS A RESULT OF SUCH DEFAULT. IF COUNTERPARTY BRINGS AN ACTION AGAINST TARPAZ IN ANY PROCEEDING OTHER THAN INDIVIDUAL ARBITRATION AS REQUIRED BY THESE GENERAL TERMS & CONDITIONS, OR UNSUCCESSFULLY CHALLENGES OR FAILS TO COMPLY WITH THE ARBITRATOR'S AWARD, COUNTERPARTY SHALL BE RESPONSIBLE FOR ALL LEGAL AND OTHER EXPENSES INCURRED BY TARPAZ (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS) IN COMPELLING ARBITRATION, ENFORCING THIS ARBITRATION PROVISION OR DEFENDING OR ENFORCING THE ARBITRATION AWARD.
2 Counterparty is responsible and liable for insuring and shipping its precious metal- and gem/stone- bearing products (collectively, the "Material") to TARPAZ. TARPAZ is not responsible for Material lost, destroyed, stolen, or damaged in transit.
3 Counterparty will provide a separate, written and completed TARPAZ packing list with each submitted lot that includes a complete description of the contents and weights (gross, tare and net), clearly identifies the services requested (e.g., stone removal), and states the declared value of any gems/ stones to be removed. Each package sent to TARPAZ must contain a separate packing list that includes a complete description of each item, its condition, quantity and associated TARPAZ- assigned contract number. TARPAZ is not responsible for any loss or damage claimed if Counterparty fails to provide the required packing-list information.
4 Counterparty will ship Material to TARPAZ in containers sufficiently secure to ensure the contents' integrity during transit (double-boxed or metal container required if shipping to TARPAZ), and package and label Material as required by law. TARPAZ assumes no responsibility for Material that arrives in unsecured, damaged, or unlabeled containers ("Defective Material").
5 Counterparty will not ship or deliver to TARPAZ any Material that is radioactive or hazardous to human health (including but not limited to beryllium, mercury, thallium, cadmium, iron, lead, selenium, tellurium, zinc, antimony, sulphur, nickel, acrylonitrile, arsenic, asbestos, benzene, coke-oven emissions, ethylene oxide, isocyanides, silica, and vinyl chloride).
6 Right to Reject Material. TARPAZ has the unconditional right and discretion to reject Counterparty's Material ("Rejected Material") at any time, for any or no reason whatsoever, and return it to Counterparty at Counterparty's cost in its pre- or post-processed form, and have no further obligation or liability to Counterparty therefor.
7 Counterparty represents and warrants to TARPAZ that: (a) Counterparty has good and marketable title to Material, full authority to sell and transfer Material, and Material is sold free of any liens, encumbrances, liabilities and adverse claims of any kind, and Counterparty will fully defend, protect, indemnify and hold TARPAZ harmless from any adverse claim thereto; (b) Counterparty's Material does not originate from, relate to, or further any illegal activity, nor does it originate from the Democratic Republic of the Congo or adjoining country; (c) transaction(s) initiated by Counterparty will not cause TARPAZ to be in violation of any anti-money laundering, anti-terrorism or anti-bribery law of the U.S. or any foreign country; (d) Counterparty has previously complied with all applicable holding and reporting requirements and U.S. Customs and Border Protection regulations relating to the Material; (e) Counterparty has paid all applicable duties relating to Material originating outside the U.S.; (f) Counterparty has in place a written anti-money laundering program or is exempt from this requirement according to the USA PATRIOT Act; and (g) Counterparty is a commercial entity with experience in the precious metals industry.
8 The rights and obligations of TARPAZ and Counterparty provided for in these General Terms & Conditions, whether sounding in contract, tort or otherwise, shall be governed and construed in accordance with the laws of the State of New York, excluding that state's choice-of-law principles.

