

**MONEY METALS DEPOSITORY, LLC**

**PRECIOUS METALS STORAGE AGREEMENT**

This **Precious Metals Storage Agreement** (“Agreement”) is by and between **Money Metals Depository LLC**<sup>1</sup> (“Depository”) and the **Customer** identified below (“Customer”). Under the terms of this Agreement, on behalf of the Customer, the Depository shall hold in its custody precious metals (“Precious Metals”), including, but not limited to, gold, silver, platinum, and palladium, in the form of coins, rounds, and bars.

**ACCOUNT INFORMATION** (*Please print when completing this section*):

Customer Name: \_\_\_\_\_ Additional Customer: \_\_\_\_\_

**Billing Address:** \_\_\_\_\_ **Shipping Address:** \_\_\_\_\_  
Street: \_\_\_\_\_ Street: \_\_\_\_\_

City: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Telephone Numbers:**

Home: \_\_\_\_\_ Work: \_\_\_\_\_

Email Address: \_\_\_\_\_ @ \_\_\_\_\_

By executing this Agreement, the Depository and the above-identified Customer agree, warrant, undertake, understand, and acknowledge as follows:

**Terms, Representations, Disclosures and Conditions:**

1. The Depository will store the Customer’s Precious Metals on a “said to contain” basis, subject to the terms and conditions stated herein. The Depository is not responsible for the content, authenticity, fineness, value, weight, or accuracy of the identification markings of any Precious Metals the Customer delivers, or has delivered, to the Depository for storage.

2. The Depository will hold the Customer’s Precious Metals in segregated storage (“Segregated Storage”), meaning the Depository will hold the Customer’s Precious Metals in a manner physically separate and apart from

<sup>1</sup> The Depository is affiliated through shared ownership with Money Metal Exchange LLC of Eagle, Idaho, a national company engaged in the retail business of selling and buying precious metals for delivery or storage. Notwithstanding this affiliation, the Depository acts as an independent company, with independent auditing and insurance.

the assets of other Depository customers. The Customer's Precious Metals remain the customer's exclusive property held in bailment.

3. The default physical location for stored metals shall be on the Depository's premises located in Eagle, ID. Additionally, the Depository may provide the option for the Customer to store Precious Metals on the premises of another depository acting as Sub-Custodian ("Sub-Custodian"). Any such Sub-Custodian utilized by the Depository shall have and maintain protections and qualifications equal to or greater than those maintained by the Depository for the Precious Metals over which it has custody. The Customer's signature below is the Customer's acknowledgment the Customer has been notified by the Depository, and accepts, that the Depository can be authorized by the Customer to store Customer Precious Metals inventory at a Sub-Custodian. The Depository will bill the Customer for the respective storage fees and the Customer will make all payments due to the Depository. All transaction instructions, including, but not limited to, inventory deposit notifications, ownership transfers, and inventory withdrawal requests, must be submitted to the Sub-Custodian by the Depository in order for the Sub-Custodian to execute the instructions.

4. At all times material hereto, the Depository (and the Sub-Custodian, if any) shall maintain in effect all-risk insurance (loss or damage from the perils of war, terrorism, invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority, nuclear incident, and other specified unusual events are excluded) regarding any Customer Precious Metals in its custody. Customer claims for loss will be paid promptly following Depository's receipt of claim funds from the insurer.

5. Upon receipt of signed written instructions from the Customer and verification of Customer's signature against that displayed on a government issue ID provided by the Customer, and in accordance with the terms of this Agreement and its operating procedures in effect at the time, the Depository will prepare and release the Customer's Precious Metals to the Customer or the Customer's designated agent, or arrange for insured delivery of the Precious Metals to the address the Customer specifies. Such preparation, release, and/or delivery services are provided at the Customer's expense. The Depository will ship only to the address of record for the customer absent written instructions to the contrary, including a valid Customer signature.

6. The Depository is not liable for delays in the delivery or transfer Precious Metals held for the Customer, or other delays in fulfilling any of its obligations under this Agreement in a period during which it may be precluded from so doing, due to the direct or indirect result of either declared or undeclared war, riot, sabotage, civil disobedience, insurrection, acts of any government or government agency or subdivision, acts of a public enemy, valid judicial order, technical failure, explosion, labor dispute, unusual market conditions, fire, flood, or storm. In such circumstances, the Depository will use its commercially reasonable best efforts to achieve delivery and fulfillment of other obligations outlined in this Agreement as promptly as possible.

