



Miles Franklin Precious Metal Storage

CUSTODY AGREEMENT – Location: Vancouver, British Columbia - Canada

This Custody Agreement (this “**Agreement**”) is by and between Customer and Miles Franklin Collectibles, Inc., a Minnesota corporation, d/b/a Miles Franklin Precious Metal Storage (“**Miles Franklin**”). Customer hereby instructs Miles Franklin to establish a custody account, titled as indicated below, in which Customer intends to store Precious Metals with a third party selected by Miles Franklin (the “**Account**”) subject to this Agreement, the Miles Franklin Custody Terms and Conditions (as the same may be amended from time to time (the “**Terms and Conditions**”)) and the Fee Schedule. Customer acknowledges receipt of the Terms and Conditions and the Fee Schedule in effect on the date of its receipt of this Agreement. Customer hereby agrees to be bound by the Terms and Conditions and the Fee Schedule. Provided the Customer is given a 15 day advance written notice by registered mail, Customer further agrees that Miles Franklin may amend the Terms and Conditions and the Fee Schedule from time to time as set forth in the Terms and Conditions and Customer shall be bound by each amendment.

Terms used in this Agreement that are defined in the Terms and Conditions shall have the meanings ascribed to them in the Terms and Conditions.

Agreement Dated: / /

Section I (General Information)

Account Owner(s) (collectively, “**Customer**”):

Name: _____

Notice and Billing Address (This is the address to which all written notices from Miles Franklin required or permitted by the Terms and Conditions will be sent and to which billing information will be sent):

Attn: _____

Customer is a (check one):

Corporation

Partnership

Individual

Limited Liability Company

Trust

Joint Tenants with Right of Survivorship

Other (describe) _____

EMAIL NOTIFICATION: Unless Customer opts out of receiving email correspondence from Miles Franklin, Miles Franklin may, at its election, send any or all correspondence or notifications to Customer concerning the Account and the Precious Metals on deposit therein (including account statements) to Customer by email to the email address identified below:

Email address of Customer: _____

Account Security Password: _____



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Section II – Type of Ownership (check only one) and Initial Account

<input type="checkbox"/> Individual	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Joint Tenants with Rights of Survivorship	<input type="checkbox"/> Trust
<input type="checkbox"/> Corporation	
<input type="checkbox"/> Partnership	***** Acct# _____
	Client Initials: _____

Section III – Authorized Persons

- Authorization Type: Individual (any Authorized Person may sign)
 Joint (at least two Authorized Persons must sign)

The following persons shall be considered Authorized Persons pursuant to the terms and conditions of this Agreement. If the Joint Authorization Requirement is selected, no order or instruction will be considered given by an Authorized Person unless at least two of the following persons have signed the order or instruction.

<u>Print Name</u>	<u>Signature</u>	<u>Phone</u>	<u>Email</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Section IV – Transfer On Death Beneficiary Designation: *FOR INDIVIDUAL OR JOINT ACCOUNTS ONLY.*

- Type of Ownership: Individual Joint

The account shall be payable in equal shares to the beneficiaries named below who survive the account owner(s). If a beneficiary dies before he or she receives his or her full share, the unpaid part of his or her share will be payable in equal shares to the other beneficiaries who survive and receive payment. If there are no other surviving beneficiaries, the account shall be payable to the estate of the account owner. The account owner reserves the right to revoke and/or change the beneficiaries named.



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<u>Beneficiary Name</u>	<u>Beneficiary Social Security Number</u>	<u>Beneficiary's Full Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Section V – Credit Card Information and Authorization for Payment

Customer represents that the information below is for a valid and current credit card issued in the name of Customer and shall immediately notify Miles Franklin of any changes to such credit card information during the term of this Agreement. Further, by execution below, Customer specifically hereby authorizes Miles Franklin to submit for payment on such credit card all fees owing to Miles Franklin pursuant to this Agreement, as and when such fees are due.

