

GENERAL TERMS AND CONDITIONS OF SALE AND REFINING

1. Definitions. Capitalized terms used but not defined herein have the following meanings:

- a. **"Agreement"** means any agreement between the parties pursuant to which Umicore: (i) sells Goods to Customer; (ii) provides Refining Services to Customer; or (iii) maintains a Metal Account on behalf of Customer.
- b. **"Customer"** means the party: (i) purchasing Goods from Umicore; (ii) receiving Refining Services from Umicore; or (iii) having a Metal Account maintained by Umicore.
- c. **"Goods"** means the goods, including, without limitation, Metal, sold by Umicore to Customer pursuant to or in connection with the Agreement.
- d. **"Metal"** means precious metal, including, without limitation, gold, silver, platinum, palladium, rhodium, iridium, and ruthenium.
- e. **"Metal Account"** means any unallocated Metal pool or weight account.
- f. **"Refining Materials"** means the materials provided by Customer to Umicore for the Refining Services, including, without limitation, Metal, precious stones, and catalysts.
- g. **"Refining Services"** means the refining services provided by Umicore for or at the direction of Customer pursuant to or in connection with the Agreement.
- h. **"Umicore"** means Umicore Precious Metals Canada Inc.

2. Entire Agreement. These General Terms and Conditions of Sale and Refining ("Terms"): (i) apply to and are incorporated into any Agreement to which they are attached or referenced; (ii) together with the Agreement, constitute the entire agreement between the parties for the sale of Goods, provision of Refining Services, or maintenance of a Metal Account by Umicore; and (iii) supersede all prior discussions, proposals, negotiations, representations, and agreements regarding the same. The sale of any Goods, provision of any Refining Services, and maintenance of any Metal Account by Umicore is subject to and expressly conditioned on Customer's acceptance of these Terms. If there is a discrepancy between the Agreement and these Terms, then the Agreement prevails. Umicore hereby objects to, is not bound by, and rejects any terms or conditions submitted or referenced by Customer that are inconsistent with, different than, or additional to these Terms. Fulfillment of Customer's purchase order or similar document does not constitute acceptance of Customer's terms or conditions and does not modify or amend these Terms. Any amendment or modification of these Terms or the Agreement requires Umicore's written consent.

3. Orders and Changes. All proposals, bids, offers, and quotations provided by Umicore are non-binding and subject to change. All purchase orders, awards, and confirmations provided by Customer, even if submitted pursuant to a proposal, bid, offer, or quotation, will only be deemed accepted upon express written confirmation by Umicore. Once accepted by Umicore, orders are non-cancellable. Umicore shall have no liability to Customer for any costs, lost profits, or other damages resulting from any design or specification change or product discontinuance. If Customer desires an order change, then Customer shall submit a written request to Umicore for Umicore's consideration. Within a reasonable period of time thereafter, Umicore shall notify Customer of its acceptance or rejection of Customer's request. If accepted, then Umicore shall provide Customer with its charges for the order change and a proposed implementation date.

4. Goods.

a. **Delivery and Acceptance.** Unless otherwise set forth in the Agreement, all Goods will be delivered Ex Works Umicore's facility (Incoterms[®] 2010). Umicore may cause Goods to be shipped from the facilities of Umicore's affiliates. Risk of loss will pass to Customer upon shipment. Each delivery constitutes a separate sale, and Customer shall pay for Goods shipped, whether such shipment is in whole or partial fulfillment of an order. All delivery times set forth in the Agreement are non-binding estimates, and Customer may not reject Goods or be entitled to a reduction in price because Goods are delivered outside of such times. Customer shall inspect all Goods within five (5) days after receipt and provide Umicore with written notice of acceptance or rejection. If Customer fails to provide Umicore with such notice, then the Goods will be deemed accepted by Customer "AS IS".

b. **Title.** Title to Goods will transfer from Umicore to Customer upon shipment. Customer assumes all risk and liability for, and hereby agrees to indemnify, defend, and hold Umicore, including its shareholders, directors, officers, employees, affiliates, successors, and permitted assigns, harmless from and against any and all losses, liabilities, damages, and claims arising out of or related to the transportation, unloading, storage, handling, or use of the Goods after title passes to Customer.

