

Secure Storage Agreement Document Checklist

- Completed and signed MintedMarket Secure Storage Application
- Completed and signed MintedMarket Secure Storage Agreement
- Two forms of valid government-issued photo identification for all listed account owners (Please note, Ontario Health Card is not accepted as valid photo ID)
- Signed Exhibit A – Fee Schedule
- Initial at the bottom of all eleven (11) pages for all listed account owners

Please send completed form by email or mail.

Email: hello@mintedmarket.ca

Mail: 901-27 Queen St E, Toronto, ON, M5C 2M6, Canada

Customer Initial(s) _____

Applicant Information

First Name

Last Name

Date of Birth (MM/DD/YYYY)

Occupation

Phone Number (Circle One: Home/Mobile/Other)

Email

Home Address

City

State/Province

Country

Postal/ZIP Code

Source of Funds

- Savings
- Pension Releases
- Share Sales and Dividends
- Inheritance or Gifts
- Sale of Property
- Other

Metal Origin

- Purchase(d) from MintedMarket
- Previously purchased from other sources

Customer Initial(s) _____

Precious Metal Storage Agreement

This Precious Metal Storage Agreement (the “**Agreement**”), is dated this ____ day of _____, 20____ by and between _____ (“**Customer**” or “**You**”/”**Your**”) and MintedMarket Corp.

As outlined in the terms of this Agreement, you hereby establish a custody account between you and MintedMarket Corp. You direct MintedMarket Corp. to open an account in which you intend to store precious metals products, including, but not limited to coins, bars, wafers, or other acceptable products (“**Precious Metals**”) as deemed by MintedMarket Corp. By completing and signing this document you acknowledge that you have read and understand the terms of this agreement, and you are to be bound by, and comply with the terms and conditions set forth herein, which govern all of MintedMarket Corp.’s and Your duties and obligations in connection with the operation of your Account and the Precious Metals held therein.

MintedMarket Corp. and Customer hereby agree to the following terms and conditions:

1. Definitions

- a. “**Business Day**” means any day except Saturday, Sunday, or a statutory holiday in Toronto, Ontario, Canada.
- b. “**Customer**” means a person or entity who acquires, or has previously acquired Precious Metals or services, and provides a duly completed and executed account registration agreement to MintedMarket Corp.
- c. “**Precious Metals**” means, individually or collectively, gold, silver, platinum, and/or palladium in the form of bars, coins, or wafers as accepted by MintedMarket Corp. at its sole discretion prior to storage in the Account.
- d. “**Previously Purchased Precious Metals**” means Precious Metals that have previously been purchased from MintedMarket Corp. or a third party and delivered to you (or as directed by You) and are not currently in the possession of MintedMarket Corp. or the Custodian, defined below.

2. Description of Service

- a. MintedMarket Corp. agrees to establish and maintain an Account on behalf of Customer in the facility of MintedMarket Corp. or in the facility of an entity selected by MintedMarket Corp., at the sole and absolute discretion of MintedMarket Corp., to act as a custodian for the storage of Precious Metals (such entity, a “**Custodian**”).
- b. Customer shall supply MintedMarket Corp., if applicable, with the names and signatures of the authorized representatives of the Customers who are authorized to issue orders for the withdrawal of Customer’s Precious Metals from the Account (each, an “**Authorized Representative**”). Customer acknowledges and agrees that MintedMarket Corp. and the Custodian shall not be liable for any release of Precious Metals made under a withdrawal order fraudulently executed in the name of Customer or an Authorized Representative, nor for any release of Precious Metals made where the authority of such representative has been revoked and MintedMarket Corp. has not been notified in writing thereof.
- c. In the event that You wish to purchase Precious Metals from MintedMarket Corp. you may choose to notify MintedMarket Corp. to deliver said Precious Metals directly to your specified storage account. Shipping, insurance, and handling fees may vary and apply in addition to any storage fees.
- d. In the event that You wish MintedMarket Corp. to store Previously Purchased Precious Metals pursuant to this Agreement, You acknowledge and agree that storage of such Previously Purchased Precious Metals (referred to herein as metals previously purchased by You from