Credit card type (Visa, Mastercard, American Express, etc.): _____
 Name as it appears on Credit Card: _____
 Credit Card No.: _____
 Expiration Date: _____
 Security Code (3-digit code on back of Visa/M.C or 4-digit code on front of Amex): _____

IN WITNESS WHEREOF, this Agreement has been signed as of this ___ day of ___, 201__.

Agreed and Submitted by Customer:

Name: _____
 Signature: _____
 Title: _____
 Date: _____

Approved by Miles Franklin

Name: _____
 Signature: _____
 Title: _____
 Date: _____



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FEE SCHEDULE

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1. Storage Fees. Miles Franklin charges storage fees for Precious Metals as follows:

(a). Storage Rate: With respect to Gold or Platinum (and subject to Section 1(c) below), the storage rate shall be \$1.00 per ounce per month of the Gold or Platinum in Storage up to 99oz. / the storage rate shall be \$0.85 per ounce per month of the Gold or Platinum in Storage from 100 to 249oz. / the storage rate shall be \$0.80 per ounce per month of the Gold or Platinum in Storage 250 to 999oz. the storage rate shall be \$0.65 per ounce per month of the Gold or Platinum in Storage 1000oz. or more. With respect to Silver (and subject to Section 1(c) below), the storage rate shall be 3.5¢ per ounce per month from 500 oz. to 4999 oz. / the storage rate shall be 2.9¢ per ounce per month of the Silver in Storage 5000 oz. to 99,999 oz. / the storage rate shall be 2.5¢ per ounce per month of the Silver in Storage 100,000 oz. or more. The storage rates for all other Precious Metals will be mutually agreed upon and evidenced in writing signed by Customer and Miles Franklin.

(b). Monthly Billing; Minimum Monthly Charge: The monthly storage fee shall be billed monthly and Customer, and pursuant to the signature on the Custody Agreement, Customer agrees to pay such amount pursuant to the credit card on file with Miles Franklin and hereby authorizes Miles Franklin to charge such credit card without any further notice to Customer. Notwithstanding anything to the contrary herein, the minimum monthly charge for storage shall be \$39.00 per month (or \$468 per year). Accordingly, in the event the monthly storage calculated pursuant to this Agreement is less than \$39.00, customer agrees to pay a minimum of \$39.00 per month. For clients with inventory valued at greater than \$1 Million U.S Dollars, client agrees to pre-pay annual storage fees, with the first 6 months minimum being non-refundable.

(c). Change in Storage Rates: The storage rates are subject to change by Miles Franklin; provided, however, Miles Franklin shall provide at least thirty (30) days notice to Customer prior to increasing any storage rate. Provided the Customer is given a 30 day advance written notice by registered mail, Customer further agrees that Miles Franklin may amend the Terms and Conditions and the Fee Schedule from time to time as set forth in the Terms and Conditions and Customer shall be bound by each amendment.

2. One-Time Set Up Fee. Customer shall pay a one-time set up fee of \$89 to Miles Franklin, which amount shall be charged on Customer's credit card at the time of execution of this Agreement.

3. Shipping and Handling Fees. Customer shall pay a \$40 per time withdrawal fee for all shipments delivered to destinations in the United States in addition to a per ounce charge for each ounce of Precious Metals shipped by UPS established by Miles Franklin from time to time. Shipping and handling fees for shipments delivered outside of the United States will be quoted on request. Packages will be shipped by Miles Franklin in accordance with its standard. If Customer elects, Miles Franklin may ship the clients existing Precious Metals to the storage facility and Customer will have to pay all such shipping fees, including applicable custom and border fees, and Miles Franklin shall have no liability.



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4. Other Fees. Miles Franklin may assess additional fees for other services it may provide to Customer at Customer's request. In addition, Section 11 of the Terms and Conditions imposes additional fees in the event of Customer's failure to timely pay fees when due.