- 9 INDEMNITY. AS A CONDITION OF DOING BUSINESS WITH TARPAZ, COUNTERPARTY AGREES THAT IF COUNTERPARTY FAILS TO COMPLY WITH ANY OF ITS OBLIGATIONS, REPRESENTATIONS OR WARRANTIES HEREIN, COUNTERPARTY WILL INDEMNIFY, DEFEND AND HOLD TARPAZ HARMLESS FROM ANY AND ALL INJURIES, COSTS, SUITS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, EXPERT FEES, AND ALL COSTS OF DEFENSE OF SUCH CLAIMS, INCLUDING ALL LIABILITIES, CONSEQUENTIAL LOSSES, FINES, PENALTIES, JUDGMENTS, SETTLEMENTS, LOSSES, COSTS OF STORAGE/ HANDLING/ DISPOSAL/ DECONTAMINATION, PUNITIVE OR EXEMPLARY DAMAGES, STATUTORY DAMAGES AND CLAIMS BY ANY STATE, THE U.S. GOVERNMENT OR THEIR AGENCIES, THAT TARPAZ MAY INCUR AS A RESULT OF SUCH FAILURE BY COUNTERPARTY. COUNTERPARTY ALSO AGREES TO INDEMNIFY AND HOLD TARPAZ HARMLESS FROM ALL INJURIES, COSTS, SUITS AND EXPENSES ARISING OUT OF INJURIES TO PERSONS OR LOSS, DAMAGE OR DESTRUCTION OF PROPERTY, INCLUDING PROPERTY OR MATERIAL OF COUNTERPARTY, IN CONNECTION WITH OR TO HAVE ARISEN OUT OF TRANSACTIONS WITH TARPAZ, REGARDLESS OF WHETHER CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON THE ALLEGED NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF TARPAZ.
- 10 If TARPAZ makes a typographical, mathematical or other error in its calculation of purchase-offer price or its payment to Counterparty for the Material, or if an TARPAZ representative makes an unauthorized purchase offer (collectively, an "Error"), then Counterparty agrees to take all steps requested by TARPAZ to rectify the Error(s) and to indemnify and hold TARPAZ harmless from and against all damages or liability arising from such Error(s).
- 11 Notice of Counterparty Complaints. Counterparty must notify TARPAZ in writing within 95 days after receipt of its statement or payment (whichever is sooner) of any Dispute, otherwise Counterparty is forever barred from bringing a claim for loss, damage, or other relief relating to such Dispute.
- 12 Forward Transactions. Counterparty's agreement to sell Material to, or buy material from TARPAZ at a predetermined or "locked-in" price (e.g., London PM or spot) constitutes a binding agreement, and if Counterparty fails to deliver such forward-sold Material to TARPAZ within 5 business days or deliver payment within 2 business days (unless otherwise agreed in writing) after the lock-in date and timely thereafter consummate the transaction at the predetermined price, then Counterparty shall owe and pay to TARPAZ the difference between the Material's locked-in price and the current market price - occurring within 10 days after the lock-in date - as reasonably determined by TARPAZ as an offsetting transaction; any market gains shall belong to and inure to the benefit of TARPAZ. Counterparty grants to TARPAZ a lien, security interest, and right of set off as security for these and any other liabilities and obligations of Counterparty to TARPAZ upon all of Counterparty's open accounts, pool accounts, and other Counterparty Materials in TARPAZ's possession, custody or control.
- 13 TARPAZ may charge Counterparty a flat rate for shipping Material or other items to Counterparty. Counterparty acknowledges that TARPAZ's flat-rate shipping fee may exceed the actual fee charged by the company used for shipping.
- 14 TARPAZ is not liable for delay or non-performance caused, in whole or in part, by the occurrence of any contingency beyond its control, including without limitation transportation failure or delay, natural disaster, or shortage of materials.
- 15 These General Terms & Conditions supersede any prior agreements, terms, conditions, understandings and arrangements between TARPAZ and Counterparty, and constitute the entire agreement and understanding between TARPAZ and Counterparty concerning the subject matter hereof. There are no other agreements, representations, or warranties regarding this subject matter except those specifically set forth herein. These General Terms & Conditions may only be modified or amended by written instrument duly executed by TARPAZ and Counterparty, and shall not be modified or amended by the terms of purchase orders, packing lists, or other documents issued unilaterally by Counterparty. Neither 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 & Conditions relate. No provision of these General Terms & Conditions shall inure to the benefit of any third person so as to constitute such person a third-party beneficiary hereto or give rise to any cause of action in any such person.
- 16 If any provision of these General Terms & Conditions is found by a court of competent jurisdiction or an arbitrator to be wholly or partly invalid, the remaining provisions will nonetheless be valid and enforceable.
- 17 The waiver by TARPAZ of any Counterparty breach of these General Terms & Conditions or forbearance of TARPAZ to enforce its rights hereunder shall not operate or be construed as a waiver of any subsequent breach by Counterparty or a waiver of other rights of TARPAZ.
- 18 Counterparty authorizes TARPAZ to make such credit, criminal, and other background investigations of Counterparty as TARPAZ deems appropriate for compliance with the USA PATRIOT Act or otherwise.
