RESPONSIBLE SOURCING

Conflict Minerals

Terms & Conditions

Responsible Minerals Initiative / Responsible Business Alliance

01 The RMI information, resources, and content (the "Information"), including, without limitation, all information, resources, and content provided on or through this website, is provided for informational purposes only and is current as of the date set forth therein. Any inaccuracy or omission in the Information is not the responsibility of the Responsible Business Alliance, a Delaware non-stock corporation ("RBA"). Determination of whether and/or how to use all or any portion of the Information is to be made in the user's sole and absolute discretion. Use of the Information is voluntary.

02 You are granted a personal, revocable, non-exclusive, nontransferable license to use the Information conditioned on your continued compliance with these Terms and Conditions. As a condition of use of the Information, you warrant to RBA that you will not use the Information for any purpose that is unlawful or otherwise prohibited by these Terms and Conditions. The Information cannot be re-distributed, manipulated, revised, copied or made into a derivative work without the express prior written consent of RBA.

03 RBA makes no representations or warranties with respect to the information. The information is provided on an "as is" and on an "as available" basis. RBA hereby disclaims all warranties of any nature, express, implied or otherwise, or arising from trade or custom, including, without limitation, any implied warranties of merchantability, non-infringement, quality, title, fitness for a particular purpose, completeness or accuracy. Your sole remedy against RBA for dissatisfaction with the information is to stop using the information. This limitation of relief is a part of the bargain between the parties.

You are responsible in your own unilateral business discretion to select your suppliers and counterparties and to determine the terms of business with your suppliers and counterparties.

The information is not intended to be used in connection with your evaluation of whether a smelter, refiner or third party is or is not a person or entity with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or executive order of the president of the United States, including, without limitation, any list maintained by the office of foreign assets control, Department of the Treasury ("OFAC"), the international emergency economic powers act, the trading with the enemy act, the foreign corrupt practices act, and any executive orders or regulations promulgated thereunder. You should review all such laws and other applicable laws and legal requirements with your company's legal counsel.

04 To the fullest extent permitted by applicable laws, RBA and its respective directors, officers, employees, members, volunteers and agents shall not be liable for any losses, expenses or damages of any nature, including, without limitation, special, incidental, punitive, direct, indirect or consequential damages or lost income or profits, resulting from or arising out of: (a) your use of the information; (b) your access to the information; (c) any breaches of security involving the information, or any lack of availability or operational problem of, the information or this web site; (d) any viruses or other code that may affect your computer equipment or other property as a result of your download of the information or (e) your acts, omissions and conduct (and the acts, omissions and conduct of any third parties) in connection with or related to your use of the information.

05 If, notwithstanding the other provisions of these terms and conditions, RBA is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the information, RBA's total liability shall in no event exceed the greater of (1) the total of any membership fees paid in the 12 months prior to the date of the initial claim made against RBA, or (2) US$100.00. Some jurisdictions do not allow the exclusion or limitation of liability. In such jurisdictions, our liability is limited to the greatest extent permitted by law, whether arising in tort, contract, statute, or otherwise, even if shown that we were advised of the possibility of such damages.

06 In consideration for access and use of the Information, you hereby agree to release and forever discharge RBA, as well as its respective officers, directors, agents, employees, volunteers, representatives, contractors, successors, and assigns, from any and all claims, actions, losses, suits, damages, judgments, levies, and executions, which you have ever had, has, or ever can, shall, or may have or claim to have against RBA, as well as its respective officers, directors, agents, employees, volunteers, representatives, contractors, successors, and assigns, resulting from arising out of the Information or use thereof. In addition, you agree to defend, indemnify, and hold harmless RBA as well as its respective officers, directors, agents, employees, volunteers, representatives, contractors, successors, and assigns, from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from your use of the Information, any breach by you of this Agreement, or any other matter for which you are responsible hereunder or under law.

07 If any part of any provision of these Terms and Conditions shall be invalid or unenforceable under applicable law, said part shall be deemed ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of these Terms and Conditions. Some jurisdictions do not allow the exclusion or limitation of liability. In such jurisdictions, our liability is limited to the greatest extent permitted by law, whether arising in tort, contract, statute, or otherwise, even if shown that we were advised of the possibility of such damages.

08 RBA reserves the right at any time and for any reason to deny you access to the Information or any portion thereof, and to terminate this Agreement. Termination will be effective without notice.

09 Any disputes arising in connection with these Terms and Conditions shall be resolved in the state and federal courts serving Alexandria, Virginia, U.S.A. The validity, construction, and performance of these Terms and Conditions Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia, U.S.A.

This website is controlled and operated by RBA from offices within the United States. RBA makes no representation that the Information and website content is appropriate or available for use in other locations, and access to the Information and website content from territories where any of the Information or website contents are illegal is prohibited. If you choose to access the Information and this web site from other locations, you do so on your own volition and are responsible for compliance with any applicable local laws.

10 If RBA does take any legal action against you as a result of your violation of these Terms and Conditions, RBA will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted.

11 If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

12 No term or provision of these Terms and Conditions shall be deemed waived or any breach excused, unless such waiver or consent shall be in writing and signed by the party claimed by the other to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

13 These Terms and Conditions and the Agreement for Exchange of Confidential Information (if any) represent the entire agreement between you and RBA with respect to your use of the Information, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and RBA with respect to the Information. Any rights not expressly granted herein are reserved.

14 You hereby warrant and represent that you have the unencumbered right, power and authority to agree to these Terms and Conditions and bind yourself to these Terms and Conditions. If a company or organization is the user, the person agreeing these Terms and Conditions warrants and represents that they have the unencumbered right, power and authority to bind the company/organization to these Terms and Conditions.

Source — Responsible Minerals Initiative, responsiblemineralsinitiative.org/reporting-templates/cmrt. Terms & Conditions of the Responsible Business Alliance (RBA).