



CUBE Global Storage Ltd.

Appreciating Assets Storage Agreement

This Agreement made between

CUBE Global Storage Ltd. (CUBE)
P.O Box 1261,
Victoria, British Columbia, Canada V8W 2T6

and:

The CUSTOMER: (Indicate Joint Tenancy if required)

Name: _____

Address: _____

Phone: _____

Email: _____

This General Storage Service Agreement relates to the following services:

Appreciating Assets Storage, Retrieval, and Delivery.

THIS AGREEMENT CONTAINS A LIMITATION OF LIABILITY CLAUSE (REFER TO SECTION 8 OF THIS AGREEMENT.)

Current rates, fees and other charges for the Services are as set out in Schedule "A" and are subject to adjustments as herein provided.

Refer to: **Schedule "A" - "Description of Services and Pricing"** and the other services to be provided hereunder (hereafter referred to as the "Services").

1. SERVICES

1.1 The CUSTOMER agrees to engage CUBE to provide the Services from the date of commencement of this Service Agreement until it is terminated. The CUSTOMER agrees to pay CUBE all rental rates, fees and charges for the Services in effect from time to time, in accordance with this agreement, plus all applicable taxes, (collectively the "Charges") in advance on the first day of each month during the term of this Service Agreement. The CUSTOMER acknowledges that Schedule "A" only sets out the current rates, fees and charges for the first 12 months. If the CUSTOMER does not pay Charges by the 10th day after billing, access may be refused to the items, or other material stored hereunder (collectively the "Items") so long as the Charges or any part thereof remain unpaid, unless the CUSTOMER is disputing CUBE charges in good faith.

1.2 CUBE will supply the CUSTOMER with containers if (in CUBE's reasonable opinion) containers are necessary for the storage and or transportation of Items to and from the depository facility. All Items to be transported on behalf of the CUSTOMER and stored by CUBE must be enclosed in a container complete with a suitable top. CUBE shall retain the right to reasonably declare any of the Items unacceptable for storage. The cost of containers is the responsibility of the CUSTOMER.

1.3 CUBE agrees to arrange for pick up and storage of Items at the address of the CUSTOMER upon request. Such request must include the CUSTOMER client number, telephone number and any other special information required according to instructions at the time of commencement of services. The CUSTOMER shall pay all reasonable charges for pickup and delivery in accordance with Schedule "A"

2. TERM

The initial term of this agreement shall begin on the signing date and shall continue on a month to month basis.

3. DEPOSIT

A Deposit of \$100.00 is required upon signing this agreement and will apply to the last \$100.00 worth of services.

4. ABANDONMENT

CUBE will consider the Items to be abandoned if Charges or any part thereof are not paid within two months of the due date or if the Items are not removed

Initial: _____

as required pursuant to clause 8 below, unless the CUSTOMER is disputing the unpaid charges in good faith. CUBE will notify the CUSTOMER of this occurrence by a notice sent by registered mail and hand-delivered copy sent 30 days in advance to the most recent address. If the unpaid charges are not paid within 30 days after the notice is delivered or sent, CUBE may remove the Items as required by clause 8 below, force open any box, container, or caged area, remove the Items and hold them until payment is received: (i) all outstanding Charges, (ii) expenses in connection with opening and changing the keys and locks of the boxes or containers, and (iii) subsequent charges for safekeeping the Items. If the CUSTOMER does not pay all of these amounts, CUBE may (subject to applicable law) sell the Items (or any part thereof) in any manner seen fit upon giving 30 days' written notice sent by registered mail to most recent address of the CUSTOMER. Unless otherwise required by law, the proceeds of the sale will be applied to: (i) the expenses of the sale, (ii) unpaid Charges, and (iii) all other expenses/charges owing to CUBE, and any balance remaining will be held for the CUSTOMER. It is acknowledged that all proprietary information residing on the co-located equipment will not be held by CUBE and may be removed by the CUSTOMER at any time.

