

PLP METALS, LLC

REPRESENTATIVE AGREEMENT

THIS AGREEMENT is made between the undersigned agent (the "Agent") and PLP Metals™, LLC as of the date indicated below. Agent is aware that Company will disclose confidential business information to Agent, including client and other information, in reliance upon Agent's commitments in this Agreement.

1. **Scope of Relationship.** For the term of this Agreement Company grants Agent a non-exclusive license and will provide to Agent marketing, management, and other miscellaneous support services.

a. During the term of this Agreement, Agent is authorized to utilize Company's Materials that includes confidential and proprietary information, systems, materials, and procedures in marketing and performing services subject to the terms, conditions and limitations described in this Agreement.

b. The Company's Materials include but are not limited to and may change from time to time without notice to Agent: PLP Metals marketing materials and training videos.

c. Agent serves on behalf of Company under this Agreement as an independent contractor, and not as an employee of Company. Agent will be free to set his own workdays and hours, and to work from locations chosen by Agent. As an independent contractor, Agent, and not Company, will be solely responsible for paying any and all income taxes, estimated or withholding taxes, and other applicable payments due to any governmental agency with respect to Agent's business activities under this Agreement. Agent shall be solely responsible for all such matters with respect to any employees whom Agent hires.

d. Agent shall seek Company's written approval for all sub-agents, other agents, employees, subcontractors or independent contractors (W-2 or 1099) ("Sub-Agents") that Agent hires or contracts with to work with Company's Materials. All such Sub-Agents shall be bound by the terms of this agreement.

e. Company shall provide sales assistance via company salespeople and pay the agent commissions on sales as described in Schedule 1.

2. **Fidelity and Compliance.** While Agent's relationship with Company continues under this Agreement, Agent promises to comply with all Applicable Legal Requirements as they may be changed from time to time, including, without limitation, the federal and state laws relating to marketing activities, for example "Do Not Call List" laws, the CAN SPAM Laws and any other applicable state or federal laws.

3. **Advertising; Use of Names and Trademarks; DVDs, Videos and Photos.** Agent agrees that:

a. Except for certain materials provided by Company to Agent, Agent shall not use Company's name, logo, trademarks, service-marks, copyrighted materials,

or other identifying marks, without the specific written consent of Company to such specific use.

b. Agent shall not use any screenshot, video or photograph provided by the Company in any manner except as prescribed or directed by the Company including posting to a website or the internet, selling, or any other use of screenshots, videos, photographs or other marketing content without the express written consent of the Company.

4. **Other Relationships.** Agent represents and warrants to Company, and agrees, that:

a. Agent has informed Company of any agreement between Agent and any person, company, or entity other than Company that might in any manner restrict or impact upon Agent's performance under this Agreement or Agent's association with Company in any way. A true and complete copy of each agreement has been or will be furnished to Company.

b. Agent is solely responsible for the costs of defending any legal proceedings involving Agent. Agent is solely responsible for the satisfaction of any judgments or awards issued in such proceedings in favor of the other party.

c. Agent is solely responsible for all content of marketing materials distributed through Company's service bureau and for any necessary compliance approvals required by Agent's other relationships, (ex. broker-dealer). Agent is solely responsible for marketing material's compliance with all federal securities, state securities laws and state insurance laws.

5. **Other Activities.** Agent shall not conduct any fraudulent or deceptive business activities.

6. **Confidential and Proprietary Information.**

a. Agent understands and agrees that Company owns, uses, and develops valuable confidential and proprietary information including, without limitation, business plans and strategies; marketing and prospecting methods, systems, and procedures; client names and information about Company's past and present clients and prospective clients, client leads and prospects; employees; and other methods of conducting Company's business ("Confidential and Proprietary Information") whether or not such information was developed with the assistance of Agent. Confidential and Proprietary Information includes marketing materials and pieces, other Company Materials, and marketing systems and procedures. Confidential and Proprietary Information also includes any future systems, programs, reports, seminars or other marketing materials as introduced from time to

time. All client information is part of the Confidential and Proprietary Information.

b. Company may selectively disclose and may authorize Agent and other agents to selectively disclose, some Confidential and Proprietary Information without intending to waive any of its intellectual property rights in such information or materials. Agent is only authorized to use Company materials during the term of this Agreement. Agent shall immediately cease use of all such Confidential and Proprietary Information on and after the termination date of this Agreement under Section 18.

c. Agent shall not disclose, in any way, either during or after the term of this Agreement, client information, except as necessary to fulfill the Agent's duties to Company or to comply with applicable laws, rules, regulations, or court orders.

