

Personal Custodial Agreement

This Personal Custody Agreement, dated as of _____, 20____, is by and between ______, as stated in the Account Registration ("You") and MintBuilder, LLC (the "Agreement"). Pursuant to the terms of the Agreement, you hereby instruct MintBuilder to establish a Personal Sub Custody Account under the MintBuilder Master account, titled as indicated below, in which You intend to store tangible assets (the "Account") with our partner International Depository Services Group of Delaware (IDS). These assets may include, but are not limited to, precious metals products, such as coins, bullion, certified rare coins, currency and/or banknotes, precious gems, or other tangible assets that our partner IDS may agree to hold for you (the "Assets"). By completing, executing and returning this Agreement to MintBuilder, you acknowledge that You have read and understand the terms of the Agreement, and You agree to be bound by and comply with the terms and conditions set forth herein, which govern all of MintBuilder and/or IDS duties and obligations in connection with the operation of your Account and the Assets therein.

ACCOUNT REGISTRATION

Account Owner 1						
First Name	Last Name			Home Phone	Cell Phone	
Address					Work Phone	
Address						
City	State	Zip Code	Em	ail		
Account Owner 2 (If applicab						
First Name	Last Name	•		Home Phone	Cell Phone	
Address					Work Phone	
- 0"			-			
City	State	Zip Code	Em	all		
Account Title				Internal Use Only		

ACCOUNT HOLDER INITIALS ______1

Terms and Conditions

- 1. Custody Status The Assets will be held by IDS in the Account, at its facility at 406 W Basin Road, New Castle, Delaware 19720, as a bailment, off its balance sheet, on a "Said-to-Contain" basis in accordance with the terms and conditions set forth herein. Neither MintBuilder or IDS are responsible for the actual content or weight, authenticity, market value, or accuracy of the identifying labels and/or markings on any Assets You may deposit in, or have deposited in, the Account.
- 2. Custody Services IDS will place and physically store your Assets separate and apart from the assets of other IDS customers.
- 3. Insurance IDS agrees to maintain in affect all-risk insurance and will provide insurance coverage using a commercial "all-risk" insurance policy for the Assets in your Account. Upon request, MintBuilder will provide a certificate of insurance from IDS as evidence of insurance coverage.
- 4. Withdrawal In accordance with the terms of this Agreement and MintBuilder's then current operating procedures, and upon receipt by MintBuilder of written instructions from You, IDS will package and release the Assets to You or to your authorized agent, or arrange for the insured shipment of your Assets to a destination You specify in your written instructions. You are solely responsible for all charges associated with the packaging, release and shipping services, as designated in your written instructions.
- 5. Disclaimer MintBuilder and IDS shall not be held liable for its inability or failure to ship, deliver or transfer the Assets, or fulfill any of its obligations under this Agreement, during a period in which it may be precluded from so doing, as the direct or indirect result of either declared or undeclared war, riot, sabotage, civil disobedience, insurrection, acts of any government or government agency or sub-division, acts of public enemy, judicial action, technical failure, explosion, labor dispute, unusual market conditions, fire, flood or storm.

6. Fees:

Monthly Storage Fees:

Basic Membership fee: flat \$15/mo Pro Memberships: **FREE** storage

Metals Out Handling Fee:

Release Fee:

Preparation and release fee for shipments made by armored carriers, and for direct releases to the account Owner, or authorized agent

Bullion - \$0.008 per ounce

Certified Coins - \$0.03 each

Minimum Charge per Release - \$30.00

You will be charged for custody and other charges relating to your Account on a monthly basis. You agree to pay MintBuilder the amount invoiced within thirty (30) days of the date thereof. Should MintBuilder not receive payment within this thirty (30) day period, you agree to pay a Late Fee of \$30, or 1.5% of the invoice amount past due, whichever amount is greater. You hereby acknowledge and agree that MintBuilder may change its current service fees upon sixty (60) days' notice to you.

a. A minimum custody fee of \$15 will be assessed during any monthly billing period in which assets of any value are held in your Account for any period of time.

b. For invoicing purposes, certified coins are valued using prices obtained from the following sources in the order listed: 1. Numismedia 2. Value Assigned when received at IDS

7. Lien -You hereby agree and acknowledge that MintBuilder has a security interest in the assets held in your account to the extent of any unpaid fees and charges that accrue on the account, and you further agree that, if necessary, MintBuilder may exercise a lien on your assets to secure payment of any unpaid fees due and owing hereunder, including any fees or expenses associated with the operation of your account and the assets therein, and for other amounts you may owe MintBuilder for any other reason. For avoidance of any doubt and by way of example only, if upon the default notice you fail to make payment of all fees and charges due and outstanding, as specified in the default notice, then MintBuilder has the right to sell all or portions of the assets, even if the such assets are worth more than the amount owed, in order to satisfy the delinquency.

8. Asset Sale - Should you fail to pay MintBuilder any amounts due and owing under the terms of this Agreement, and such default in payment shall continue uncured for 90 days, you authorize MintBuilder to select and sell products from your Account in the quantities required to recover the amounts you owe it. MintBuilder will pay you any balance that may remain from such sale, after deducting the amount you owe to MintBuilder, plus any costs it may incur in the sale transaction, including, but not limited to, its reasonable attorney's fees and costs, if any.