- 19 Transactions. All payments received by TARPAZ from Counterparty in exchange for the shipment of Material to Counterparty constitute contemporaneous exchanges for new value within the meaning of section 547(c)(1) of the United States Bankruptcy Code. Transactions between Counterparty and TARPAZ involving the purchase and sale of Material (a) are made in the ordinary course of the business and financial affairs of Counterparty, and (b) consist of transfers made in the ordinary course of the business or financial affairs of Counterparty and TARPAZ. Further, such transactions are made pursuant to ordinary business terms.
- 20 Death of Counterparty. Counterparty agrees that if Counterparty dies or becomes incapacitated or incompetent during a pending transaction with TARPAZ, then TARPAZ shall have the sole discretion to (a) terminate the pending transaction and reclaim any Material or monies provided by TARPAZ to Counterparty and for which TARPAZ did not receive the agreed consideration, or (b) require the completion of the pending transaction through Counterparty's authorized agent, representative, or estate.
- 21 Investment Risks. Counterparty understands and acknowledges that: (a) all investments, including precious metal, coins and bullion, involve risk, (b) the value of precious metal, coins and bullion may be affected by many economic factors, including current market prices, perceived scarcity, quality, and current demand, (c) investing in precious metal, coins and bullion may not be suitable for everyone, (d) all investments, including precious metal, coins and bullion, can decline as well as increase in value. Counterparty represents and warrants that it is a commercial entity or person with experience in the sale and purchase of precious metal, coins and bullion, and has adequate cash reserves and disposable income to engage in such investments.
- 22 LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE GENERAL TERMS & CONDITIONS, UNDER NO CIRCUMSTANCES SHALL TARPAZ BE LIABLE TO COUNTERPARTY FOR ACTUAL DAMAGES, LOST PROFITS, DAMAGE TO REPUTATION, LOST BUSINESS OPPORTUNITY, INTEREST, ATTORNEYS' FEES, OR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES INCURRED BY COUNTERPARTY FOR BREACH OF ANY OBLIGATION ARISING OUT OF OR RELATING TO THE TRANSACTIONS HEREIN. IN ADDITION TO THE INDENTIFIED OBLIGATIONS SET FORTH IN PAR. 9, COUNTERPARTY AGREES THAT TARPAZ'S MAXIMUM, TOTAL LIABILITY TO COUNTERPARTY FOR ANY LOSS OF, OR ANY DAMAGE TO, MATERIAL, INCLUDING BUT NOT LIMITED TO ANY DAMAGE OCCURRING DURING HANDLING, PROCESSING, STONE REMOVAL OR SHIPPING, SHALL BE LIMITED TO THE LESSER OF: A) THE COUNTERPARTY'S DECLARED TOTAL VALUE OF MATERIAL FOR SHIPPING PURPOSES, B) THE ACTUAL, PROVEN AMOUNT PAID BY COUNTERPARTY FOR THE MATERIAL, OR C) WITH RESPECT TO GEMS/STONES, THE AMOUNT OF FEES PAID BY COUNTERPARTY TO TARPAZ FOR REMOVAL SERVICES, NOT TO EXCEED \$500.
- 23 Counterparty will promptly provide written notice to TARPAZ of any changes to the ownership of Counterparty's business within 15 days of such change.
- 24 **DISCLAIMER OF WARRANTIES. COUNTERPARTY AGREES THAT NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, SHALL BE BINDING UPON TARPAZ UNLESS EXPRESSED IN WRITING HEREIN. TARPAZ SPECIFICALLY DISCLAIMS AND COUNTERPARTY ACKNOWLEDGES AND ACCEPTS THAT TARPAZ DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTEES AND REPRESENTATIONS OF ANY KIND, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF GOOD AND WORKMANLIKE PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, LAW, USAGE OR TRADE PRACTICE, THAT RELATE TO TARPAZ'S RECOVERY EVALUATION OR WEIGHT DETERMINATION, TO TARPAZ'S GEM/STONE REMOVAL SERVICES, TO ANY FORWARD CONTRACT ENTERED INTO BY TARPAZ, ANY SERVICES PROVIDED BY TARPAZ, OR ANY OTHER ASPECT OF COUNTERPARTY'S DEALINGS OR TRANSACTIONS WITH TARPAZ.**
- REFINING OPERATIONS**
- 25 TARPAZ will weigh received Material ("Received Weight"). If there is a Significant Discrepancy (as defined in par. 26) between the Received Weight and the weight identified by Counterparty in its packing list ("Specified Weight"), then TARPAZ will contact Counterparty to seek agreement on the Material's weight. If TARPAZ and Counterparty fail to reach agreement, TARPAZ may return the Material to Counterparty at Counterparty's expense. If no Significant Discrepancy exists between Received Weight and Specified Weight, or if Counterparty and TARPAZ arrive at an agreed weight following a Significant Discrepancy, then TARPAZ will proceed without any liability for weight discrepancies.
- 26 "Significant Discrepancy" means: (a) for gold, platinum and palladium, a discrepancy of one ounce or greater; (b) for silver, a discrepancy of 15 ounces or greater.
- 27 To assist in generating its purchase offer for Counterparty's Material, TARPAZ will assess the Material and its anticipated precious-metal recovery (the "Recovery Evaluation") and determine a spot price using its sole, reasonable discretion. Counterparty agrees and consents to TARPAZ melting or otherwise transforming the Material as part of its assessment. Unless otherwise agreed in writing, TARPAZ will determine the method used for its Recovery Evaluation, which may include, but not be limited to: X-Ray Fluorescence Spectroscopy (XRF), Inductively Coupled Plasma Mass Spectrometry (ICP), or Fire Assay. Counterparty acknowledges that these methods may yield different Recovery Evaluations when applied to the same Material or same sample of Material. The precious metal percentage listed on TARPAZ's statement constitutes an estimate of the precious metal recoverable from the Material.
