



## STS Gold Refiners, Inc.

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## Business Account Information Form

### Company Information

Business Name: \_\_\_\_\_ DBA(If any): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Tel: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Type of Organization: \_\_\_ Corporation \_\_\_ Partnership \_\_\_ Sole Proprietorship \_\_\_ LLC \_\_\_ Other \_\_\_\_\_

Year formed: \_\_\_\_\_ State: \_\_\_\_\_ Sales Tax # \_\_\_\_\_ Federal EIN: \_\_\_\_\_

Type of Business: \_\_\_ Jewelry Store/Repair \_\_\_ Pawn Shop \_\_\_ Precious Metal Buyer \_\_\_ Other: \_\_\_\_\_

### Principal/Officers Information

Name: \_\_\_\_\_ Title: \_\_\_\_\_ DriversLicense#: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ DriversLicense#: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

How Did You Hear About STS: \_\_\_ Referral \_\_\_ 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. STS (we) 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 we ask 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

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:

**Retailer exemption** Retailers that purchase only from other dealers who follow a U.S. anti-money laundering program are exempt from compliance. Additionally, retailers who purchase less than \$50,000 of covered goods from non-U.S. dealers and members of the general public are exempt from compliance.

**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.

### System Of Warranties Certification

The System of Warranties is a voluntary system which requires participating buyers and sellers of rough, polished and mounted diamonds (i) to make the following affirmative statement on all invoices for diamonds, (ii) to maintain certain records regarding such statement and (iii) to audit the flow of warranties made to and by sellers. "The diamonds herein invoiced have been purchased from legitimate sources not involved in funding conflict and in compliance with United Nations Resolutions. The undersigned hereby guarantees that these diamonds are conflict free, based on personal knowledge and/or written guarantees provided by the supplier of these diamonds."

## General Terms & Conditions

The following terms and conditions applicable to all dealings and transactions between customer and any of the following entities: STS Refiners Inc., and all of their respective affiliates, successors, subsidiaries and related entities (collectively "STS"). Customer agrees to be bound by these General terms & conditions.

- 1. ARBITRATION.** Customer agrees that any controversy, claim or dispute between Customer and STS arising in any way from any dealing(s) or transaction(s) between Customer and STS or from these General Terms & Conditions 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 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. Customer agrees not to pursue any claim against STS in a representative capacity or on behalf of others, and Customer waives any right to arbitrate any controversy, claim or dispute as a party to a class arbitration. Any decision rendered in such arbitration is binding on all of the parties, 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. Customer and STS will each be responsible for their own attorneys' fees and costs and the arbitrator has no discretion to shift attorneys' fees or costs of Customer to STS; provided, however, that in the event of default by Customer under a forward sale (as described in paragraph 20), Customer shall be responsible for all legal and other expenses incurred by STS (including but not limited to attorneys' fees and costs and any arbitration fees and costs) as a result of such default.

If Customer brings an action against STS in any proceeding other than arbitration as required by these General Terms & Conditions, or unsuccessfully challenges or fails to comply with the arbitrator's award, Customer shall be responsible for all legal and other expenses incurred by STS (including but not limited to attorneys' fees and costs) in compelling arbitration, enforcing this arbitration provision or defending or enforcing the arbitration award.

- Customer will bear sole responsibility and liability for shipping any precious metal-bearing products (i.e., products containing gold, silver, palladium, or platinum group metals), gem/stone-bearing products, and gems/stones (collectively, the "material") to STS, and customer will arrange for all shipments to be FOB STS, New York. customer acknowledges that STS is not responsible for material lost or damaged in transit, and that STS does not insure material sent to STS by customer.
- Customer will enclose a separate STS packing list for each lot, regardless of whether material is shipped to or brought into an STS location, that includes a complete description of the lot's contents and weights (gross, tare and net), clearly identifies the services requested (e.g., stone removal), and states the declared value of gems/stones to be removed. STS shall not be liable for any loss or damage claimed if customer fails to provide the required packing list information.
- Customer will ship all material in containers sufficiently secured so as to ensure the integrity of the material until the containers arrive at STS's premises. STS assumes no responsibility for material that arrives in unsecured or damaged containers. If STS receives material that is damaged or that arrives in a container that is damaged or compromised in any way ("defective material"), then STS will attempt to contact the customer to determine customer's wishes regarding the return or disposal of defective material. STS reserves the right to reject any material ("Rejected material") without explanation.
- If customer fails to arrange at customer's expense for the return or other disposal of Rejected material, defective material or other material in STS's possession that customer has not agreed to sell to STS, within thirty (30) days after the material's receipt by STS, then STS will have the right to dispose of the material in any way STS deems appropriate at customer's expense, without STS incurring any liability to customer.
- Customer represents and warrants that: (a) none of the material it provides to STS 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; and (b) customer has complied with all applicable holding and reporting requirements relating to the material. For customers in New York, customer agrees that they have complied with Local Law 149, which amends Sections 20-267, 20-273, and 20-277 of the New York City Administrative Code, which was signed into law and establishes new requirements for electronic recordkeeping by pawnbrokers and certain second-hand dealers.
- Customer represents and warrants that customer has in place a written anti-money laundering program, or is exempt from this requirement, according to the USA Patriot Act. customer further represents and warrants that it is a commercial entity with experience in the precious metals industry.
- Customer represents and warrants that, before or upon delivery of