Customer Initial(s) _____

MintedMarket Corp. or a third party and delivered to You) is entirely at MintedMarket Corp.'s discretion and that MintedMarket Corp. may refuse to store Previously Purchased Precious Metals for any reason. You agree that You are responsible to ship such Previously Purchased Precious Metals to MintedMarket Corp. (or the Custodian, if directed by MintedMarket Corp.) to such address as provided by MintedMarket Corp. and that all costs, fees, charges, taxes, tolls and other amounts (including insurance) related to shipping (collectively, "Costs") are your responsibility, and neither MintedMarket Corp. nor the Custodian are in any way responsible for such Costs, and that You bear all risk of loss of such Previously Purchased Precious Metals while in transit and prior to being confirmed as delivered into MintedMarket Corp.'s or the Custodian's possession, and neither MintedMarket Corp. nor the Custodian shall be in any way responsible for any loss during shipment or discrepancy on arrival.

For avoidance of doubt, MintedMarket Corp. accepts no responsibility or liability of any kind for accuracy, authenticity or purity for any Previously Purchased Precious Metals and You waive and forever release any such claims and agree to indemnify MintedMarket Corp. for any loss, claim and/or damages incurred or suffered by MintedMarket Corp. as a result of You sending any Previously Purchased Precious Metals to MintedMarket Corp. for custody and storage under the terms hereunder.

In the event that MintedMarket Corp. or its designated Custodian, upon inspection of such Previously Purchased Precious Metals, exercises its discretion not to store such Previously Purchased Precious Metals, You agree that MintedMarket Corp. may immediately return such Previously Purchased Precious Metals to the point of origin (or as otherwise directed by You) and that all Costs associated with such return shipment shall be charged to Your Account and that You bear all risk of loss of such Previously Purchased Precious Metals while in transit to You (or as directed by You) and neither MintedMarket Corp. nor the Custodian is in any way responsible for any Costs or loss during shipment. MintedMarket Corp. reserves the right to delay return shipment of such Previously Purchased Precious Metals until arrangements satisfactory to MintedMarket Corp. have been made by You to pay all Costs for such return shipment plus all reasonable costs incurred by MintedMarket Corp. and/or the Custodian in connection with the receipt, inspection and return of such Previously Purchased Precious Metals.

- e. In the event that You wish MintedMarket Corp. to store any Previously Purchased Precious Metals, during the term of this Agreement, in your Account on a "said to contain" basis, in accordance with the terms and conditions set forth herein, MintedMarket Corp. will not ascertain nor will it be responsible or liable for the actual content, weight, fineness, form, authenticity, market value or the accuracy of the markings and/or identifying labels on any previously purchased precious metals deposited in your Account on a "said to contain" basis. You acknowledge and agree that storage of such previously purchased precious metals is entirely at your own risk, subject to applicable insurance and is in MintedMarket Corp.'s discretion to refuse to store on a "said to contain" basis for any reason. You agree that You are responsible to ship such previously purchased precious metals to MintedMarket Corp. (or the Custodian, if directed by MintedMarket Corp.) to such address as provided by MintedMarket Corp. and that all Costs related to shipping are your responsibility, and neither MintedMarket Corp. nor the Custodian are in any way responsible for such Costs, and that You bear all risk of loss of such previously purchased precious metals while in transit and prior to being delivered into MintedMarket Corp.'s or the Custodian's possession, and neither MintedMarket Corp. nor the Custodian shall be in any way responsible for any loss during shipment. Additionally, previously purchased precious metals purchased from other dealers, may upon your direction, be deposited to your Account with MintedMarket Corp. and MintedMarket Corp. shall deliver a notice to you confirming that the previously purchased precious metals have been received by the Custodian.