5. Refining Services.

a. **Refining Materials.** Customer acknowledges and agrees that Refining Materials are required to provide the Refining Services, and, to the extent that Customer fails to provide such Refining Materials, Umicore will be relieved of its obligations under

the Agreement. Customer represents and warrants to Umicore that: (i) Customer is the sole and exclusive owner of the Refining Materials; (ii) the Refining Materials are not subject to any liens, judgments, or other encumbrances; (iii) using the Refining Materials in connection with the Refining Services will not violate any third-party intellectual property rights; (iv) the Refining Materials do not have any carcinogenic, corrosive, explosive, or flammable properties; (v) the Refining Materials do not contain any radioactive elements or biological, carcinogenic, corrosive, explosive, or flammable materials; (vi) the Refining Materials do not constitute a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic pollutant," "regulated substance," "contaminant," "pollutant," under any applicable environmental law, rule, or regulation; and (vii) and Customer and Customer's supply chain is in strict compliance with all applicable conflict minerals laws, rules, and regulations, including, without limitation, Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Rule 13p-1 under the Securities Exchange Act.

b. **Shipment of Refining Materials.** Unless otherwise set forth in the Agreement, Customer shall not ship any Refining Materials to Umicore without Umicore's prior written consent. Customer shall: (i) package, label, and ship all Refining Materials in accordance with Umicore's reasonable instructions and applicable laws, rules, and regulations; and (ii) provide Umicore with the applicable packaging and shipping documents for all shipments of Refining Materials. Customer shall be responsible for all costs and expenses associated with packaging and shipping the Refining Materials, and Umicore shall not be required to return any packaging.

c. **Delivery and Acceptance of Refining Materials.** Unless otherwise set forth in the Agreement, Refining Materials will be delivered DDP Umicore's facility (Incoterms[®] 2010). Customer shall be responsible for all costs and expenses associated with delivery of the Refining Materials. Umicore may, in its sole discretion, inspect Refining Materials after delivery, and any Evaluations (defined below) of Refining Materials will be conducted in accordance with Section 9 (Final Evaluation). Umicore may refuse to provide Refining Services for the lot of Refining Materials upon conducting Evaluations of the full lot, regardless of any previously inspected samples. Umicore may reject any Refining Materials that: (i) are not packaged or shipped in accordance with Umicore's reasonable instructions and all applicable laws, rules, and regulations; (ii) arrive in damaged or opened packaging; (iii) are deemed to be dangerous or hazardous by Umicore, in its sole discretion; or (iv) are damaged or otherwise fail to conform to the Agreement or these Terms. Umicore shall provide Customer with prompt written notice of any such rejection, and Customer shall promptly reimburse Umicore for any costs and expenses incurred by Umicore in connection with storing, repackaging, and returning any rejected Refining Materials.

d. **Provision of Refining Services.** Unless otherwise agreed to in writing, Umicore reserves the right to provide Refining Services to all Refining Materials after completing Evaluations. Umicore shall use reasonable efforts to meet any schedules set forth in the Agreement, and any such schedules are non-binding estimates only. Customer shall promptly: (i) respond to any request for information, approvals, authorizations, or decisions reasonably necessary to provide the Refining Services; and (ii) notify Umicore of any dangerous, operational, or special conditions that may affect the provision of the Refining Services. All intellectual property rights, including, without limitation, copyrights, patents, trademarks, trade secrets, know-how, and other sensitive, proprietary, or confidential information, associated with or relating to the Refining Services will remain the property of Umicore.