7. **Covenant Regarding Employees.** During the term of this Agreement, and for 12 months after the termination of this Agreement, Agent will not:

a. Directly or indirectly contact or communicate with any other independent contractor or employee of Company for the purpose of inviting such person to leave the employ of Company or accept any other employment, independent contractor relationship, or self-employment position; or

b. Suggest directly or indirectly to any other independent contractor or employee of Company that such person leave the employ of Company or accept any other employment, independent contractor relationship, or self-employment position; or

c. Directly or indirectly provide advice or assistance of any kind to any other person seeking to solicit or cause an independent contractor or employee of Company to leave the employ of Company or to accept any other employment, independent contractor relationship, or self-employment position.

8. **Agent's Losses and Expenses.** Except as specifically provided in this Agreement, Agent shall be solely and exclusively responsible for any and all losses, liabilities, damages, costs, or expenses (including, without limitation, fees and expenses of legal counsel) sustained or incurred by Agent arising out of or resulting from any action or omission attributable in whole or, to the extent responsible, in part to the actions of Agent or any person acting under Agent's supervision or control.

9. **Indemnification by Agent.** Agent shall indemnify and hold Company and Company's directors, officers, associated persons, employees, and agents ("Company's Indemnified Persons") harmless against any and all losses, liabilities, damages, expenses, investigative costs, or other costs (including, without limitation, attorneys' fees and other litigation expenses) (collectively, "Losses"), incurred by any of them arising out of or in connection with:

a. Any violation by Agent of this Agreement, the Applicable Legal Requirements, or Company's client service agreements;

b. Agent's or Agent's employee's negligent, wrongful, or other tortuous conduct.

Company's Indemnified Parties shall be entitled to this indemnification whether or not any such action or proceeding is prosecuted to a final judgment or award or is settled. These indemnification provisions shall continue in effect indefinitely notwithstanding the termination of this Agreement.

10. **Injunctive Relief; Jurisdiction.** Agent agrees that any breach of Sections 7 through 18 of this Agreement would cause Company irreparable damage and therefore agrees that, in addition to any other remedies available, Company shall be entitled to an injunctive order restraining or preventing Agent's anticipated or actual breach of the terms in such Sections. Company may unilaterally apply to a federal or state court having jurisdiction under this Agreement or otherwise to obtain such relief. Company and Agent both agree and consent to personal and subject matter jurisdiction and venue in any federal or state court located in Kent County, Michigan.

11. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors, or assigns. The rights or performance of Agent under this Agreement shall not, however, be assigned or delegated, by operation of law or otherwise, without Company's prior written consent. No person other than Company and Agent shall have any rights or be entitled to any benefits whatsoever under any terms or conditions of this Agreement.

12. **Notices.** All notices under this Agreement shall be given by national overnight delivery service. Notices to Company shall be delivered to the attention of Company's president at its home office. Either party may change its address by giving notice of the new address.

13. **Modification and Headings.** No modification or amendment to this Agreement or of Company's obligations to Agent shall be valid unless in writing, signed by a duly authorized representative of the party affected. References to sections and appendices in this Agreement are cross-references to its other provisions and attachments.

14. **Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused, unless such a waiver or consent shall be in writing and signed by a duly authorized representative of the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

15. **Severability.** The invalidity of any provision in this Agreement shall not affect the validity of any other provision. If any one or more of the provisions contained in this Agreement shall be held to be unenforceable as written because it is excessively broad as to time, duration, geographical scope, activity, or subject, it shall be construed, by limiting and reducing it, so as to be enforceable to the fullest extent permitted by applicable law.

16. **Governing Law.** This Agreement and all related duties, obligations, and rights shall be governed by the laws of the State of Michigan without regard to conflicts of laws principles, except as and to the extent superseded by federal law.

