

1. Applicability. (a) These General Terms and Conditions (these “**Terms**”) are the only terms that govern the provision of metal recovery and refining services (the “**Services**”) by Auris Noble LLC (“**Auris Noble**”) to the party identified as “**Client**” (the “**Client**”) on the applicable Settlement Document (defined below). (b) Auris Noble will issue a document to Client identifying, among other things, a description of items processed for recovery, the total metal recovered as part of the Services, whether the Client will receive a cash payment or return of metals and the applicable amount (in dollars or in weight), and other information regarding the Services performed (regardless of whether such document is titled as a “Processing Report,” “Settlement,” or otherwise, such document shall be referred to herein as the “**Settlement Document**”). Prior to performing the Services, Auris Noble may, but is not required to, issue a written proposal or quotation (the “**Proposal**”) to Client regarding the Services. Any such Proposal, together with these Terms, the MTF (as defined below), and the Settlement Document (collectively, this “**Agreement**”) shall comprise the entire agreement between Auris Noble and Client, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between (i) the Settlement Document, (ii) these Terms, (iii) the MTF, and (iv) the Proposal, the order of precedence shall be as set forth above, with item (i) having the highest precedence and item (iv) having the lowest. (c) These Terms prevail over any of Client’s general terms and conditions regardless of whether or when Client has submitted its request for proposal, order, or such terms. Auris Noble hereby rejects any such terms of Client. Provision of Services to Client does not constitute acceptance of any of Client’s terms and conditions.

2. Feed Materials; Initial Evaluation. (a) Client will deliver, at Client’s risk and expense, to Auris Noble’s refining facility at 160 E Voris St., Akron, Ohio (the “**Facility**”) the feed materials on which Client desires the Services be performed (such materials, the “**Feed**”). Client’s delivery of a Feed to Auris Noble shall serve as Client’s authorization that Client is engaging Auris Noble to perform the Services on such Feed, and no additional approval or authorization from Client shall be required. Auris Noble will receive the Feed on a bailment basis until issuance of the MTF. Auris Noble’s receipt of a Feed from Client does not obligate Auris Noble to receive any future Feeds from Client. (b) Upon receipt of a Feed, Auris Noble will conduct an initial recycling evaluation of the Feed and will communicate to Client whether Auris Noble rejects the Feed or if Auris Noble desires to accept the Feed. Auris Noble shall have sole discretion to decide whether to reject or accept a Feed. If Auris Noble rejects the Feed, Client shall reclaim the Feed from the Facility at its sole expense, and the bailment will terminate.

3. MTF. If Auris Noble desires to accept the Feed, Auris Noble will deliver to Client the results of the initial recycling evaluation to the Client on a Materials Tendered Form (the “**MTF**”) and proceed to perform the Services on the Feed. Unless otherwise agreed, title to the Feed shall automatically pass to Auris Noble upon issuance of the MTF, without any other action from Client, and the bailment will terminate. Thereafter, Auris Noble will own the Feed and all metals that it extracts.

4. Performance of Services. Following receipt of the MTF, Auris Noble will proceed to perform the Services on the Feed using Auris Noble’s methods and processes for refining precious metals from the Feed. If a Feed requires sampling, Client may observe such sampling if agreed to by Auris Noble, provided that Client must follow all of Auris Noble’s safety procedures and policies while at the Facility. For the avoidance of doubt, all unused samples remain the property of Auris Noble. Notwithstanding anything set forth in a Proposal, MTF or any other communication from or statement by Auris Noble, Auris Noble does not guarantee any particular results from its Services. Client acknowledges and agrees that the parties have not agreed on any particular minimum output from the Feed. Auris Noble shall use reasonable efforts to meet any timelines specified in any Proposal, provided that any such timelines shall be estimates only, and will not be binding on Auris Noble. Auris Noble shall have the sole discretion to determine when the Services are complete.