MILES FRANKLIN CUSTODY TERMS AND CONDITIONS

(As of June 1, 2016)

1. Definitions. When used in these Miles Franklin Custody Terms and Conditions (as the same may be amended by Miles Franklin from time to time pursuant to the terms hereof, these "**Terms and Conditions**") the following terms shall have the following meanings:

"**Authorized Person**" means the single individual identified as "Customer" in the Custody Agreement or, where the customer is a separate legal entity, the chief executive of such entity, and any person identified as an Authorized Representative of Customer in Section III of the Custody Agreement.

"**Custody Agreement**" means Miles Franklin's standard form of Custody Agreement executed and delivered by Customer to Miles Franklin and accepted by Miles Franklin.

"**Customer**" means the person(s) or entity(ies) identified as "Customer" in the Custody Agreement.

"**Customer Notice Address**" means the address identified in the Custody Agreement as the address to which all written notices from Miles Franklin required or permitted by these Terms and Conditions shall be sent or such other address as is later identified by written notice from Customer to Miles Franklin as the new Customer Notice Address.

"**Miles Franklin**" means Miles Franklin Collectibles, Inc., a Minnesota corporation, d/b/a Miles Franklin Precious Metal Storage.

"**Miles Franklin Notice Address**" means Miles Franklin Collectibles, Inc., 801 Twelve Oaks Center Drive, Suite 834, Wayzata, MN 55391 or such other address as may be identified to Customer in writing by Miles Franklin as the address to which all correspondence and notices to Miles Franklin relating to the Account and the Custody Agreement shall be sent.

"**Fee Schedule**" means Miles Franklin's fee schedule in effect from time to time.

"**Precious Metals**" means gold, silver, platinum, palladium rhodium, ruthenium, iridium, and/or platinum group metal in the form of bars, coins, grain, powder, or such other form as is approved by Miles Franklin.

2. Storage/Ownership. Subject to these Terms and Conditions, the Fee Schedule and the Custody Agreement, Miles Franklin agrees to store Precious Metals in the Account at the storage facility of Brink's Canada Limited ("**Brink's**") located at **Brink's Vancouver 247 East 1st Avenue Vancouver, BC V5T 1A7** or **Brinks Langley, 18758 96th Avenue, Unit 103 Surrey, BC V4N 3P9**, pursuant to a storage agreement between Miles Franklin and Brink's (the "**Storage Agreement**"). Miles Franklin shall have the sole discretion which location of Brinks to store the Precious Metals, but shall notify Customer of such location. Miles Franklin shall have the right to use a different custodian, but shall notify Customer of a change in such custodian. No Precious Metals of Customer stored in the Account by Miles Franklin shall be deemed assets of Miles Franklin or of Brink's and all such Precious Metals shall be held off of Miles Franklin's balance sheet and Brink's balance sheet.

3. Segregated Storage. Miles Franklin shall cause Brink's to store the Precious Metals of Customer separate and apart from the Precious Metals of other customers of Miles Franklin or of Brink's and shall not commingle the Precious Metals of Customer with the Precious Metals of other customers of Miles Franklin or Brink's. Subject to these Terms and Conditions, upon Miles Franklin's receipt of proper written instructions, Miles Franklin shall cause Brink's to deliver or release to Customer or its designee the exact same Precious Metals as were delivered by Customer to Miles Franklin or Brink's for storage and not previously delivered or released to Customer or its designee.

4. Insurance. Brink's will obtain and maintain, at all times during the term of the Storage Agreement, insurance payable to Brink's in such amounts and against such risks as shall adequately cover the liability assumed by Brink's under the Storage Agreement. Upon request, Brink's will furnish a certificate of insurance to



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Miles Franklin evidencing that such insurance is in force and Miles Franklin will provide a copy to Customer. The insurance maintained by Brink's and Brink's liability under the Storage Agreement shall cover loss and/or damage from fire, flood and other natural disaster. Losses excluded from such insurance and from Brink's liability under the Storage Agreement coverage include, without limitation, losses from acts of war, terrorism, cyber attack, radioactive contamination and chemical, biological, biochemical and electromagnetic weapons. Miles Franklin agrees to pay over to customer any proceeds of Brink's insurance received by Miles Franklin as a result of a covered loss relating to Customer's Precious Metals.

