

CHAIN OF CUSTODY RECORD, P.2

Thank you for selecting Hazen Research, Inc. as your supplier of analytical services. The Hazen Research, Inc. Analytical Laboratory provides analytical services for a wide range of clients. Our clients include mining companies, energy producers, water utilities, environmental consulting firms, municipalities, government agencies, and private individuals, to name a few. We also support the process development efforts of corporate Hazen Research, Inc.

Analytical services can be purchased using a valid credit card (MasterCard, Visa, American Express or Discover), a money order drawn on a U.S. bank, a company purchase order, a check, or cash.

TERMS & CONDITIONS

Submission of this Chain of Custody Form by the customer (“you”) to Hazen Research, Inc. (“we” or “us”) constitutes the customer’s offer to engage us to perform the services described on the front of this form. Our performance or commencement of performance of the services constitutes acceptance of your offer, under the following terms and conditions:

You agree to pay us for the services in accordance with our Assaying and Laboratory Services Fee Schedule or any Hazen-generated quote if applicable. Payment is due within 14 days after receipt of our invoice. A service charge of 1.5% per month will be assessed on past due invoices. We reserve the right to withhold data and any other deliverables relating to the services until we have received payment or adequate assurance of payment. If you do not remit payment in a timely manner we may suspend our services until payment is received and/or terminate or cancel this agreement without liability to you.

Our services are governed exclusively by (i) this Chain of Custody Form and (ii) the Assaying and Laboratory Services Fee Schedule or our quote, as applicable; which documents together set forth our entire agreement with you regarding the services. Any additional or conflicting terms proposed by you relating to these services are expressly rejected. This Chain of Custody Form supersedes and replaces any written requests or purchase orders you submit to us relating to the services. In the interests of keeping costs down for our customers, we cannot accept the terms and conditions of any customer purchase orders or other written service requests or agreements, as our prices are not structured to cover the costs of reviewing and processing customer forms. Exceptions may in our discretion be made for confidentiality and nondisclosure agreements. Please notify us in advance if you require such agreements.

We warrant that our services will be performed in a professional and workmanlike manner in accordance with industry standards. This is our exclusive warranty to you. **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.**

If our services do not conform to the requirements of this Chain of Custody Form or our quote, or if we otherwise breach our agreement with you, we will in our discretion either (i) re-perform the services at no additional charge, or (ii) refund amounts paid by you for the non-conforming services. This is your sole remedy in the event of any breach by us of our agreement with you. Under no circumstances will Hazen Research, Inc. be liable for any special, incidental or punitive damages in connection with the services or this agreement.

This agreement is governed by Colorado law, without regard to conflicts of laws principles. Venue for any action arising hereunder shall lie in the state district courts in and for Jefferson County, Colorado, and you expressly consent to the personal jurisdiction of, and venue in, such courts. In the event of any dispute relating to this agreement or the services in which suit is filed or proceedings are commenced in a tribunal of competent jurisdiction, the prevailing party as determined by the court or tribunal shall be entitled to recover its reasonable attorneys’ fees and costs.