Customer Initial(s) _____

- f. In the event you desire to sell all or a portion of your previously purchased precious metals stored on a 'said-to-contain' basis, MintedMarket Corp. reserves the right to inspect any or all of the previously purchased precious metals and will only consummate any purchase following an inspection and verification thereof. MintedMarket Corp. reserves the right to test and assay any previously purchased precious metals stored in your Account that you offer to MintedMarket Corp. to sell, and any such testing will be performed solely at your expense. You agree to hold MintedMarket Corp. harmless, and free and clear of any fees, charges and costs incurred in connection with any such testing.
- 3. Limitation of Liability**
- a. Notwithstanding anything to the contrary contained in any invoice, receipt or other document delivered to or by any Custodian, MintedMarket Corp. shall have no liability for any physical loss or damage to any Precious Metals until such time as a receipt has been issued by the Custodian to MintedMarket Corp. in respect of the delivery of the Precious Metals to the Account.
- b. Any liability of MintedMarket Corp. or Custodian shall terminate immediately upon the delivery of any Precious Metals to a carrier (whether or not designated by Customer) as soon as such carrier is in receipt of the Precious Metals. For the avoidance of doubt, delivery by the Custodian to a carrier designated by Customer or through a carrier to any post office shall be deemed to be delivery to a Customer designated consignee.
- c. Under no circumstance will MintedMarket Corp. or any Custodian have any responsibility or liability arising as a result of a diminution of value of any Precious Metals (to the extent not directly arising as a result of physical loss or damage while in the care of MintedMarket Corp. or any Custodian).
- d. Under no circumstances shall MintedMarket Corp. or any Custodian be liable to You for any special, general, direct, indirect, incidental, or consequential or punitive damages, even if previously advised of the possibility thereof.
- 4. Insurance**
- a. Customer hereby acknowledges that MintedMarket Corp. is not an insurer.
- 5. Segregation and Allocation of Precious Metals**
- a. MintedMarket Corp. represents and warrants that the Customer's Precious Metals are stored on an allocated and segregated manner at all times.
- 6. Force Majeure**
- a. Neither MintedMarket Corp. nor any Custodian shall be liable for non-performance or delays of service caused by strikes, pandemic, lockouts or other labour disturbances, riots, acts of war, authority of law or other official action, acts of God or any other event beyond the control of MintedMarket Corp. or any Custodian.
- 7. Term and Termination**
- a. The term of this Agreement shall commence on the date indicated above and shall continue for such term during which You continue to store Precious Metals in your Account. Either party may terminate this Agreement, upon thirty (30) days written notice the foregoing notwithstanding, MintedMarket Corp. reserves the right to terminate this Agreement immediately upon written notice to You for any noncompliance or breach of the terms hereof, including failure of prompt payment of all fees and dues incurred. In the event of termination and provided that there is no outstanding balance of fees and costs, MintedMarket Corp. shall promptly arrange for the delivery of all Precious Metals held for Customer in accordance with the instructions of Customer or the Authorized Representative at Customer's sole expense.
- 8. Fee Schedule**
- a. The fee schedule of MintedMarket Corp. as of the date hereof is listed in Exhibit A hereto. MintedMarket Corp. reserves the right to amend its fee schedule at its discretion and without notice to You.

Customer Initial(s) _____

9. Minimum Monthly Account Fee

- a. The Account will be billed a minimum administration fee of \$9.95 CAD per month irrespective of whether you maintain holdings therein or not. Should you wish to close your account to avoid incurring the minimum monthly administrative fee, fill out a Storage Account Closure Request Form. MintedMarket Corp. will charge a closing fee of \$50 CAD.

10. Claim Against Property for Amounts Owing

- a. You hereby acknowledge and agree that MintedMarket Corp. shall not be obliged to act upon direction or notice of the Customer in respect of any Precious Metals or the Account (including making available any Precious Metals to any person) until all the amounts due and owing to MintedMarket Corp. in connection with the services under this Agreement and any other amounts owing to MintedMarket Corp. have been paid in full.