17. **Entire Agreement.** The terms, conditions, and covenants contained herein comprise the entirety of the agreement between the Parties, and any and all understandings, either oral or in writing, which have been reached prior to or simultaneously with Company's acceptance of this Agreement, are hereby expressly abrogated and superseded by the terms, conditions, and covenants contained herein. Agent agrees that no representations, promise, inducement or statement has been made by or on behalf of Company concerning the subject matter hereof which is not set forth in this Agreement.

18. **Term, Termination and Guarantee.** The Agent's relationship with Company will be for an indefinite term, terminable at will by thirty (30) day written notice

by either party. Termination of the relationship will not terminate those contractual obligations that are described to be continuing in nature, including without limitation, those contained in Sections 7 through 19.

Services include:

Assisting the Agent in marketing and selling precious metals.

Upon termination Agent shall immediately cease use of all Company Materials provided to Agent by Company. All records, files, manuals, marketing materials and any other supplies and equipment furnished to Agent by Company are and shall remain the property of Company. Upon termination of this Agreement, Agent shall return all Company materials to Company no later than seven (7) days following the effective date of termination.

IN WITNESS WHEREOF, the Agent and the Company have duly executed this Agreement as of

_____, 20__.

AGENT (_____)

PLP METALS, LLC

Signature

By _____
Signature

Printed Name

Printed Name

Date

Date

PRECIOUS METALS PACKAGES AND COMMISSIONS PAID TO AGENT

PLP METALS OFFERS 6 PACKAGES OF METALS. COMMISSIONS FOR EACH PACKAGE ARE LISTED WITH THE PACKAGE DESCRIPTION. AN ASSISTED SALE HAS A PLP REPRESENTATIVE TALKING TO THE CLIENT IN LIEU OF OR ALONG WITH THE INTRODUCING FINANCIAL PROFESSIONAL. AN UNASSISTED SALE HAS THE FINANCIAL PROFESSIONAL HANDLING ALL COMMUNICATIONS WITH THE CLIENT MEANING AT NO POINT DOES ANY PLP REPRESENTATIVE COMMUNICATE WITH THE CLIENT IN ANY FORM WHETHER ORALLY OR IN WRITING. AN ASSISTED SALE HAS A PLP REPRESENTATIVE COMMUNICATING WITH THE CLIENT IN SOME FORM. NOTE: PACKAGES CAN CHANGE AT ANY TIME AS METALS PRICING CHANGES CONSTANTLY. COMMISSIONS CAN BE CHAGED AT ANY TIME. AGENT WILL BE NOTIFIED IN WRITING 3 DAYS IN ADVANCE OF ANY COMMISSION CHANGE.

Package One Assisted Sale 3%-Unassisted Sale 4.5%. IRA Eligible

25 1-oz. Silver American Eagle Proofs
100 1-oz. Silver bullion bars/rounds

Package Two Assisted Sale 3%-Unassisted Sale 4.5%. IRA Eligible

30 1-oz. Silver American Eagle Proofs
1 1-oz. Gold American Eagle Proof
150 1-oz. Silver bullion bars/rounds

Package Three Assisted Sale 3%-Unassisted Sale 4.5%. IRA Eligible

40 1-oz. Silver American Eagle Proofs
2 1-oz. Gold American Eagle Proofs
1 1-oz. Gold bullion bars/rounds
100 1-oz. Silver bullion bars/rounds

Package Four * Assisted Sale 3%-Unassisted Sale 4.5%. IRA Eligible

75 1-oz. Silver American Eagle Proofs
3 1-oz. Gold American Eagle Proofs
3 1-oz. Gold bullion bars/rounds
100 1-oz. Silver bullion bars/rounds

Package Five * Assisted Sale 4%-Unassisted Sale 5.5% IRA Eligible

105 1-oz. Silver American Eagle Proofs
5 1-oz. Gold American Eagle Proofs

Package Six * Assisted Sale 3%-Unassisted Sale 4.5%. Not IRA Eligible

650 Face Value 90% Silver
5 MS-63 St. Gaudens

*Double the package for an additional .25% discount or triple the package for an additional .50% discount.