7. The Depository's current schedule of custody and processing fees is set forth in the attached Individual Depository Account Fee Schedule ("Fee Schedule"). The Depository will bill the Customer for custody charges, processing, and other service fees associated with this Storage Agreement quarterly, in accordance with its then-current Fee Schedule. The Customer shall pay the Depository within thirty (30) days of the date appearing on the invoice. If the Depository does not receive payment within the specified thirty (30) day period, it may impose a late fee of the greater of: \$30, or 1.5% of the amount that is past due. The Depository may amend its Fee Schedule upon thirty (30) days' prior notice to the Customer.

8. Notwithstanding that Customer's Precious Metals are held in bailment on a fully segregated basis, the Depository has a security interest in the Precious Metals held. The Depository may exercise a lien on Customer Precious Metal, if necessary, to secure payment of any unpaid charges due it hereunder, including custody, processing and other service fees and expenses associated with maintaining custody of Customer Precious Metals, or for other amounts that may be owed to the Depository by the Customer for any other reason.

9. Should the Customer fail to pay the Depository any proper charges due it under this Agreement, the Depository may sell such Customer Precious Metal in its custody of its choosing from the Customer's Precious Metal in sufficient quantities to recover the amounts due and owing. The Depository shall remit to the Customer any balance remaining from such sale, after deducting the amount due it and the costs associated with the sale transaction, including, but not limited to, attorney's fees, if any.

10. Both the Customer and the Depository may terminate this Agreement upon thirty (30) days' written notice to the other. In the event the Depository terminates this Agreement, the Customer is required promptly to pay all charges due and remove the Customer Precious Metals from the Depository and to designate where the Customer Precious Metals are to be delivered at the Customer's expense.

11. Any notice required or described in this Agreement must be made by mail to the Customer through the U.S Postal Service at the address listed in this Agreement or otherwise provided to and maintained in the records of the Depository. Alternate forms of notification may be arranged by prior written agreement of the parties. Any notice sent by the Depository shall be considered received by the Customer on the fifth (5th) business day after mailing it to the Customer. The Customer is responsible for informing the Depository in writing of any change in the Customer's current address.

12. Upon request, the Depository can account to the Customer for any Customer sealed containers, Customer's inventory list and other documents and records directly and specifically relating to Customer's Precious Metals, and the safekeeping facilities where any of the Customer's Precious Metals is held and stored, provided the requested documents do not contain proprietary or confidential information. By default, the Depository will provide the Customer with periodic statements listing the Precious Metals held in, and any transactions associated with, Customer Precious Metals. The Customer must notify the Depository within thirty (30) days of receiving any such statement, if the Customer believes the statement contains incorrect information; otherwise, the statement will be deemed to be accurate and correct, and the Depository is not liable for any damages that may occur as a result of the Customer's failure to inform it of any inaccurate or incorrect information.

13. Should more than one person own the Customer Precious Metals, and there are thus multiple owners ("Owners"), all Customer Precious Metals shall be considered owned jointly and individually, as Joint Tenants with Rights of Survivorship, and not as Tenants in Common. Accordingly, each Owner shall be considered the agent for the other, and each is authorized to act individually under the terms and conditions of this Agreement, including exercising the authority to receive, deposit, withdraw, or transfer some or all of the Customer Precious Metals at any time. Upon the death of one Owner, the Customer Precious Metals shall become the absolute property of the surviving Owner(s), and the Depository is hereby directed and authorized to recognize the surviving Owner(s) as Owner of the Customer Precious Metals. The Owners individually and jointly hereby indemnify and hold the Depository harmless from any liability or damage it may incur from its compliance with this paragraph, including the delivery, deposit, withdrawal or transfer of the Customer Precious Metals. The terms

outlined herein shall inure to, and be binding upon, each of the Owners' heirs, executors, assigns, and administrators, as well as themselves.

14. All representations made to the Depository by the Customer are, to the best of the Customer's knowledge, true. The Customer's adherence to this Agreement and the Customer's performance hereunder are, and will be, in compliance with all applicable law.

15. The terms and conditions outlined herein constitute the entire agreement between the Depository and the Customer. Should any particular provision or provisions of this Agreement be determined to be unenforceable or invalid, such determination shall not affect the enforceability or validity of any other provision or provisions contained herein. The Depository may amend this Agreement upon thirty (30) days' prior written notice to the Customer.

16. This Agreement shall be governed by the laws of the State of Idaho. The jurisdiction and venue for any action arising out of this Agreement will be in the state and federal courts located in Idaho. The Customer appoints Idaho's Secretary of State as the Customer's agent for service of process for any action the Depository may bring against the Customer under this Agreement.