11. Asset Sale

- a. Without prejudice to any power or right that MintedMarket Corp. may otherwise have under applicable law, should you fail to pay MintedMarket Corp. any amounts due and owing under the terms of this Agreement and any other amounts owing to MintedMarket Corp., and such default in payment continues for ninety (90) days, You authorize MintedMarket Corp. to liquidate such quantity of Precious Metals, determined solely at MintedMarket Corp.'s discretion, from your Account in the amount required to recover the balance owed by You. After deducting the amount due that, You owe MintedMarket Corp. and adding any incurred costs MintedMarket Corp., including, but not limited to, its reasonable legal fees and liquidation costs, if any, MintedMarket Corp. will credit to You any balance that may remain from such asset sale.

12. Legal Fees

- a. In the event of any dispute relating to the account ownership, whether by reasons of death, incapacity, separation / divorce, or other change of control event, you acknowledge and agree to indemnify MintedMarket Corp. for any legal and administrative fees, including reasonable attorney's fees, incurred in connection with such dispute ("Dispute Expenses"). The Customer shall pay any Dispute Expenses within thirty (30) days of the written demand by MintedMarket Corp.

13. Security Interest

- a. As continuing support and collateral for any and all of the Customer obligations contemplated in this Agreement, You hereby agree to grant and charge to MintedMarket Corp. (on behalf of itself or in acting on behalf of any Custodian) a first priority security interest in respect to any Precious Metals held in the Account from time to time (whether now owned or hereinafter acquired). Other than in connection with the foregoing, MintedMarket Corp. shall not provide for the creation of any security interest of any nature or kind on the Precious Metals or Account.

14. Written Notices

- a. All written notices hereunder will be provided to You by MintedMarket Corp. by mailing such notices to You through regular postal services, at the address provided in your Account in the account registration agreement or via email. All such notices, other than email notices, are deemed received by You on the date that is five (5) business day after they are mailed to You or upon a confirmation that you received and opened the email. You agree to advise MintedMarket Corp. of any change in your address in writing, and You acknowledge that You are responsible for keeping MintedMarket Corp. informed of your current address and contact information.

15. Account Statements

- a. MintedMarket Corp. will provide You with monthly account statements via your email address provided in your account registration agreement. Such statements will include a listing of the Precious Metals in, and the transactions conducted in respect of, your Account. If You believe a statement contains incorrect information or incorrect charges or fees, You must notify MintedMarket Corp. of the suspected error(s) or discrepancy(s) within five (5) days of receiving

Customer Initial(s) _____

such statement. If MintedMarket Corp. does not receive notice from You within this five (5) day period, You agree that MintedMarket Corp. may deem any such statement accurate and correct, and You waive all rights to contest such statement or any charges or fees billed to You in the statement, and You further agree that MintedMarket Corp. will not be liable for any damages that may occur as a result of your failure to inform MintedMarket Corp. of any inaccurate or incorrect information contained in the statement within this specific period. You agree to advise MintedMarket Corp. of any change of your email address in writing, and You acknowledge that You are responsible for keeping MintedMarket Corp. informed of your current email address.

16. Account Ownership

- a. If You deposit and hold Precious Metals in an Account together with another person or persons (individually, the “Owner” and collectively, the “Owners”), you agree, jointly and severally / individually, that each Owner is the agent for the other, and that each is authorized to act individually under the terms and conditions of this agreement, including exercising the authority to receive, deposit, withdraw or transfer the Precious Metals held in the Account at any time. If there is more than one owner of the Account, You are jointly and severally (in Québec, solidarily) liable to MintedMarket Corp. for your obligations hereunder and you acknowledge that you own the Account jointly with the rights of survivorship and, upon the death of one joint owner, all rights in the Account and the Account assets pass to the survivor(s). Upon receipt of a duly notarized death certificate or other notarized and authenticated evidence of the death of an Owner and all other documents that MintedMarket Corp. may reasonably require, MintedMarket Corp. shall transfer the Account assets, or sell them and pay out the Account proceeds, to such authorized legal personal representative, as may be identified to MintedMarket Corp. Deductions will be made for all legal fees, costs and charges that are payable. MintedMarket Corp. will be fully discharged and indemnified once MintedMarket Corp. makes such transfers or payments. MintedMarket Corp. will not be liable for any damages, claims or loss caused by any delay in making any such transfer or payment.