- 28 TARPAZ will provide a statement reflecting its purchase offer for Counterparty's Material. This statement may also reflect TARPAZ's Recovery Evaluation and spot price. Spot prices are subject to change without notice unless locked-in by Counterparty as a Forward Transaction in accordance with par. 12. TARPAZ's offers do not include taxes. Counterparty is solely responsible for all taxes that may apply to transactions with TARPAZ.
- 29 **ALL SALES FINAL.** Counterparty acknowledges that it is free to accept or reject TARPAZ's purchase offer for Counterparty's Material. By accepting TARPAZ's purchase offer and payment for Material, Counterparty acknowledges and agrees as a condition to the sale that: (a) the purchase offer is fair and reasonable, irrespective of the Recovery Evaluation, analytical methods used by TARPAZ in formulating its offer price, or precious-metal-recovery evaluations performed by others on the Material, (b) Counterparty is a commercial entity with experience in precious-metal valuation, (c) in making its decision whether to accept or reject TARPAZ's purchase offer, Counterparty is relying on its own experience in the precious metals industry and its independent assessment of the Material's anticipated recoverable precious-metal and market conditions, and (d) the sale of Counterparty's Material to TARPAZ is final, and TARPAZ shall have no further obligation or liability to Counterparty with respect to the Material.
- 30 **EXCLUSIVE REMEDIES.** If Counterparty rejects TARPAZ's purchase offer for Material, then Counterparty's exclusive remedies regarding the proposed transaction are as follows: (a) Counterparty may retrieve the Material in accordance with par. 6 if the Material is still available, or (b) if TARPAZ determines that the Material is no longer available for return, then Counterparty agrees to sell and TARPAZ agrees to purchase the Material at a price determined as follows: (i) if the basis for Counterparty's purchase-offer rejection relates to the precious-metal content of the Material, then the sale price will be determined via the third-party Umpire process set forth in par. 31, or (ii) if the basis for Counterparty's purchase-offer rejection relates to any issue other than the Material's precious-metal content, then the sale price and all other Disputes related to the proposed sale of Material shall be resolved via arbitration as set forth in par. 1. All disputes between Counterparty and TARPAZ which are not otherwise addressed herein shall be resolved via arbitration as set forth in par.1. If Counterparty disputes the sale of its Material after lock-in or accepting payment from TARPAZ, then Counterparty shall reimburse TARPAZ for any market loss incurred by TARPAZ relating to the Material if its sale is ultimately rescinded or otherwise undone.
- 31 **THIRD-PARTY UMPIRE.** If Counterparty rejects TARPAZ's purchase offer for Material, the Material is no longer available (as determined by TARPAZ), and the basis for Counterparty's rejection of TARPAZ's purchase offer relates to the precious-metal content of the Material, then the parties agree to consummate the Material's sale at a price derived from TARPAZ's original spot price and Material weight, and a metal content or "assay" result determined as follows: (a) Counterparty shall select an "Umpire" from a list of TARPAZ-approved, ISO-certified assayers and pay the Umpire's assay fee, subject to reimbursement as noted herein; (b) TARPAZ shall submit a sample of the Material to the selected Umpire; (c) if the Umpire's assay result is higher than TARPAZ's Recovery Evaluation by more than 0.5%, then sale price is based on the Umpire's result, and TARPAZ reimburses the Umpire fee; (d) if the Umpire's assay result is the same as or within 0.5% of TARPAZ's Recovery Evaluation (either lower or higher), then the sale price is based on the average of the TARPAZ and Umpire results, and Counterparty pays the Umpire fee; and (e) if the Umpire's assay result is lower than TARPAZ's Recovery Evaluation by more than 0.5%, then sale price is based on TARPAZ's Recovery Evaluation, and Counterparty pays the Umpire fee.
- 32 TARPAZ's obligations to Counterparty are limited to those metals for which Counterparty requested refining services and paid applicable fees. TARPAZ has no obligation to Counterparty regarding any other metals and reserves the right to dispose of or maintain such metals as TARPAZ sees fit.
- 33 If Counterparty fails to arrange at Counterparty's expense for the return or other disposal of Rejected Material, Defective Material or other Material in TARPAZ's possession that Counterparty has not agreed to sell to TARPAZ, within 30 days after the Material's receipt by TARPAZ, then TARPAZ has the right to dispose of the Material in any way TARPAZ deems appropriate at Counterparty's expense, without TARPAZ incurring any liability to Counterparty.
- TRADING OPERATIONS**
- 34 Live Trades. All transactions with TARPAZ must be conducted live with a TARPAZ representative. TARPAZ has no responsibility or liability for transaction requests placed by voicemail, email or other automated means.