5 EXERCISE OF RIGHTS

The Services are noted above. If the Services include storage services (electronic or otherwise):

- (i) Individual: If the CUSTOMER rented as an individual, the CUSTOMER alone has the right of access, retrieval or destruction or to terminate this Service Agreement. The CUSTOMER may appoint an agent to exercise all of their rights under this Service Agreement, including termination and removal of contents.
- (ii) Joint Tenants with Right of Survivorship: If CUBE rented to the CUSTOMER as Joint Tenants with Right of Survivorship, any of the number of us (as noted on the front of this form) has/have the right of access, retrieval or destruction or to terminate this Service Agreement. If we wish to appoint an agent, all of us must act together in making the appointment; however, any of us may revoke the appointment. Upon CUBE's receipt of satisfactory proof of death of any of the contacts, the survivor(s) can exercise all rights under this Service Agreement.
- (iii) Tenants in Common: If CUBE rents to the CUSTOMER as Tenants in Common, all must act together in exercising any rights under this Service Agreement, including gaining access, retrieval or destruction, or appointing an agent or terminating this Service Agreement. Upon CUBE's receipt of satisfactory proof of death of any one of us, the legal representative of the deceased and the

survivor(s) must act together in exercising these rights.

- (iv) Partners: If CUBE rented to two or more of us as partners, the number of us (as noted on the front of this form) has/have the right of access, retrieval or destruction or to terminate this Service Agreement. However, if we wish to appoint an agent, all of us must act together in making the appointment. Upon CUBE's receipt of satisfactory proof of death of any one of us, the surviving partners can exercise all rights under this Service Agreement.
- (v) Corporations and Unincorporated Associations: If CUBE rents to a corporation or an unincorporated association, the right of access, retrieval and destruction may be exercised by the person(s) appointed by the corporate officer. The corporate officer will deliver a certified copy of the resolution to CUBE. All person(s) gaining access must meet specific security policy as set by CUBE

6 ACCESS

CUBE will allow the CUSTOMER access to the premises for viewing with 24 hours notice during CUBE normal business hours. However, the CUSTOMER may be refused access if it is believed it would be dangerous for any reason or if CUBE is prohibited by law, judgment or other legal process. The CUSTOMER is required to follow all policies and procedures set by CUBE regarding access and use of their premise(s).

7. CONTENTS

The CUSTOMER will not store any flammable, radioactive, corrosive, poisonous, contaminated, explosive or otherwise damaging or harmful material or substance or any liquid or anything else that may be a nuisance, dangerous or illegal. The CUSTOMER will let CUBE inspect the Items in their presence, to satisfy compliance with this condition.

8. STANDARD OF CARE / LIMITATION OF LIABILITY

The responsibility of CUBE, in the absence of written provisions, is the reasonable care and diligence required by law. CUBE shall not be liable for any loss of profit or special, indirect, or consequential damages of any kind. All Goods are to be stored at the owner's risk of loss or damage, by fire or explosion from any cause, flood, wind, storms, earthquake, or other acts of God, War, insurrection, riot, civil or military authority, strikes, picketing, or any other labour trouble, shrinkage in weight, loss in quality, or by insufficient cooperation, boxing, crating or packaging, or for wear and tear, or by any cause not originating in the warehouse, or by any cause beyond the control of CUBE. No responsibility will be assumed for loss of Goods by leakage or failure to detect same, or for concealed damage. CUBE shall not be liable for loss or damage

caused by breakage, theft, pilferage, rats, mice, vermin, sprinkler leakage or water, unless such damage is caused by failure of CUBE to exercise the ordinary care and diligence required of CUBE by law. All storage, handling and other charges must be paid on Goods lost or damaged by any of the above causes.

The quality, condition, contents and value of the Goods stored are not known to CUBE except as declared by the Depositor.

The liability of the warehouse arising from legal responsibility shall be limited to the actual value of the loss or damage of the stored Goods.

CUBE is not in any case under any circumstances, whether negligent or not, responsible for any loss or damage to Goods unless and until notice in writing of such loss or damage, together with full and detailed particulars thereof, is given to CUBE within thirty-six hours after the bailor or owner of the Goods may become aware of such loss or damage or takes delivery of the Goods or any portion thereof, whichever event may happen first.

CUBE strongly recommends that the customer consult with their insurance provider to ensure that adequate insurance is in place to cover the Goods.

9 TERMINATION

The CUSTOMER may terminate this agreement immediately without further obligation to CUBE other than the obligation to pay amounts owing for Services provided to the date of such termination under the following conditions:

- i.) by paying immediately to CUBE 50% of the remaining value of aggregate Monthly Fees under this Agreement;
- ii.) by entering into a new Agreement for Services for a term and quantity equal to or greater than the original Agreement.