material to STS, customer will provide to STS a complete and accurate statement of the nature and extent of all substances in the material that may be considered toxic or hazardous to human health. such notice is required for substances including, but not limited to, cadmium, iron, lead, selenium, tellurium, zinc, antimony, sulphur, nickel, acrylonitrile, arsenic, asbestos, benzene, coke oven emissions, ethylene oxide, isocyanides, mercury, silica, and vinyl chloride. customer further represents and warrants that all material will be free of radioactivity, asbestos, beryllium, mercury and thallium.

- Customer represents and warrants that all material 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 material that may be considered toxic or hazardous has appropriate hazard warnings and reflects customer's identity.
- Applicable law. the rights and obligations of STS and customer provided for in these General terms & conditions shall be governed by, construed, and enforced in accordance with the laws of the state of New York, without regard to conflicts of law principles.
- 11. INDEMNITY. AS A CONDITION OF DOING BUSINESS WITH STS, CUSTOMER AGREES THAT IF CUSTOMER FAILS TO COMPLY WITH ANY OF ITS OBLIGATIONS HEREIN, CUSTOMER WILL INDEMNIFY AND HOLD STS 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 STS MAY INCUR AS A RESULT OF SUCH FAILURE BY CUSTOMER. CUSTOMER ALSO AGREES TO INDEMNIFY AND HOLD STS 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 CUSTOMER, IN CONNECTION WITH OR TO HAVE ARISEN OUT OF TRANSACTIONS WITH STS, 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 STS.**
- Upon receipt of material from customer, STS will weigh the material ("Received Weight"). if there is a significant discrepancy (as defined in paragraph 13 below) between the Received Weight and the weight specified by customer to STS in the required packing list described in paragraph 3 above ("specified Weight"), then STS will put the relevant material "on hold," not process it further, and contact customer to attempt to reach agreement regarding the weight of the material. if STS and customer are unable to reach agreement, STS reserves the right to return the material to customer at customer's expense. if there is not a significant discrepancy between Received Weight and the specified Weight, or if customer agrees that STS can proceed regardless of a significant discrepancy, then STS will proceed without any liability for any discrepancy between the Received Weight and the specified Weight.
- "Significant Discrepancy" shall mean: (a) for gold, a discrepancy of one ounce or greater; (b) for silver, a discrepancy of 15 ounces or greater; (c) for platinum, a discrepancy of one ounce or greater; (d) for palladium, a discrepancy of one ounce or greater.
- STS will determine the precious metal content of the material using the analytical method that STS selects in its sole and absolute discretion (the "Precious metal content"). the analytical methods that STS may utilize include, but are not limited to, x-Ray fluorescence spectroscopy (xRf), inductively coupled Plasma (icP) mass spectrometry, and fire Assay. As a condition to any sale of precious metal to STS, customer accepts and agrees with STS's determination of Precious metal content regardless of the analytical method utilized. STS's determination of Precious metal content shall be the agreed upon content for purposes of customer's transaction(s) with STS.
- STS's obligations to customer are limited to those metals for which customer requested a Precious metal content determination according to the methods set forth in paragraph 14 above, and paid applicable assay fees, if any. STS has no obligation to customer regarding any other metal and reserves the right to dispose of or maintain such metals as STS sees fit.
- STS will provide to customer a statement setting forth the price STS is offering to customer for customer's material based on (1) STS's Precious metal content determination as set forth above in paragraph 14, and (2) a spot price reasonably determined by STS in its sole and absolute discretion. STS's prices do not include any taxes. customer is solely responsible for all taxes that may apply to transactions with STS. STS's spot price is subject to change without notice unless locked in by customer as a forward sale in accordance with paragraph 20.