**I (We) hereby agree to the terms and conditions stated herein:**

**Storage Customer**

**Storage Customer**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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

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

**Money Metals Depository**

**Please remit contract and payments to**

Print Name: \_\_\_\_\_

Money Metals Depository, LLC

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

PO Box 2599  
Eagle, ID 83616

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

**MONEY METALS DEPOSITORY LLC**  
**Individual Depository Account Fee Schedule**

**Custody** — Each Customer’s Precious Metals will be physically held separate and apart from the precious metals of other customers. Precious Metals will, by default, be stored on the premises of the Depository in Eagle, ID. Metals may be stored physically on the premises of a sub-custodian at the discretion of the Depository, but with consent of the Customer. Safekeeping and Processing Fees for storage on the premises of a sub-custodian may be different than those published in the following table.

**Safekeeping Fees – Eagle, ID (Annualized)<sup>2</sup>**

<b>Market Value of Asset</b>	<b>Fee</b>
\$0 - \$14,999	\$96
\$15,000 - \$49,999	0.65% (.0065)
\$50,000 - \$249,999	0.55% (.0055)
\$250,000	0.45% (.0045)
\$1,000,000 & Above	Special

**Safekeeping Fee Calculations:** the rates listed above are annual charges; however, safekeeping fees are billed quarterly. Accordingly, the Quarterly safekeeping charge is determined by multiplying the market value of the Customer Precious Metals on the first day of the appropriate Quarter of the calendar year by the applicable safekeeping rate listed above, and the result is then divided by four to yield your Quarterly safekeeping charge. Charges are billed in advance for the quarter, based on the quarterly calculation described above, and are not refundable. Please note there are breakpoints that apply that will reduce the percentage fee for storage as the value of assets stored increase.

**Note:** For billing purposes, the value of the Customer Precious Metals held during the next billing period is the value on the first business day of the quarter of all certified coins as determined by the pricing hierarchy outlined immediately below,\*\* plus the total daily value of all precious metal bullion (determined by multiplying by the number of ounces of each metal type by the daily spot price for that metal on the first business day of the quarter).

A minimum safekeeping fee of \$24 will be charged for any three-month billing period in which Customer Precious Metals of any value are held.

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<sup>2</sup> This fee schedule is current as of 6/28/18 and is subject to change. Please visit [www.MoneyMetals.com/Depository](http://www.MoneyMetals.com/Depository) for current fee schedule.

**\*\*Certified Coin Market Pricing Hierarchy**—For Safekeeping invoicing purposes, Certified Coins are valued using prices obtained from the following sources in the order listed:

1. Grey Sheet Weekly
2. NumisMedia
3. Grey Sheet Monthly
4. Grey Sheet Quarterly
5. Blue Sheet Weekly PCGS Bid price (if PCGS coin), or NGC Bid price
6. Collectors Universe (CU) Certified Precious Metals Exchange (CAE) for Site Seen coins
7. CAE price for Site Unseen coins
8. PCGS Price Guide (from CU)
9. Value assigned when received

### **Asset Delivery**

Customers may instruct the Depository to prepare and arrange for the delivery of Precious Metals at the Customer's expense using the U.S. Postal Service, FedEx or other commercial courier, or via armored carrier, to an address specified, or for acceptance by the Customer or the Customer's designated agent. Upon receipt of the Customer's written instructions, and at the Customer's expense, the Depository will promptly process a request, package the Precious Metals, and have them delivered per Customer instructions.

### **Processing Fees**

A \$25 per package Processing Fee, plus any applicable postage, shipping, insurance charges or other charges imposed by the shipping company, will be assessed and included, when the Depository prepares Customer Precious Metals for shipment or for pick up.

No fee will be assessed for release of items involved in a transaction to sell metals to Money Metals Exchange or exchange metals with Money Metals Exchange, with one exception. The Depository may impose a \$10 per transaction Processing Fee if there are two or more transactions involving stored metals with a value less than \$1000 in a given month.

**Note: The Depository** may also charge other fees for additional services it may provide in connection with Customer Precious Metals storage from time-to-time, according to its then current service fee schedule.

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## Beneficiary Designation

Tell us who should receive the assets stored in your account at the time of your death. Your legal spouse will receive the assets unless otherwise directed.

Please print clearly and legibly.

### **Beneficiary 1**

Name \_\_\_\_\_

Relationship \_\_\_\_\_

Percentage \_\_\_\_\_%

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone # \_\_\_\_\_

### **Beneficiary 2**

Name \_\_\_\_\_

Relationship \_\_\_\_\_

Percentage \_\_\_\_\_%

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone # \_\_\_\_\_

Please list any additional beneficiaries on a separate page.

I (we), the undersigned, hereby designate the above beneficiaries in the event of my (our) death.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print: \_\_\_\_\_