The CUSTOMER will remove the Items and return any keys, access cards, boxes or other equipment or material supplied by CUBE or inform of the combination(s) required to open any container. CUBE will refund that part of the Charges that is applicable to the period from termination date to the end of the period for which Charges have been paid, less any unpaid Charges, and any sum due pursuant to the indemnity provisions of this Service Agreement, and, the CUSTOMER will be paid any balance owing them, or will pay any balance owing CUBE. If, however, at the time of termination the CUSTOMER does not provide the keys or combination, CUBE will access the caged area by force and the CUSTOMER will pay the expenses in connection with opening and changing any keys and locks.

10 ACCESS AFTER DEATH

The CUSTOMER understands that access to the Items and removal thereof after the CUSTOMER's death may be subject to legal requirements or restrictions. Upon receipt of satisfactory evidence of authority, CUBE may permit any person claiming to be the CUSTOMER legal representative to inspect and record the Items and (if applicable) exercise my rights under this Service Agreement.

11 ASSIGNMENT

The CUSTOMER cannot assign or sublet any rights under this Service Agreement without CUBE's written permission, which will not be unreasonably withheld.

12 NOTICE

Unless this Service Agreement specifies otherwise, CUBE may make any notice to the CUSTOMER in connection with this Service Agreement by mailing it to the address set out herein with any notices being deemed to have been received four (4) business days after being posted by registered mail. Where more than one customer has signed this Service Agreement, the address for all is that set out above and one notice addressed to all customers may be sent to that address rather than separate notices to each customer. The CUSTOMER will give CUBE written notice of any change of address and the expression "most recent address" when used herein means the address set out herein or the most recent notice received by CUBE from the CUSTOMER.

13 CHANGES

CUBE is entitled to change the rates, fees and charges as per attached schedule(s), after the first 12 months of the term of this agreement. If so, CUBE must send the CUSTOMER notice by regular mail at least 60 days in advance. The notice will provide the effective date of rate change. If the CUSTOMER does not accept proposed new rates, fees, and charges, the CUSTOMER will attempt to negotiate them in good faith for a period of 30 days. If, after negotiations we are unable to agree upon the rates, fees, and charges to our mutual satisfaction, the CUSTOMER may terminate this agreement on 30 days prior written notice.

14 OTHER TERMS

See attached Schedules.

15 LAW APPLICABLE

This Service Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

16 ENTIRE AGREEMENT

This Service Agreement constitutes the entire agreement between all parties and supersedes all previous agreements and understandings between CUBE and the CUSTOMER in any way relating to the subject matter hereof. It is expressly understood and agreed that CUBE has made no representations, inducements, warranties or promises whether direct, indirect or collateral, oral or otherwise, concerning this agreement, the matters herein or concerning any other matter, which are not embodied herein.

17 SEVERABILITY OF CLAUSES

If any covenant or other provision of this agreement is invalid, illegal or incapable of being enforced by reason of any rule of law or public policy, such covenant or other provision shall be severed; all other conditions and provisions of this Service Agreement shall, nevertheless, remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

18 AGREEMENT BINDING UPON SUCCESSORS AND ASSIGNS

This Service Agreement shall inure to the benefit of and be binding upon CUBE, the CUSTOMER and our respective successors, legal representatives and, where permitted, assigns.

19 JOINT AND SEVERAL COVENANTS

If the CUSTOMER is two (2) or more individuals, the covenants on the part of the CUSTOMER herein made shall be deemed to be the joint and several covenants of such individuals.

20 CONFIDENTIALITY

The CUSTOMER will not disclose any information including plans and/or diagrams of the storage facility or information regarding security systems, storage techniques and procedures or material stored therein without the express written consent of CUBE.

21 PRIVACY POLICY STATEMENT

21.1 This Data Protection and Privacy Policy Statement relates to information supplied by the CUSTOMER to CUBE in relation to the Services.

21.2 Any personal data which the CUSTOMER gives to CUBE will be used solely for the purpose of providing You with the Service that You have requested.