6. Metal Accounts.

a. **Metal Trading and Transfer Accounting.** Umicore may maintain a separate Metal Account for each Metal, and all obligations and undertakings with respect to Metal will be computed and performed separately for each Metal. Umicore may, from time to time, credit or debit quantities of Metal to a Metal Account to reflect any transaction agreed upon by the parties, including, without limitation, the: (i) acceptance or release of Metal delivered from, to, or on behalf of Customer; (ii) purchase or sale of Metal from or to Umicore; (iii) settlement of Refining Services with Customer; or (iv) transfer of Metal from or to another Metal Account. Umicore may, in its sole discretion, reject any Metal delivered by or for Customer. Metal Accounts are not depository or warehousing agreements, and Umicore does not undertake to maintain, identify, or allocate physical inventories for or to any Metal Account. Customer acknowledges that Metal is fungible, and Umicore may deal with Metal in any manner Umicore sees fit, including the commingling, consignment, lease, or disposition thereof subject to the undertakings provided herein. Umicore may reverse any mistaken credits in a Metal Account by debit entry without liability to Customer. Customer's Metal Account may reflect a negative balance only with Umicore's consent, and for any such Metal Account Umicore shall, in its sole discretion, be entitled to declare the negative balance due, set a reasonable period for repayment, and/or close the Metal Account at Customer's sole cost and expense.

b. **Release of Metal.** Umicore will release a quantity of Metal, not exceeding the then-current credit balance, from Customer's Metal Account following receipt of instructions from Customer's authorized representatives. The release will occur as promptly as practical following Umicore's receipt of such instructions, but no later than three (3) weeks thereafter. Released Metal will be delivered in the same manner as Goods in accordance with and subject to Section 4 (Goods). Customer may request that a quantity of Metal, not exceeding the then-current credit balance, be transferred

to the Metal Account of a third party or transferred for release to Customer at a location other than Umicore's facility. Any such transfer will be subject to the payment of additional fees and requirements established by Umicore. Umicore may provide packaging, certification of assay, or other services in connection with the release of Metal, subject to payment by Customer of Umicore's fees for such services. Except as provided in this Section, the price of released Metal will be in accordance with and subject to Section 7 (Price and Taxes). Customer shall pay for released Metal within five (5) business days after the date of its release.

c. Account Instructions. Customer's instructions regarding the Metal Account become binding only upon Umicore's: (i) express consent in writing; or (ii) execution of the requested transaction. By placing a verbal order, Customer accepts these Terms and agrees that all calls may be monitored and recorded. Umicore shall not be liable for any damages caused by misunderstandings or miscommunications resulting from verbal communications with Customer. In the event of non-execution or inadequate execution of Customer's instructions, Umicore shall be liable only in the event of proven intentional misconduct.

d. Statements. Umicore shall issue monthly statements for Metal Accounts, but no statement will be issued for zero-balance or inactive Metal Accounts. Customer shall review each statement and advise Umicore promptly of any error. Absent manifest error, records pertaining to any Metal Account that are maintained in good faith by Umicore will be presumed accurate, and statements (including corrections) issued in good faith by Umicore will be binding upon Customer, notwithstanding any errors contained therein, unless Customer provides written notice of the error within thirty (30) days after the date of the applicable statement. Customer will use reasonable efforts to respond promptly and accurately to balance confirmation requests made by Umicore or its auditors.

e. No Encumbrances. Until Customer pays all amounts due to Umicore, Customer shall maintain the Metal free and clear of and from all liens and encumbrances. Customer shall not assign, pledge, or encumber any Metal Account or interest therein or statement thereof. Customer shall indemnify, defend, and hold Umicore, including its shareholders, directors, officers, employees, affiliates, successors, and permitted assigns, harmless from and against any breach of this Section by Customer or any of its shareholders, directors, officers, employees, affiliates, successors, permitted assigns, customers, agents, distributors, resellers, or vendors.

f. Account Closing. In the absence of an Event of Default (defined below), Umicore may close a Customer's Metal Account at any time by providing Customer with at least four (4) weeks' prior written notice. If Umicore closes a Metal Account because of an Event of Default, then title to any Metals in such Metal Account will transfer to Umicore upon closure and compensation for the Metals will be paid by Umicore to Customer after setoff and deducting the value of any debit balances on such Metal Account. If the closed Metal Account shows a negative balance, then Umicore will invoice Customer for the value of such negative balance pertaining to a Metal Account.

