

## AGREEMENT

### Agreement Number: G4Si/

THIS AGREEMENT, dated \_\_\_\_\_ is made by and between [*select relevant regional company and delete as applicable: G4S INTERNATIONAL LOGISTICS (UK) LIMITED / G4S INTERNATIONAL LOGISTICS (USA) INC / G4S INTERNATIONAL LOGISTICS (GERMANY) GMBH / G4S INTERNATIONAL LOGISTICS (HONG KONG) LTD / G4S INTERNATIONAL LOGISTICS (AUSTRALIA) PTY LTD / G4S INTERNATIONAL LOGISTICS (SOUTH AFRICA) PTY LTD / G4S INTERNATIONAL LOGISTICS (THAILAND) LTD / G4S INTERNATIONAL LOGISTICS (MIDDLE EAST) FZE / G4S INTERNATIONAL LOGISTICS (SINGAPORE) PTE LTD / G4S INTERNATIONAL LOGISTICS (SHANGHAI) CO LTD / G4S INTERNATIONAL LOGISTICS (SWITZERLAND) AG*] whose registered address is at [insert registered address of G4Si entity] ("**G4Si**") and [insert full name of Customer legal entity] (company number [ ]) whose registered address is at [insert registered address of Customer] ("**Customer**") (collectively the "**Parties**" and individually a "**Party**"). The Parties agree as follows:

1. The Customer may call for Shipments of Property at such locations and times as may be mutually agreed upon by the Parties, and G4Si shall store, guard and transport Shipments and deliver same in like condition to a designated consignee at such time and prices as are mutually agreed upon by the Parties. G4Si may in its discretion elect not to store, guard, transport and/or deliver any Shipment. A "**Shipment**" shall mean one or more Packages collected at any one place at any one time, which is or are for consignment for delivery to a single consignee. A "**Package**" shall mean any package, pallet, bag, container or receptacle of any kind holding the Property to be transported or, where bars of bullion or precious metal are being transported unpackaged, as is common market practice, a "Package" shall mean a single bar. "**Property**" shall mean precious metal, currency, coins, bullion, securities, bonds, share certificates, credit cards, debit cards, holograms, passports and other property or commodities. Customer shall pay G4Si for its services at prices agreed upon by the Parties from time to time.
2. Customer agrees to pay G4Si, within fifteen (15) days of presentation of periodic invoices, the prices for specific Shipments agreed to pursuant to Clause 1. Unless otherwise stated, prices quoted do not include any sales tax, value added tax, use, excise, property or other such taxes or duties that may be levied on the transaction by local, provincial, national or federal governments or public authorities. Any such taxes or duties which G4Si is required to collect from the Customer will be added to the invoice or billed separately to the Customer. In respect of invoices not paid in full within fifteen (15) days of the invoice date, Customer agrees to pay G4Si's costs of collection including reasonable legal fees and interest of one and one-half percent (1.5%) per month of the amount unpaid.
3. To the extent applicable, G4Si's acceptance of any Shipment shall be conditional upon the Shipment being in Packages appropriate to transportation of the kind of Property transported. G4Si shall not be obligated to receive any Package not prepared for transportation in a manner appropriate to the Property being transported. The Shipments shall be clearly labeled as to permit G4Si to determine that it is authorized to transport the relevant Property and shall include the consignor's and consignee's name and address, details of the Property being transported and, where appropriate, the stated value of each Package. Customer assumes responsibility for compliance, if applicable, with all laws, legislation, statutes, conventions, rules and regulations of any local, national or supranational public authority ("**Laws**") applicable to the Property being transported, including but not limited to those promulgated by any national environmental protection agency or similar state or public authorities relative to the transportation of hazardous materials or hazardous waste, and agrees to indemnify and hold G4Si harmless from and against any liability arising as the result of the failure of Customer to comply with such Laws. Customer warrants that it has the right to transport the Property and to place it in the custody of G4Si and agrees to indemnify and hold G4Si harmless from and against any liability arising in the event of Customer not having the right to transport the Property and/or place the Property in the custody of G4Si.
4. G4Si shall be responsible for the safe keeping of the Shipment commencing at the point stated in the service order or quotation, or in the event that there is no such stipulation in the service order or quotation, when the Property has been physically received by G4Si or its employees, officers, agents or representatives and G4Si has given written acknowledgement of receipt. Such responsibility shall terminate at the point as stated in the service order or quotation, or in the absence of such a stipulation when Property has been delivered to the consignee thereof designated by the Customer, or, in the