35 Payment. TARPАЗ accepts only the following forms of payment: bank wire, company check, or refining credit. TARPАЗ will not ship Material paid for by check until the check clears and funds transfer.

36 Material sent by Counterparty to TARPАЗ will be first applied to fill the oldest outstanding TARPАЗ purchase order(s).

37 Pricing. TARPАЗ offers to purchase or sell Material remain open only for the duration of the telephone call during which they are conveyed, and are thereafter withdrawn. Spot prices are reasonably determined by TARPАЗ in its sole and absolute discretion, and are valid only for the duration of the telephone call during which they are conveyed. Prices posted on the TARPАЗ website are for informational purposes only and do not constitute an offer to buy or sell.

Confidentiality. TARPАЗ's General Terms & Conditions as expressed herein constitute an original work of authorship as protected under international and U.S. copyright law, including 17 U.S.C. §§102-103. No copying of TARPАЗ's General Terms & Conditions is permitted except as necessary for Counterparty to execute transactions with TARPАЗ, or as otherwise approved in writing by TARPАЗ. TARPАЗ considers all other copies to be unauthorized. TARPАЗ reserves the right, without further notice, to pursue all applicable civil and criminal remedies for the violation of its copyright.

**SECTION 7: THE U.S. Patriot Act of 2001**

AS PER THE USA PATRIOT ACT of 2001, ALL FINANCIAL INSTITUTIONS, INCLUDING DEALERS IN PRECIOUS METALS, ARE REQUIRED TO ESTABLISH AN ANTI-MONEY LAUNDERING PROGRAM TO DETER AND DETECT MONEY LAUNDERING AND THE FINANCING OF TERRORISM. TARPАЗ AND ITS AFFILIATES, SUBSIDIARIES AND SUCCESSORS SUPPORTS THE ACT, AND APPRECIATES YOUR ASSISTANCE IN MEETING ITS REQUIREMENTS.

As a condition of doing business with TARPАЗ the Counterparty represents and warrants that it:

- a. has a written anti-money laundering program that complies with the USA PATRIOT ACT and the Bank Secrecy Act, or
- b. is not a "dealer in precious metals stones and jewels" as defined in the USA PATRIOT ACT; or

Do you have an anti-money laundering/ risk assessment/ customer vetting program?

YES    NO   NAME OF COMPLIANCE OFFICER \_\_\_\_\_

IF YES, PLEASE DESCRIBE HOW YOU CONDUCT DUE DILIGENCE ON YOUR POTENTIAL CUSTOMERS:  
\_\_\_\_\_

**SECTION 8: Acknowledgement and Agreement**

COUNTERPARTY REPRESENTS AND WARRANTS THAT ALL INFORMATION PROVIDED BY COUNTERPART TO TARPАЗ AND ON THIS DUE DILIGENCE INFORMATION FORM IS TRUE AND ACCURATE, AND THAT COUNTERPARTY HAS READ, UNDERSTANDS, AND CONSENTS AND AGREES TO BE BOUND BY ALL OF THE TARPАЗ GENERAL TERMS & CONDITIONS AS A CONDITION OF CONDUCTING BUSINESS WITH TARPАЗ AND ITS AFFILIATES, SUBSIDIARIES, AND COUNTER PART NAME (BUSINESS NAME) \_\_\_\_\_

PRINTED NAME/ TITLE OF AUTHORIZED COUNTERPARTY REPRESENTATIVE \_\_\_\_\_

SIGNATURE OF AUTHORIZED COUNTERPARTY REPRESENTATIVE \_\_\_\_\_

DATE \_\_\_\_\_