7. Price and Taxes. Unless otherwise set forth in the Agreement, the price of Goods and Refining Services excludes all taxes, duties, fees, and other charges, which are the responsibility of Customer. If Umicore must collect or pay any such tax, duty, fee, or charge, then Umicore may add such amounts to the price and they will be paid by Customer. Prices are subject to change. Customer is responsible for and shall pay any tax, fee, or other charge related to the: (i) establishment, maintenance, closing, or liquidation of any Metal Account; and (ii) purchase, sale, or delivery of any Metal credited thereto.

8. Payment Terms. Unless otherwise set forth in the Agreement, Customer shall pay for Goods and Refining Services within thirty (30) days after the date of the applicable invoice. If Customer's creditworthiness changes, then Umicore may demand advance payment for the Goods and Refining Services or other means of financial security, including a letter of credit. Customer shall make all payments unconditionally and without any setoff, recoupment, or counterclaim. All past-due amounts will accrue interest at a rate of one percent (1%) per month. Customer shall be responsible for all costs and expenses incurred by Umicore, including attorneys' fees, in connection with collecting such amounts.

9. Final Evaluation. Umicore may, in its sole discretion and in a manner it deems appropriate, conduct processing, sampling, analysis, weighing, assays, and other evaluations (collectively, "Evaluations") in connection with the sale of Goods, provision of Refining Services, or maintenance of a Metal Account. Umicore shall conduct all Evaluations in good faith, in accordance with generally recognized industry standards, and using properly calibrated equipment. All Evaluations conducted by Umicore will be taken as the final, agreed-upon Evaluation. Customer may, at its sole cost and expense and by providing prior written notice to Umicore, attend and witness any Evaluation conducted by Umicore. Customer shall be responsible for all costs and expenses associated with any additional Evaluations that Customer may conduct in its discretion.

10. Termination.

a. Event of Default. Unless otherwise set forth therein, Customer may not terminate the Agreement. If Customer terminates the Agreement, then Customer shall reimburse Umicore for all costs and expenses incurred by Umicore as a result of performing the Agreement prior to the date of termination. In addition to any remedies

provided under these Terms, Umicore may terminate the Agreement with immediate effect upon written notice to Customer if Customer: (i) fails to pay any amount as or when due under the Agreement; (ii) has not otherwise complied with these Terms; (iii) becomes insolvent, files a petition for bankruptcy, or commences, or has commenced against it, proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; or (iv) violates, or is reasonably believed to have violated, applicable law, including anti-bribery, anti-corruption, or anti-money laundering laws (each, an "Event of Default").

b. Effect. Upon an Event of Default, Umicore may, in its sole discretion and without limiting its other remedies: (i) cancel further orders and deliveries of Goods to Customer; (ii) cancel or cease performance of Refining Services; (iii) close Customer's Metal Account(s); (iv) terminate all agreements with Customer, including, without limitation, forward contracts; and (v) setoff any amounts, whether or not matured or liquidated, owed by Customer to Umicore under any closed Metal Account or terminated agreement. Any setoff will be: (a) calculated at the close of business, Eastern Standard Time, or, if the day of closure or termination is not a business day, then the next business day; (b) based on the applicable fair market value of the Metal; (c) converted, if necessary, to USD using the exchange rate published by the *Wall Street Journal* on the day of closure or termination; and (d) aggregated and promptly paid in USD.

11. Compliance with Laws. Customer shall: (i) comply with all applicable laws, rules, and regulations, including, without limitation, those regarding anti-corruption, anti-bribery, human rights, and environmental health and safety; (ii) maintain in effect all licenses, permissions, authorizations, certificates, consents, approvals, and permits necessary to carry out Customer's responsibilities and obligations under the Agreement and these Terms; and (iii) handle, store, use, and transfer Goods in compliance with the foregoing and any safety information provided by Umicore. Customer shall complete any documents and provide such information as Umicore may reasonably request to ascertain Customer's compliance with the foregoing.