17. Asset Delivery

- a. At your expense and assuming all risk of loss, You (or your Authorized Representative) may direct MintedMarket Corp. to arrange for delivery of all or a portion of your Precious Metals through Canada Post, FedEx or other commercial courier, or by directly contracting with an armored carrier, to a destination designated by You or your Authorized Representative. The delivery options available to the Customer and the applicable withdrawal fees shall depend on the size of shipment and location of Customer and Custodian. MintedMarket Corp. requires ten (10) business days prior written notice to process any request for the delivery of all or a portion of any Precious Metals stored through MintedMarket Corp. Notwithstanding the foregoing, MintedMarket Corp. shall not be obliged to arrange for such delivery in respect of any Account for which there remains an outstanding fee amount owing. Any Customer seeking to arrange for delivery of all, or portion of any, Precious Metals stored in an Account within the first year shall be responsible for remitting payment in respect of the balance of months outstanding during the initial first year, if any, prior to release of the Precious Metal in accordance with Section 8.

18. Withdrawal

- a. You may give written notice to MintedMarket Corp. of your intention to withdraw Precious Metals from your Account. A withdrawal form shall be completed and submitted to MintedMarket Corp. at least ten (10) Business Days prior to the specified withdrawal date and shall specify the quantity and type of Precious Metals to be withdrawn from Customer’s inventory of Precious Metals held in the Account. Any Customer seeking to arrange for delivery or transfer of all, or a portion of any Precious Metals stored in an Account within the first year shall be responsible for remitting payment in respect of the balance, if any, of all payments due for the months remaining for the initial first year as indicated in the rate schedule attached as

Customer Initial(s) _____

Exhibit A to this Agreement (the “**Fee Schedule**”), prior to release of the Precious Metals in accordance with Section 8 above.

19. Disclaimer

- a. You acknowledge that (i) MintedMarket Corp., in providing the services contemplated in this Agreement, is acting as agent on behalf of the Customer; (ii) neither MintedMarket Corp. nor its owners, associates, affiliates, directors, officers or employees recommend or endorse any specific dealer, broker or carrier for the purposes of facilitating any of the services provided contemplated in this Agreement; You further acknowledge and agree that, in providing the services contemplated herein, MintedMarket Corp. is not offering or providing any financial or legal advice, valuation services, providing any recommendations, making any representations relating to investments in tangible assets or any investments, nor in regard to the financing of any investments in Precious Metals. It is understood and agreed that, as part of its services under this Agreement, neither MintedMarket Corp. nor the Custodian has undertaken a duty to supervise Customer’s investment in, or to make any recommendation to the Customer with respect to the purchase, sale or other disposition of any Precious Metals held by Customer from time to time in the Account.

20. Warranty

- a. You hereby declare and warrant that all representations made to MintedMarket Corp., by You are to the best of your knowledge true, complete and correct as of the date when made, and that your adherence to this Agreement and your performance hereunder are, and will be in compliance with all applicable laws. You certify that You have complied in the past and will comply in the future with all applicable laws and regulations in relation to any funds and/or Precious Metals held in your Account. You have full legal and corporate/business (if applicable) right, power, and authority to enter into and execute this Agreement. You also have read and understand that MintedMarket Corp., will rely on all representations and information to conduct Customer due diligence and to satisfy applicable regulatory requirements including but not limited to any AML, Proceeds of Crime (Money Laundering) and Terrorist Financing Act and its associated regulations (“PCMLTFA”), as may be applicable in the jurisdiction of your residence and domicile.

21. Account

- a. We may at any time, with or without notice to You, close any Account, freeze or hold the funds or assets in any Account, at our sole discretion, including, without limitation, for reasons of actual or suspected fraud, non-compliance with anti – money laundering rules or illegality, inaction on the account or breach of your obligations under any agreement between us and You.

22. Entirety

- a. The terms and conditions contained in this Agreement represent the entire agreement between You and MintedMarket Corp. in respect of the services contemplated herein. Should any particular provision(s) of this Agreement be deemed to be unenforceable or invalid, the enforceability or validity of any other provision(s) contained herein shall not be affected.