5. Account Statements. Miles Franklin shall provide Customer with periodic statements showing the Precious Metals in the Account and the transactions conducted on the Account since the last such statement. Customer must notify Miles Franklin in writing of any actual or suspected errors or inaccuracies in any statement from Miles Franklin within thirty (30) days after Customer's receipt of such statement. If Miles Franklin does not receive notice of errors or inaccuracies with respect to a statement within such 30-day period, such statement shall be deemed accurate and correct and Customer waives all rights to contest such statement or any charges or fees billed to Customer on such statement. Customer hereby releases Miles Franklin from any liability for damages Customer may incur as a result of Customer's failure to notify Miles Franklin of actual or suspected errors or inaccuracies in any account statement within such 30-day period.

6. No Warranty. Miles Franklin makes no warranty of any kind, whether express or implied, with respect to the weight, fineness, content, identification or value of any Precious Metals that Customer places in the Account.

7. Withdrawal. Subject to these Terms and Conditions, upon receipt of written instructions from an Authorized Person, Miles Franklin will cause Brink's to release or deliver Precious Metals in the Account pursuant to the terms of such written instructions. Customer shall be responsible for all costs and expenses associated with all packaging and shipping charges incurred in connection with a withdrawal from the Account.

8. Shipment; Risk of Loss. Customer shall be responsible for all costs and expenses associated with packaging and delivery of Precious Metals to the storage facility, which may be arranged by Miles Franklin. In the event that Customer, rather than Miles Franklin, arranges for the delivery of Precious Metals to the Brink's storage facility, Customer shall bear the risk of loss for the Precious Metals until they are received by Brink's at the storage facility.

9. Ownership. If Customer is more than one individual or entity, then such persons and entities jointly and severally agree that the Account and all Precious Metals therein are held as joint tenants with rights of survivorship and not as tenants in common, any person who is designated an Authorized Person by any one of the individuals or owners is also an Authorized Person for the others and has the authority to give and receive any notice or instructions (including withdrawal instructions), and to take any action affecting the Account and the Precious Metals therein. Customer hereby releases Miles Franklin from any liability for any damage incurred by Customer arising from Miles Franklin's honoring instructions from any Authorized Person. Customer further agrees to indemnify and hold Miles Franklin harmless from any liability or damage Miles Franklin may incur in complying with the instructions of any Authorized Person.

10. Termination; Bankruptcy or Insolvency of Miles Franklin. Either Miles Franklin or Customer may terminate the Custody Agreement and close the Account upon not less than thirty (30) days written notice to the other. Upon termination, Customer shall be responsible for all fees then due and owing and all expenses associated with the delivery or return of Precious Metals in the Account. Further, in the event: (a) Miles Franklin ceases operations; (b) Miles Franklin shall file a petition seeking adjudication as bankrupt or for reorganization or consent to or fail to oppose any such petition filed against it or shall make a general assignment for the benefit of creditors or shall institute, consent to or fail to oppose a proceeding against it under any bankruptcy or insolvency law or for the appointment of a trustee or receiver for all or a substantial portion of its property; or (c) Miles Franklin shall be adjudicated insolvent or bankrupt or there shall be a trustee or receiver appointed for all or a substantial portion of its property or any substantial portion of its property shall be sequestered or sold under judicial process and such adjudication or appointment or sequestration or sale shall not have been vacated, set aside, satisfied or rescinded as the case may be within ninety (90) days after it shall have been entered, levied or become effective, Miles Franklin shall provide notice to the Customer, terminate this Agreement and promptly arrange for the delivery or return of the Precious Metals in the Account to Customer and shall further instruct any trustee or receiver appointed that such Precious Metals are property of the Customer as set forth in Section 2 herein.