12. Export and AML Compliance. The Goods, including any software, documentation, and technical data related thereto (collectively, "Controlled Goods"), may be subject to certain: (a) export laws, rules, and regulations, including, without limitation, regulations promulgated by Global Affairs Canada ("Export Laws"); and (b) anti-money laundering laws, rules, and regulations, including, without limitation, the Proceeds of Crime (Money Laundering) and Terrorist Financing Act ("AML Laws"). Customer shall comply with all applicable Export Laws and AML Laws related to any Controlled Goods. Customer shall not export, re-export, or release any Controlled Goods, directly or indirectly, to any jurisdiction to which, or person to whom, such export, re-export, or release is prohibited by any applicable Export Laws. It is Customer's responsibility to obtain any license or other approvals, and Customer will complete any documents requested by Umicore prior to exporting, re-exporting, or releasing any Controlled Goods. Customer shall indemnify, defend, and hold Umicore, including its shareholders, directors, officers, employees, affiliates, successors, and permitted assigns, harmless from and against any breach of this Section by Customer or any of its shareholders, directors, officers, employees, affiliates, successors, permitted assigns, customers, agents, distributors, resellers, or vendors.

13. Customer Representations. Customer hereby represents to Umicore that Customer is a sophisticated consumer and possesses all requisite skill and expertise necessary to handle, store, process, use, and transfer the Goods, which may contain toxic, hazardous, or otherwise dangerous substances. If applicable, Customer further represents that Customer: (i) is a producer, processor, or commercial user of each Metal or by-product thereof for which Customer maintains a Metal Account and Customer utilizes its Metal Account solely in connection with such uses; (ii) understands that Metal prices are volatile and Customer is well aware of the risks associated with the purchase and sale of Metal and the maintenance of a Metal Account; (iii) all actions taken by Customer in connection with any Metal Account are duly and validly authorized and in compliance with all applicable laws, rules, and regulations; and (iv) will deal with its Metal Accounts solely as a principal. Each individual acting for or on behalf of Customer represents that he or she has the full authority to act for Customer in all actions taken by such person for or in the name of Customer.

14. Warranties. Umicore hereby warrants to Customer that: (i) the Goods will be free from defects in materials and workmanship and materially comply with the specifications set forth in the Agreement (or, if no specifications are set forth in the Agreement, then Umicore's printed specifications); (ii) the Refining Services will be performed in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services; and (iii) Metal released from the Metal Account will materially comply with the specifications set forth in the Agreement (or, if no specifications are set forth in the Agreement, then Umicore's printed specifications) (collectively, the "Warranty"). Customer must bring any Warranty claim within fifteen (15) days after becoming aware of the alleged non-conformity, and the Warranty expires twelve (12) months after the delivery of the Goods or completion of the Refining Service. Customer's sole and exclusive remedy for any breach of the Warranty is: (a) at Umicore's option, repair or replacement of the non-conforming Goods; (b) re-provision of the applicable Refining Services; or (c) replacement of the non-conforming Metal if Customer provides written notice to Umicore of the non-conformity within five (5) days after Customer discovers the non-conformity. Neither Goods nor Metal may be returned without Umicore's written authorization, and any costs and expenses in connection with storing, repackaging, and returning any Goods

and Metal will be the responsibility of Customer. Goods and Metal must be returned to Umicore in strict accordance with Umicore's written instructions. The Warranty **DOES NOT COVER** Goods or Metal that: (a) have been subject to misuse, negligence, accident, or improper maintenance or storage; (b) have been altered without Umicore's prior written consent; or (c) based on Umicore's examination, do not disclose to Umicore's satisfaction the non-conformance with the Warranty. **UMICORE HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**

15. Disclaimer of Damages and Limitation of Liability. To the maximum extent permitted by law, UMICORE DISCLAIMS ALL, AND WILL NOT BE LIABLE TO CUSTOMER FOR ANY, SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF UMICORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Umicore's maximum liability on any claim arising out of or resulting from the: (i) sale of Goods will not exceed the purchase price of the Goods for which any such claim is made, not to include the value of the Metal; (ii) Refining Services will not exceed the aggregate amounts paid to Umicore with respect to the materials for which any claim is made; and (iii) Metal Account transactions will not exceed the value of the aggregate net quantity of Metal properly credited to such Metal Account.

