



# MILES FRANKLIN

## PRECIOUS METAL STORAGE

### Customer Appointment / Indemnification Waiver: Brink's Surrey, B.C

This Agreement is entered into by the undersigned (the "Customer") in favor of Miles Franklin Collectibles, Inc., a Minnesota corporation doing business as Miles Franklin Precious Metal Storage ("Miles Franklin") and Brink's Canada Limited ("Brink's") and as delivered pursuant to that certain Custody Agreement between Customer and Miles Franklin (the "Agreement"). All capitalized terms used herein shall have the same meaning as ascribed to them in the Agreement, unless otherwise defined herein.

1. **Brink's Service Window.** In addition to the services performed by Brink's on behalf of Miles Franklin for Customer under the Agreement, and subject to the procedures set out below, Miles Franklin agrees to permit Customers to deposit Precious Metals into a Customer Account or sub-Account or safe deposit box and/or to withdraw Metal from a Customer Account or sub-Account or safe deposit box maintained by Brink's at Brink's Facility at Brink's British Columbia, 18758 96th Avenue, Unit 103 Surrey, BC V4N 3P9 on behalf of Customer by utilizing Brink's walk-in service window ("Service Window") at such Brink's Facility between 10 am and 3 pm pacific standard time ("PST") or daylight savings time ("DST"), as applicable, on any Monday through Friday, excluding holidays observed by the Brink's Facility.

#### 2. Service Window Request Procedures

(a) *Customer Responsibilities.* In order for a Customer to utilize the Service Window, Customer shall follow the procedures set out below on each occasion a Customer intends to make a deposit to or a withdrawal from a Customer Account or sub-Account or safe deposit box. No later than 5 pm PST or DST, as applicable, at least (5) Business Days prior to the Business Day the Customer wishes to utilize the Service Window, Customer shall provide Miles Franklin with written request that sets out:

- (i) the name of the Customer; \_\_\_\_\_  
Printed Sub-Account Name                      Sub-Account #

- (ii) the Business Day and time the Customer desires to arrive at the Service Window (the "Appointment Time" must be a 2-hour window. Example: 1pm-3pm)

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_                      Time from: \_\_\_\_\_ to \_\_\_\_\_

- (iii) deposit and/or withdrawal instructions to or from the applicable Customer Account or sub-Account, that includes a description of the type and denomination and serial number of the Metal to be deposited or withdrawn;

- (iv) a copy of the Customer's government issued identification card; and

- (v) the make, model, color and license plate number of the Customer's vehicle.

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Color: \_\_\_\_\_

Year: \_\_\_\_\_

Plate#: \_\_\_\_\_

Province/State: \_\_\_\_\_

3. **Service Window Access.** Customer must comply with the procedures set out below in order to access the Service Window. Customer understands and agrees that in the event they do not follow such procedures, or any other Brink's security procedures, Brink's shall have the right to deny the Customer access to the Service Window. Upon arriving at Brink's Facility:

- (i) the Customer must park its vehicle in designated visitor's parking at the Brink's Facility;
- (ii) the make, model, color and license plate number of the Customer's vehicle must match the make, model, color and license plate number that Customer provided to Brink's under Section 2(a)(v);
- (iii) the Customer shall use the doorbell at the entrance to the Brink's Facility, and identify himself or herself, as the case may be, through the intercom, and give a reason for the visit;
- (iv) when the Customer has been granted access into the Brink's Facility's customer vestibule, each Customer must produce its government issued

- identification card matching the identification provided to Brink's under Section 2(a)(iv), to the Brink's attendant.
- (v) if the Customer is withdrawing Metal, Brink's will deliver the Metal to the Customer in a sealed package(s) together with a copy of the bar list;
  - (vi) the Customer will verify that the seal numbers of the package(s) match the numbers listed on the bar list, then date and sign the bar list. The signed bar list is then transferred back to the Brink's attendant;
  - (vii) if the Customer is depositing Metal into a Customer Account or sub-Account, the Customer will be provided with a tamper evident bag(s), into which the Customer must place the Metal, seal the bag(s) and the seal numbers recorded on bar list. The Customer will then deliver the sealed bag(s) containing the Metal and a copy of the bar list to the Brink's attendant. The Brink's attendant will verify the seal number on the sealed bag, date, and sign the bar list, and return the signed bar list to the Customer; and
  - (viii) upon Brink's attendant releasing the lock on the vestibule door to the Brink's Facility, the Customer shall promptly exit the Brink's Facility and leave Brink's premises.

Brink's shall accept all Metal from a Customer on behalf of Customer on a "said to contain" basis. Brink's will verify the contents of each sealed bag deposited by a Customer within one (1) Business Day of deposit. Miles Franklin will promptly notify Customer of any discrepancy, it being understood by Customer that Brink's count of the contents of each sealed bag deposited shall be binding and conclusive. Within one (1) Business Day of completing the Customer's Metal deposit and/or withdrawal transaction, Miles Franklin will send a written confirmation to Customer that such transaction has been completed, together with advice as to the Customer Account or sub-Account that was debited and/or credited, as the case may be.

**4. Brink's & Miles Franklin Liability.** Subject to all terms, limitations and exclusions in the Agreement in respect of Brink's & Miles Franklin's liability for loss, damage or destruction of Metal, Brink's & Miles Franklin's liability for any Metal deposited by a Customer into a Customer Account or sub-Account shall begin upon Brink's taking possession of the Metal at the Service Window and receiving a copy of the bar list signed by the Customer. Brink's & Miles Franklin's liability for any Metal delivered to a Customer from a Customer Account or sub-Account under this Addendum shall terminate when Brink's delivers the Metal and a copy of the bar list signed by Brink's attendant to the Customer at the Service Window.

**6. Indemnity.** Customer does hereby release, indemnify and hold harmless Brink's & Miles Franklin's from and against any and all liability Brink's & Miles Franklin's may incur from any claims, disputes, suits, proceedings at law or in equity, loss, liabilities, costs, payments, injury, damage and expenses of any nature (including attorney's fees and court costs) (i) in connection with a Customer being on the premises of Brink's Facility, or entering or leaving therefrom, and/or (ii) as a consequence of any failure by Customer to perform Customer obligations in respect of Customer identification requirements under applicable law.

**IN WITNESS WHEREOF** Customer has executed this Addendum:

Printed Authorized Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_