21.3 The CUSTOMER's personal data will be treated as confidential and with high standards of internal security. The use of the CUSTOMER's personal data will be kept to the minimum required in order for CUBE to continually monitor and improve its services and to keep the CUSTOMER informed about its products and services which CUBE offers, unless You have specifically stated to the contrary.

21.4 The CUSTOMER's credit card details will be treated as strictly confidential and with high standards of internal security. This information will not be assigned or imparted to any third party without the CUSTOMER's prior written consent.

21.5 CUBE pledges its intention to meet fully with recognized standards of personal data privacy protection and to comply with the requirements of Canadian privacy law and legislation. In doing so, we aim to ensure compliance by our staff and third party suppliers with the strictest standards of security and confidentiality.

21.6 Data provided by the CUSTOMER is retained as long as the purpose for which the data was collected continues; data is then destroyed unless its retention is required to satisfy legal, regulatory or accounting requirements or to protect CUBE interests. As a general rule the maximum retention period is 7 years.

21.7 CUBE reserves the right to amend its prevailing Data Protection and Privacy Policy Statement at any time and will place any such amendments on the CUBE Website (www.cubeglobalstorage.com). This Data Protection and Privacy Policy Statement is not intended to, nor does it, create any contractual or legal rights on CUBE in respect of any other party or on behalf of any party.

21.8 Questions concerning CUBE's Data Protection and Privacy Policy Statement please contact:

CUBE Global Storage Ltd.

P.O Box 1261
Victoria, British Columbia
Canada V8W 2T6

Phone: 250.727.9811 or 1.800.661.0272
FAX 250.479.5716
Email: info@cubeglobalstorage.com

22 APPOINTMENT OF AGENTS

The CUSTOMER's can appoint agent(s). Agent(s) can exercise all rights and powers under this Service Agreement including removing items, until written notice of revocation to CUBE. Appointed agents are specified in: **Schedule B – Appreciating Assets Access Authorization.**

23 STANDARD OF SERVICES

CUBE will provide the services to the leading standard of secure, climate-controlled document and data storage services.

24 Third Party Interests

To the best of the depositor’s knowledge, no other person, company or entity claims ownership over any of the Goods to be stored at CUBE, or holds any liens, charges, mortgages, or other security interests over any of the Goods to be stored at CUBE.

25 REASONABLENESS

CUBE and the CUSTOMER will each set and make determinations under this agreement in a commercially reasonable manner.

26 LAWYER’S APPROVAL

This contract is subject to lawyer’s approval with 30 days’ notice.

ACCEPTANCE:

I have received a copy of this Service Agreement and I agree to be bound by its terms and conditions.

The CUSTOMER: _____

Name: _____

Title: _____

Signature: _____

Date: _____

CUBE Global Storage Ltd.

Name: _____

Title: _____

Signature: _____

Witness: _____

Signature: _____

Date: _____

© CUBE Global Storage Ltd., ALL RIGHTS RESERVED

Schedule A

Description of Services and Pricing

Services:

1. CUBE Global Storage Ltd., will:

- a. Provide secure storage for ‘**Appreciating Assets**’,
- b. Provide system entry and bar-code items upon receipt.
- c. Weigh shipment upon receipt. Shipment will be weighed as received. CUBE will not open package(s).
- d. Retrieval of Appreciating Assets for shipping as directed by The Customer.
- e. (i) All received packages will be weighed upon receipt and verified with The Customer via email in the form of a ‘Certificate of Storage’.

(ii) All received packages said to contain Appreciating Assets will be verified by counting the number of containers of Appreciating Assets received and comparing the CUBE count against the shipping manifest received with the Appreciating Assets, it being understood and agreed that in performing such verification, CUBE shall not open or count the contents of the containers, unless specifically instructed by The Customer (paragraph 2.d. is applicable). CUBE shall promptly notify The Customer if CUBE discovers a discrepancy between the CUBE count and the bar list or shipping documents.

(iii) The parties expressly understand and agree that CUBE does not assume any liability as to the authenticity or assay characteristics of any Appreciating Assets.