16. Confidentiality. Customer shall treat the Agreement and any sensitive, proprietary, or confidential information provided by Umicore as confidential, and shall not disclose it, or its contents, to any third party without the prior written consent of Umicore.

17. Setoff. Umicore may, without prejudice to its other rights and remedies, setoff any liability that Umicore owes to Customer against any liability that Customer owes to Umicore, regardless of whether such liability is matured or liquidated. The value of Metal will be determined as described in Section 10 (Termination).

18. Force Majeure. Umicore will be excused from its obligations under the Agreement to the extent prevented by circumstances beyond its reasonable control, including, without limitation, fire, flood, natural disaster, change in applicable law, difficulty sourcing raw materials, war, equipment breakdown, strike, lockout, labor dispute, and interruption in utilities or transportation.

19. Governing Law and Arbitration. The Agreement and these Terms are governed by the laws of Ontario and the laws of Canada applicable therein, without regard to any conflict-of-law principles. Any claim or controversy arising out of the Agreement or these Terms must be brought exclusively in a court of competent jurisdiction located in Toronto, Canada. Customer hereby waives any and all defenses that it may have regarding such jurisdiction or venue. Notwithstanding the foregoing, if Customer exists under the laws of any non-Canadian jurisdiction, then any claim or

controversy arising out of or relating to the Agreement or these Terms will be resolved by a panel of three (3) arbitrators in an arbitration administered by the International Centre for Dispute Resolution (ICDR) in accordance with its International Arbitration Rules in effect at the time the arbitration is initiated. Any such arbitration will take place at the offices of the ICDR in New York, New York, and will be conducted in the English language. Any monetary awards will be in USD. The arbitrators will be empowered to award declaratory and interim relief. The prevailing party will be entitled to recover its reasonable attorneys' fees, expenses, and costs as determined in the discretion of the arbitrators. Judgment on any award rendered pursuant to this Section may be entered by any court having jurisdiction thereof or over the relevant party or its assets. The U.N. Convention on Contracts for the International Sale of Goods does not apply to the Order or these Terms.

20. No Waiver. No waiver by Umicore of any of the provisions of the Agreement or these Terms is effective unless explicitly set forth in writing and signed by Umicore. Any delay or failure to exercise any right, remedy, or privilege arising from the Agreement or these Terms will not constitute a waiver thereof. No single or partial exercise of any right, remedy, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, or privilege.

21. Severability and Assignment. If any provision of the Agreement or these Terms is deemed to be invalid or unenforceable, then such provision will be severed from the Agreement or these Terms, as applicable, and have no further impact on the remaining provisions. Customer may not assign its rights or delegate its obligations under the Agreement or these Terms without the prior written consent of Umicore. Any such assignment or delegation will be null and void. Umicore has the right to assign any of its rights or obligations under the Agreement or these Terms.

22. No Third-Party Beneficiaries. The Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or will 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.

23. Notices. All notices, consents, claims, demands, and waivers hereunder (each, a "Notice") must be in writing and addressed to the parties at the addresses set forth on the face of the Agreement or to such other address that may be designated by the receiving party in writing. All Notices must be delivered by personal delivery, recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Agreement, a Notice is effective only: (i) upon receipt of the receiving party; and (ii) if the party giving the Notice has complied with the requirements of this Section.

24. Survival. The following Sections of these Terms survive the expiration or termination of the Agreement: 6.e. (No Encumbrances); 6.f. (Account Closing); 10 (Termination); 14 (Warranties); 15 (Disclaimer of Damages and Limitation of Liability); 16 (Confidentiality); 17 (Setoff); and 19 (Governing Law and Arbitration).