11. Fees. Customer shall pay to Miles Franklin fees for storage and other services pursuant to the Fee Schedule. All payments from Customer shall be made to Miles Franklin without discount, deduction, withholding, setoff or counterclaim, in United States Dollars in immediately available funds within thirty (30) days of the date of the applicable invoice. If Customer fails to pay any amount when due, Customer shall pay a monthly late fee of the greater of \$30 or 1.5% of the unpaid amount until paid in



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full. Customer shall be liable for all costs and expenses of collection, including, without limitation, Attorneys' fees.

12. Security Agreement. In addition to any lien or similar rights arising by operation of law, Customer hereby grants to Miles Franklin a security interest in the Account and all Precious Metals therein to secure the prompt payment and performance of all obligations, liabilities and indebtedness of Customer to Miles Franklin. Upon Customer's default under any of its obligations, liabilities and indebtedness to Miles Franklin, Miles Franklin may exercise all rights and remedies of a secured creditor.

13. Limitation on Liability. MILES FRANKLIN SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR SIMILAR DAMAGES, OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST CUSTOMER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF CONTRACT OR WARRANTY. IN NO EVENT SHALL MILES FRANKLIN BE LIABLE FOR THE ACTS, OMISSIONS, NEGLIGENCE OR OTHER FAULT OF BRINKS. THE LIABILITY OF BRINKS IS LIMITED IN THE STORAGE AGREEMENT, A CONFIDENTIAL AND REDACTED VERSION OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST, AND CUSTOMER ACKNOWLEDGES POTENTIAL CLAIMS AGAINST BRINKS MAY BE LIMITED BY SUCH STORAGE AGREEMENT.

14. Indemnity. Customer shall indemnify, defend and hold Miles Franklin and its parents, affiliates and subsidiaries and its and their respective shareholders, partners, members, managers, officers, directors, employees, agents and attorneys (collectively, the "**Indemnified Parties**") harmless against any and all claims, liabilities, judgments, injuries, losses, damages, costs and expenses (including, without limitation, reasonable Attorneys' fees, collectively referred to herein as "Damages") which may be incurred by, asserted against, or imposed on any Indemnified Party, whether direct or indirect and regardless of whether caused by, or within the control of, Customer or any other person or entity, arising from, by virtue of or in connection with: (i) any misrepresentation or omission by Customer in the Custody Agreement or any other application, communication or agreement submitted to or with Miles Franklin or to Brinks or any other custodian of Precious Metals, (ii) any other breach by Customer of these Terms and Conditions, or (iii) in the event Customer is granted access to the premises or facilities of Brinks or such other Precious Metals custodian, any Damages incurred by the Indemnified Parties arising as a result of Customer (or its agent or representative) being on the premises of such facility, or entering or leaving therefrom. Customer shall not

be obligated to indemnify the Indemnified Parties against any claim, liability, judgment, injury, loss, damage, cost or expense identified above to the extent such claim, liability, judgment, injury, loss, damage, cost or expense is determined by a court of competent jurisdiction to have been solely caused by the gross negligence or intentional misconduct of Miles Franklin.

15. Sales Disclaimer. It is understood and agreed that, as part of its services under the Custody Agreement, Miles Franklin has not undertaken a duty to supervise Customer's investment in, or to make any recommendation to Customer with respect to the purchase, sale or other disposition of, any Precious Metals, or the balance or value of any Precious Metals Customer maintains in the Account.

16. Force Majeure. Miles Franklin shall not be responsible, and shall not have any liability whatsoever, for any delay in delivering, releasing or making available any Precious Metals or for failure to perform its obligations under the Custody Agreement due to any condition or circumstance reasonably beyond its control, including, without limitation, acts of God, explosions, acts of terrorism or sabotage, war, strikes or other labor difficulties, confiscation by any government or public body, failure of public utilities or the requirements of any governmental authority.