- f. From time to time during the term of this Agreement, The Customer may give written notice to CUBE of its intention to withdraw The Customer’s Appreciating Assets from storage. All requests must come through the CUBE secure portal accessible by Customer account number and password, which will identify The Customer. Such written notice shall be delivered to CUBE at least five (5) business days prior to the withdrawal date and shall:

(i) specify the Appreciating Assets to be withdrawn from the storage; and

(ii) specify the Business Day on which the release of Appreciating Assets from CUBE facility will occur; and

(iii) contain the name of The Customer’s carrier to whom CUBE shall deliver the Appreciating Assets that are to be withdrawn from storage. CUBE’s responsibility for the safekeeping of The Customer’s Appreciating Assets ends when The Customer’s chosen carriers takes receipt of these Appreciating Assets.

- (iv). If requested by CUBE, The Customer shall furnish all seals, bags, boxes, containers, labels and other supplies that CUBE may require to perform this service, or reimburse CUBE its out-of-pocket expenses to secure such packaging materials.

2. Services Pricing (all non-Canadian client pricing is in US Dollars):

- a. Minimum storage rate: \$20.00 per month which includes up to 1,250 Troy ounces.
- b. Over-weight rate: In excess of 1,250 Troy ounces @ \$0.018 per Troy ounce per month
- c. Retrieval of Appreciating Assets: 1st package @ \$19.95. Additional package(s) @ \$2.59 per package.
- d. Special handling fee of \$59.95 will apply for each package should The Customer desire CUBE to open the received package.
- e. On receipt of package(s) a 'numbered security strap' (\$1.05 each) will be affixed to securely seal the package. The security strap number will be indicated on the 'Certificate of Storage'
- f. CUBE can furnish standard plastic Canadian or US 'mint containers' (\$15.95 each) upon request.
- g. Independent third party verification of Appreciating Assets can be arranged. Please call for pricing.

3. Shipping Options:

- a. Outbound from CUBE as directed by The Customer. CUBE recommends outbound shipments by FedEx Outbound shipping fees as per the FedEx rates as posted on the FedEx web-site. Shipping insurance is the responsibility of The Customer.
- b. Outbound or inbound shipping and insurance can be arranged by CUBE. The fee for this service varies. CUBE will ascertain the associated fees and advise The Customer of all fees before making arrangements. The Customer is responsible for all associated costs.

4. Limitation of CUBE Liability.

- 4.1 CUBE's liability shall commence when any Appreciating Assets have been received into CUBE's possession upon a receipt being given therefor and shall terminate when the Appreciating Assets have been delivered to a carrier designated by The Customer. For the avoidance of doubt, delivery by CUBE to another carrier designated by The Customer shall be deemed to be delivery to a designated consignee. Should The Customer desire CUBE to make shipping and insurance arrangements CUBE's liability shall commence when any Appreciating Assets have been received into CUBE's possession upon a receipt being given therefor and shall terminate when the Appreciating Assets have been delivered to a carrier arranged for and on concurrence of The Customer.
- 4.2 CUBE count of the bars and containers of Appreciating Assets, including the contents of containers if CUBE is instructed by The Customer to open such containers, shall be binding and conclusive.
- 4.3 Appreciating Assets to be received by CUBE are to be packaged in a manner so that the Appreciating Assets are not susceptible to damage during CUBE performance under this Agreement.



Schedule B

APPRECIATING ASSETS ACCESS AUTHORIZATION

Client Information

Name: _____ Account Number: _____

Address: _____

Phone Number: _____ FAX Number: _____

Other Persons Currently Authorized for Access	Phone Number	Email Address	Authorized to make Changes*	Authorized for Removal*
			Yes / No	Yes / No
			Yes / No	Yes / No
			Yes / No	Yes / No
			Yes / No	Yes / No
			Yes / No	Yes / No
			Yes / No	Yes / No
			Yes / No	Yes / No
			Yes / No	Yes / No
			Yes / No	Yes / No
			Yes / No	Yes / No
			Yes / No	Yes / No
			Yes / No	Yes / No
			Yes / No	Yes / No
			Yes / No	Yes / No
			Yes / No	Yes / No
			Yes / No	Yes / No

* Please circle appropriate authorization for each authorized person.

Authorized By (The person signing this document has full authority to make changes to this agreement and is authorized to remove items from storage).

Print Name: _____ Title: _____

Signature: _____ Date: _____

NOTES:

Please complete an Access Authorization List at signing of Contract, also complete a new Access Authorization List whenever changes are required. This information is kept strictly confidential.