5. Settlement. (a) Upon completion of the Services, Auris Noble will prepare a draft Settlement Document identifying (i) the total precious metal recovered (the “**Recovered Metals**”) from the applicable Feed and (ii) the cash to be paid by Auris Noble to Client for the Recovered Metals (the “**Purchase Price**”) and/or the volume of Recovered Metals to be returned by Auris Noble to Client (the “**Returned Metals**”). A draft Settlement Document will be deemed accepted by Client and binding on the parties on the earlier of (i) the date on which Client notifies Auris Noble that it accepts the draft Settlement Document, (ii) the sixth (6th) business day after Auris Noble delivers the draft Settlement Document to Client if Client has not objected in writing to such draft by such date, or (iii) if Client objects to a draft Settlement Document within five (5) business days after receipt, the date on which the parties mutually agree on the Settlement Document. (b) Once a Settlement Document is deemed accepted, it is final and binding and cannot be objected to by either party. If the Settlement Document specifies payment of a Purchase Price, it shall be paid by Auris Noble within 30 days after the date on which the Settlement Document is deemed accepted pursuant to Section 5(a). Auris Noble may, but is not required to, issue an invoice to Client for any amounts due pursuant to a Settlement Document. Any such invoice shall be for the parties’ convenience and shall not supersede the Settlement Document. (c) If the Settlement Document specifies return of Returned Metals, Auris Noble will deliver the Returned Metals within 30 days after the date on which the Settlement Document is deemed accepted pursuant to Section 5(a). Returned Metals will be delivered to the Client location identified on the Settlement Document.

Client will pay for all associated transit costs unless otherwise agreed by the parties. Delivery terms for any such shipments shall be FOB the Facility. (d) After completing the Services, Auris Noble shall be free to extract additional metals from the Feed for its own account, and Auris Noble shall owe no consideration to Client for any such metals extracted. Auris Noble's only obligation to compensate Client shall be as set forth on the applicable Settlement Document.

6. Taxes. Unless otherwise agreed, no taxes will be collected or withheld in connection with the Services. Each party shall be liable for paying any taxes owed by it arising out of the transactions described on the Settlement Document directly to the appropriate governmental agency.

7. Services Provided Without Warranty. **THE SERVICES ARE PROVIDED "AS IS, WHERE IS." AURIS NOBLE MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, AND ANY AND ALL IMPLIED WARRANTIES ARE HEREBY DISCLAIMED.**

8. Client Representations and Warranties. Client represents and warrants to Auris Noble that: (a) it owns good and marketable title to the Feed, free from all liens and encumbrances; (b) it has all right and power necessary to convey the Feed to Auris Noble; (c) it will conduct all transactions with Auris Noble for its own account and not as agent for any third party; and (d) the Feed does not contain any conflict minerals as defined in the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, under special consideration of ANNEX I to III, and is not related to money laundering, terrorism financing or any other illegal activity

9. Limitation of Liability. **IN NO EVENT SHALL AURIS NOBLE BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT AURIS NOBLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. ADDITIONALLY, IN NO EVENT SHALL AURIS NOBLE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE VALUE OF THE RECOVERED METALS (AS SET FORTH ON THE SETTLEMENT DOCUMENT) TO WHICH SUCH LIABILITY RELATES.**

10. Termination. Either party may, at any time before the applicable draft Settlement Document is deemed accepted pursuant to Section 5(a), terminate a Proposal or MTF by providing written notice of termination to the other party. Upon such termination, Auris Noble will convey the Feed (including any Recovered Metals) back to Client, and thereupon neither party shall have any other obligations with respect to such Feed. For the avoidance of doubt, once a draft Settlement Document is deemed accepted pursuant to Section 5(a), neither party may terminate this Agreement or any document comprising part of this Agreement.

11. Waiver. No waiver by Auris Noble of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Auris Noble. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver.

12. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns or other industrial disturbances; and (h) telecommunication breakdowns, power outages, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the control of the impacted party.

13. Assignment. Client shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Auris Noble. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement.

14. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

16. Governing Law; Venue. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Ohio. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Ohio in each case located in the City of Akron, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

17. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

18. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Sections 7, 9, and 10 through

19. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.