17. Amendments. From time to time Miles Franklin in its discretion may amend these Terms and Conditions and/or the Fee Schedule. Amendments to these Terms and Conditions and/or the Fee Schedule shall become effective as of the date that is thirty (30) days after Miles Franklin gives written notice to Customer of such amendments.

18. Choice of Law/Waiver of Jury Trial. The laws of the State of Minnesota, without regard to its principles of conflicts of law, shall govern all aspects of the Account and the relationship of Miles Franklin and Customer arising therefrom, including, without limitation the interpretation and enforcement of these Terms and Conditions. CUSTOMER HEREBY SUBMITS TO THE PERSONAL JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN HENNEPIN COUNTY, MINNESOTA FOR THE RESOLUTION OF ANY CONTROVERSY, CAUSE OF ACTION, DISPUTE OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THE ACCOUNT OR THE PRECIOUS METALS THEREIN (COLLECTIVELY, "**CLAIMS**") AND HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY REGARDING ANY CLAIMS AND ANY RIGHT TO OBJECT TO VENUE OR TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS IN ANY CLAIMS BROUGHT IN ANY STATE OR FEDERAL COURT SITTING IN HENNEPIN COUNTY, MINNESOTA. ALL CLAIMS SHALL BE BROUGHT AND HEARD EXCLUSIVELY IN STATE OR FEDERAL



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COURTS SITTING IN HENNEPIN COUNTY,
MINNESOTA.

19. Representations and Warranties.

Customer represents and warrants to Miles Franklin that: (i) all information in the Custody Agreement and in all documents and agreements submitted by Customer pursuant to or in connection with the Custody Agreement is true, accurate and complete; (ii) if Customer is not an individual, the execution of this Agreement by the undersigned for and on behalf of Customer is authorized by all required corporate, partnership, limited liability or other company action of Customer, (iii) Customer owns all Precious Metals delivered for storage in the Account, and (iv) it has and will comply with *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, and all other applicable laws relevant to Customer and shall ensure its compliance with all Customer information and identification (*Know Your Customer*) obligations as required by law and acknowledges that Miles Franklin (and Brinks) may rely on such information without any duty to inquire further.

20. Entire Agreement. These Terms and Conditions, the Fee Schedule and the Custody Agreement contain the entire agreement of Customer and Miles Franklin with respect to the subject matter thereof; there are no other covenants, representations or warranties.

21. Notices. All notices and communications provided for in these Terms and Conditions from Miles Franklin to Customer shall be in writing and delivered by hand or overnight courier service, mailed by certified, registered or first class mail or sent by facsimile or email to the Customer Notice Address. All notices and

communications provided for in these Terms and Conditions from Customer to Miles Franklin shall be in writing and delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or email to the Miles Franklin Notice Address. All notices and communications sent by hand or overnight courier service or mailed shall be deemed to have been given when received. All notices and communications sent by facsimile or email shall be deemed to have been given when sent.

22. Privacy. Except to the extent required by applicable law, rule, regulation or order, Miles Franklin shall not share information about the Account or Customer with any third party not affiliated with Miles Franklin for the purposes of marketing, promotion or solicitation.

23. Miscellaneous. These Terms and Conditions shall be binding on and inure to the benefit of Customer and Miles Franklin and their respective successors and assigns, heirs, administrators and executors. Failure to insist upon strict compliance shall not be deemed a waiver of any of these Terms and Conditions, and no waiver or relinquishment of any right or power at any one or more times shall be deemed a waiver or relinquishment of such right or power at any other time. If any one or more of these Terms and Conditions shall be invalid or unenforceable in any respect, the validity or enforceability of the remainder of these Terms and Conditions shall not in any way be affected or impaired. Section headings in these Terms and Conditions are for convenience only and shall not limit or change the subject matter of these Terms and Conditions. This Agreement may not be assigned, transferred, or conveyed by Customer without the prior written consent of Miles Franklin.