

UNITED STATES PATRIOT ACT AND AML COMPLIANCE FORM 1a



AURIS NOBLE, LLC

Valued customer,

The following information is required for us to remain compliant with the USA PATRIOT ACT, specifically the statute governing financial institutions. The details provided below are necessary to ensure that materials purchased or tendered are legitimately sourced. This information is filed in an encrypted/secured database in a secured facility to maintain client privacy and it is not subject to audit without subpoena.

Prospective customer's full legal name:

Customer's street business address (*P.O. boxes are NOT acceptable addresses*):

City:

State or Province:

Country:

Telephone:

Fax number:

E-mail address:

Tax I.D. number:

Industry:

Are you in compliance with the USA Patriot Act and its Anti-Money Laundering statutes, or are you exempt? (Please mark the correct answer with a check):

- Yes**, my company *is* in compliance with the Patriot Act as it concerns our industry.
 No, my company is *not* in compliance with the Patriot Act as it concerns our industry.
 We are **exempt** from the Patriot Act as it concerns our industry.

Owner(s) of business (full legal name and their respective roles):

Describe the source of the metal for refining:

Banking information (where are accounts held, contact information for your banking account officer):

List three trade references (contact name, business name and telephone number):

- 1.
- 2.
- 3.

Sales Agreement

This Agreement is dated _____, 2011 by and between Auris Noble, LLC, a Delaware limited liability company ("Buyer") and _____ ("Seller").

In exchange for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller agree as follows:

1. Seller may from time to time sell or tender to the Buyer goods containing gold, silver, and/or other precious metals (the "Metals") at a mutually agreed upon price, valid for that single transaction. The terms and conditions of this Agreement shall govern any such sale of Metals now or in the future.
2. Seller represents and warrants that it has good and marketable title to the Metals and that it has the legal authority to transfer title of the Metals to Buyer.
3. Seller represents and warrants that it is a properly licensed pawnbroker/jeweler under Chapter 4727 of the Ohio Revised Code (or code of relevant jurisdiction). Seller further represents and warrants that it has complied with all applicable law under Chapter 4727 with respect to the Metals, including but not limited to retaining the Metals for the prescribed period, (if purchased from the public), keeping all records and making all reports required by law.
4. Seller shall defend, indemnify and hold harmless Buyer from any losses, expenses (including reasonable attorneys fees), demands, claims, and causes of action of whatever kind or nature arising out of any breach of the representations and warranties of Seller set forth in this Agreement.
5. Seller further affirms that any monies or products received in compensation from buyer will **not** go to illicit use(s) or to any subversion of the United States Government, domestic and internationally.
6. Seller shall not tender to the Buyer any materials possessing harmful and/or hazardous characteristics (as deemed under the Toxic Substances Control Act).
7. Seller understands that the Buyer's assay is final unless written correspondence (on day of settlement) from the seller requests a third party assay.

"Buyer"
Auris Noble, LLC
A Delaware limited liability company

"Seller"

By: _____
the managing partner

By: _____
the: _____