17. If a typographical, mathematical or other error is made in the calculation of the price offered or payment to the customer for the customer's material, customer agrees to take all steps requested by STS to rectify the error. customer further agrees to indemnify and hold STS harmless from and against all damages or liability arising from any such error.
18. Gem/stone Removal and Recovery. customer acknowledges and agrees that there are inherent, unavoidable risks of damage and loss associated with the removal and recovery of gems and stones. STS reserves the right to remove or recover gems/stones using the removal/recovery method that STS selects in its sole and absolute discretion. customer agrees that any damage to or loss of gems/stones is subject to the **LIMITATION OF LIABILITY** set forth below in paragraph 26.
19. Notice of customer complaints. customer must notify STS in writing within 10 days after receipt of its statement or payment (whichever is sooner) of any controversy, claim, or dispute arising out of the transaction(s) between customer and STS. if customer fails to provide such written notice within 10 days, then customer agrees that it is forever barred from bringing a claim for loss, damage, or other relief relating to such controversy, claim or dispute.
20. Forward sales of material (i.e., sales at a predetermined, locked-in price) from customer to STS are binding agreements. if customer fails to deliver such forward-sold material to STS within 5 business days after the lock-in date, then customer shall owe and pay to STS the difference between the locked-in price and any higher spot price (as set forth in paragraph 16 above) within 10 business days after the lock-in date. customer grants to STS a lien, security interest, and right of set off as security for these and any other liabilities and obligations of customer to STS upon all of customer's open accounts, pool accounts, and other customer materials in STS's possession, custody or control.
21. Force majeure. STS 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 STS, including but not limited to acts of war (whether declared or not), sabotage, terrorism, insurrection, civil disobedience, failure or delay in transportation, act of government, agency, or subdivision thereof, labor dispute, strike, accident, fire, flood, explosion, acts of God, or shortage of materials.
22. These General terms & conditions supersede any prior agreements, terms, conditions, understandings and arrangements between STS and customer, and constitute the entire agreement and understanding between STS and customer 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 STS and customer, and shall not be modified or amended by the terms of purchase orders, packing lists, or other documents issued unilaterally by customer. 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. Any third party beneficiaries are prohibited from attempting to enforce these General terms & conditions against STS.
23. 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.
24. The waiver by STS of any customer breach of these General terms & conditions, or forbearance of STS to enforce its rights hereunder, shall not operate or be construed as a waiver of any subsequent breach by customer or a waiver of other rights of STS.
25. As a condition to entering into any transaction with STS, customer authorizes STS to make such credit, criminal, and other background investigations of customer as STS deems appropriate for compliance with the USA Patriot Act or otherwise. customer agrees to provide STS with the information required to make the aforesaid investigations, such as social security or federal employer identification numbers.
26. **LIMITATION OF LIABILITY. IN ADDITION TO THE INDEMNITY OBLIGATIONS SET FORTH IN PARAGRAPH 11, CUSTOMER AGREES THAT STS'S MAXIMUM, TOTAL LIABILITY TO CUSTOMER FOR LOSS OF OR DAMAGE TO MATERIAL, SHALL BE LIMITED TO THE LESSER OF: A) THE CUSTOMER'S DECLARED TOTAL VALUE OF MATERIAL FOR SHIPPING PURPOSES, B) THE ACTUAL, PROVEN AMOUNT PAID BY CUSTOMER FOR THE MATERIAL, OR C) WITH RESPECT TO GEMS/ STONES, THE AMOUNT OF FEES PAID BY CUSTOMER TO STS FOR REMOVAL/RECOVERY SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE GENERAL TERMS & CONDITIONS, IN NO EVENT SHALL STS BE LIABLE 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.**
27. Customer will promptly provide written notice to STS of any changes to the ownership of customer's business within fifteen (15) days of such change.
28. **DISCLAIMER OF WARRANTIES. CUSTOMER AGREES THAT NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, SHALL BE BINDING UPON STS UNLESS EXPRESSED IN WRITING HEREIN. STS SPECIFICALLY DISCLAIMS AND CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT STS 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 STS'S DETERMINATION OF MATERIAL'S PRECIOUS METAL CONTENT OR WEIGHT, TO STS'S GEM/STONE REMOVAL AND RECOVERY SERVICES, TO ANY FORWARD CONTRACT ENTERED INTO BY STS, ANY SERVICES PROVIDED BY STS, OR ANY OTHER ASPECT OF CUSTOMER'S DEALINGS OR TRANSACTIONS WITH STS.**

Certification of Customer AML Regulatory Status  
Regulated or Non-Regulated Dealer in Precious Metals

The undersigned certifies that \_\_\_\_\_ is: (Name of Customer)

(please mark one)

\_\_\_\_\_ in compliance with the requirement of 31 CFR 103.140 to develop and implement an anti-money laundering program for dealers in precious metals.

\_\_\_\_\_ not subject to the requirement of 31 CFR 103.140 to develop and implement an anti-money laundering program for dealers in precious metals.

**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 STS General Terms & Conditions as set forth below.

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

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