23. Amendment

- a. MintedMarket Corp. reserves the right to change this Agreement with or without notice to You.

24. Governing Law

- a. This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario without regard to any conflict of laws principles. Each Party hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario sitting in and for the judicial district of Toronto in respect of all matters arising under or in relation to this Agreement. For the avoidance of doubt, in the event of any dispute or controversy arising as a result of this Agreement, You forever submit yourself to the exclusive and mandatory jurisdiction of the courts of the Province of Ontario.

Customer Initial(s) _____

25. Confidentiality

- a. All information regarding You, Customer or any Owner and their Authorized Representatives, including, but not limited to the kind, type, quantity, form, and size of the Precious Metals stored in the Account from time to time, is considered by MintedMarket Corp. to be confidential. MintedMarket Corp. shall ensure and through the applicable agreement, the Custodian shall ensure that and such information shall be deemed confidential and shall not use such information, either for its own benefit or for the benefit of any third party or disclose such information, either directly or indirectly, except as required or compelled by law and except that MintedMarket Corp. or the Custodian may use such information where subpoenaed by governmental authority or in litigation; provided, however, that MintedMarket Corp. shall, on behalf of itself and any Custodian, promptly notify the relevant party of the circumstances requiring such disclosure (unless such notice is prohibited by order, subpoena or by law).

26. Counterpart Signature

- a. This Agreement may be executed in one or more counterparts (including counterparts by facsimile, portable document format (PDF) or other electronic means), which together shall constitute an original copy hereof as of the date first noted above.

I hereby agree to the terms and conditions outlined herein:

Dated this _____ day of _____, 20__

Per: _____

Name: _____

Customer Initial(s) _____

***Exhibit A – Fee Schedule**

This fee schedule is subject to change. All rates are in Canadian funds.

Annual Storage Fees

Account Value	Storage Rate
Up to \$100,000	0.65%
Up to \$500,000	0.55%
Up to \$1,000,000	0.50%
Up to \$2,000,000	0.45%
Up to \$5,000,000	0.40%
\$5,000,000 +	0.35%

Custody fees are calculated and billed on the last day of every month, in arrears.

Fee Calculation:

The Customer shall pay a monthly account fee in an amount equal to the above percentage per year of the Market Value (as defined below) of the Precious Metals in Your Storage Account during the period to which the invoice relates.

“Market Value” is calculated as (i) the sum of (x) the total number of each item of Precious Metals in the Customer Storage Account on the final business day in the applicable month, multiplied by (y) the market price as determined by the London Bullion Market Association PM metal fixing on the final business day in the applicable month for each item of Precious Metals in the Your Storage Account, divided by (ii) the total number of calendar months.

Minimum Monthly Account Fee:

The Account will be billed a minimum administration fee of \$9.95 CAD (plus applicable taxes) per month irrespective of whether you maintain holdings therein or not. Should you wish to close your account to avoid incurring the minimum monthly administrative fee, fill out a Storage Account Closure Request Form. MintedMarket Corp. will charge a closing fee of \$50 CAD.

Shipping Fees:

Shipping fees for shipments, both to and from storage, within Canada and outside of Canada will be quoted upon request. Packages will be shipped in accordance with its standards. A handling fee, plus applicable shipping, insurance, and other required charges will be included in your shipping quote.

If Customer elects, MintedMarket Corp. may ship the Customers previously purchased precious metals to our storage locations. Customer will be responsible for all such shipping fees, including applicable customs and border fees, MintedMarket Corp. shall have no liability.

Handling Fees:

Preparation fee for shipments made via commercial courier (FedEx, Purolator, UPS, etc.), Canada Post and USPS is \$30.00 per package. MintedMarket Corp. may choose to waive this fee at its sole discretion.

Customer Initial(s) _____

Closing Withdrawal Fee:

One time account closing fee upon final withdrawal of \$50 CAD per account.

I hereby agree to the terms and conditions outlined herein:

Dated this _____ day of _____, 20__

Per: _____

Name: _____

Customer Initial(s) _____