9. Termination - This Agreement may be terminated by you or by MintBuilder, upon thirty (30) days' written notice to the other. If MintBuilder terminates this Agreement with you, you will be responsible for the payment of all charges due and any expenses associated with the removal of the assets from your account.

10. Address of Record - All written notices hereunder will be provided to you by MintBuilder mailing such notices to you through the U.S. Postal Service, at the address then listed for the Account in MintBuilder's records. All such notices are deemed received by you on the fifth (5th) business day after they are mailed to you. You agree to advise MintBuilder of any change in your address in writing, and you acknowledge that you are responsible for keeping MintBuilder informed of your current address.

11. Account Statements - MintBuilder will provide you with a monthly invoice statement in your online account portal. If you believe a statement contains incorrect information or incorrect charges or fees, you must notify MintBuilder of the suspected error or discrepancy within ten (10) days of receiving the statement invoice. If MintBuilder does not hear from you within the ten (10) day period, you agree that MintBuilder 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 MintBuilder will not be liable for any damages that may occur as a result of your failure to inform MintBuilder of any inaccurate or incorrect information contained in the statement within this specific period.

12. Account Ownership - If you own the assets in the account together with another person or persons (individually, the "Owner" and collectively, the "Owners"), you agree, jointly and individually, that all assets in the account are held as Joint Tenants with Rights of Survivorship and not as Tenants in Common. As such, you agree 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 assets held in the account at any time. Upon the death of one Owner, assets held in the Account shall become the absolute property of the surviving Owner, and you hereby direct and authorize MintBuilder to recognize the surviving Owner as Owner of the Account. You, the Owner(s) individually and severally hereby agree to indemnify and hold MintBuilder harmless from any liability or damage MintBuilder may incur in complying with the written instructions provided for herein, including the delivery, deposit, withdrawal, pledging or transfer of the assets held in the account, including reasonable attorney's fees and costs. You, the Owner(s) further agree the terms outlined herein shall inure to, and be binding upon each of your heirs, executors, assigns and administrators, as well as to and upon yourselves.

13. Asset Delivery - At your expense, you may have MintBuilder arrange for delivery of your assets through the U.S. Postal Service, UPS, FedEx or other commercial courier or armored carrier, to a destination you designate, or for

release to You or your designated agent. MintBuilder will promptly process your request and package your assets for delivery or release upon its receipt of your written instructions.

- 1. Delivery Fees The per-package Handling Fee and Release Fee (as set forth above) plus all other applicable postage, shipping and insurance charges, will be included in your charge, when MintBuilder arranges for the shipment or release (i.e., withdrawal) of your assets, in accordance with your written instructions.
- 2. Sales Disclaimer You acknowledge that MintBuilder's partner IDS provides secure custody and shipping services only and that except for the circumstances described in Paragraph 8 above, it does not buy, sell, trade, or make markets in any products, and that neither MintBuilder or IDS recommend or endorse any specific dealer/broker or investment strategy. You further understand and acknowledge that MintBuilder does not offer advice, valuation services, provide recommendations, or make representations relating to investments in tangible assets or in any investments, or financing thereof.
- 3. Warranty You hereby declare and warrant that all representations made to MintBuilder by you are to the best of your knowledge true, accurate and correct, and that your adherence to this Agreement and your performance hereunder are, and will be in compliance with all applicable law.
- 4. Entirety The terms and conditions contained in this Agreement represent the entire agreement between You and MintBuilder. 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. MintBuilder may change this Agreement with sixty (60) days written notice to You.
- 5. Governing Law You agree that this Agreement shall be governed by the laws of the State of Florida, and that jurisdiction and venue for any action arising out of this Agreement will be with the state and federal courts located in Florida. You hereby appoint Florida's Secretary of State as your agent for service of process for any action MintBuilder may bring against You under this Agreement.

¹⁴. **Force Majeure** - MintBuilder shall not be liable for any failure to transfer or deliver the assets as provided in written instructions to it pursuant to this agreement during any period in which the MintBuilder is prevented from doing so as the direct and proximate result of war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot, act of civil disobedience, act of public enemy, act of any government or any agency or subdivision thereof judicial action, labor dispute, explosion, storm, technical failure, utility or systems failure, fire or flood, provided, however, that nothing contained herein shall impair the obligation which the MintBuilder shall have to substitute insurance proceeds therefor unless such proceeds are not payable by the appropriate insurance carriers by reason of any exclusion contained in the applicable policies.

Please print and complete the form, including initializing the bottom of each page, checking the box below if you want future orders sent to storage, then sign and return with a copy of your government photo ID (i.e., passport or driver license) via email to <u>Support@MintBuilder.com</u>.

Future Order Deliveries:

If you would like your Auto-Assets and any future bullion that you purchase from your MintBuilder shop sent directly to your storage instead of to your home (graded coins cannot be stored, bullion only please), make sure to change your Ship to Name and Address to...

 "Your Name and Your storage account number" you will receive your storage account number from MintBuilder shortly after submitting this form. e.g., "<u>First Name:</u> Joe" "<u>Last Name:</u> Smith S12345"

2.) Change your "<mark>Ship to address to 406 West Basin Road, New Castle,</mark> DE. 19720".

If you need assistance setting this up email us at support@mintbuilder.com.

I (We) hereby agree to the terms and conditions outlined above:

Account Owner 1	
Print Name	Date
Signature	
Account Owner 2 (If applicable)	
Account Owner 2 (If applicable) Print Name	Date
	Date
	Date
	Date
Print Name	Date