event of non-delivery, has been returned to the Customer.

5. Subject always to the terms and conditions hereof, G4Si agrees to assume entire liability for any physical damage to or physical loss of any Shipment or part thereof, howsoever caused during the period whilst G4Si is responsible for the Shipment pursuant to Clause 4 above, including hold-up, hijacking and its own negligence, (each, a "**Loss**") up to a maximum aggregate amount per Shipment of the lesser of USD \$ [insert amount] or such amount as stated in any relevant service order or quotation.
6. Nothing in this Agreement excludes or limits liability which cannot legally be excluded or limited, including liability for death or personal injury caused by G4Si's negligence or for G4Si's fraud or fraudulent misrepresentation.

7.1 In this Clause 7, "**Uninsured Risks**" shall mean:

- (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (b) radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (d) radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter unless it is a radioactive isotope (other than nuclear fuel) being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- (e) chemical, biological or electromagnetic weapons used in connection with an act of terrorism;
- (f) natural aging, gradual deterioration, inherent defect, rust or oxidization, moth or vermin;
- (g) any repairing, restoring, retouching or similar process;
- (h) aridity, humidity, exposure to light or extremes of temperature unless such loss or damage is caused by fire, lightning, explosion, storm, flood or earthquake;
- (i) loss or damage caused by any terrorist or any person acting from a political motive, to the extent not covered by G4Si's insurance;
- (j) war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or capture, seizure, arrest, restraint or detainment arising from any such risks, and the consequences thereof or any attempt thereat, to the extent not covered by G4Si's insurance;
- (k) derelict mines, torpedoes, bombs or other derelict weapons of war;
- (l) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

7.2 Notwithstanding anything herein contained, the liability of G4Si under or in connection with this Agreement, whether in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise, shall not extend to, and G4Si shall not be liable for:

- (a) loss, damage, liability or expense arising directly or indirectly caused by or contributed to by or arising from Uninsured Risks;
- (b) loss or damage consisting of breakage of articles of a brittle or fragile nature unless such breakage is caused by fire, lightning, theft or attempted theft, cyclone, tornado, windstorm, earthquake, flood, explosion, malicious mischief or overturning of conveyance;
- (c) loss or damage caused by or resulting from action taken by any government or public authority in hindering, seizure, destruction, confiscation, requisition, or nationalization under quarantine or customs Laws or by order of any government or public authority, or risks of contraband or illegal transportation or trade including, without limitation, under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES);

- (d) loss or damage arising directly or indirectly from any act or default of Customer, its employees, officers, agents or representatives;
- (e) loss or damage arising directly or indirectly from any debt of the Customer, failure on the part of the Customer to pay customs duties, failure on the part of the Customer to provide bond or security, or any financial cause on the Customer's part, whether under court order or otherwise;
- (f) loss or damage arising directly or indirectly from any failure by the Customer to comply in all respects with any Laws of any local, national or supranational public authority within whose jurisdiction the Property may be;
- (g) any consequential, special or indirect loss or damages; business interruption; delay, deterioration or loss of market; loss of production; loss of profit; loss of revenue; loss of contract; loss of or damage to goodwill; financial charges or interest.

7.3 G4Si will not be held responsible in any way for any loss, delay or damage resulting from any inaccuracy in the values or other information relating to a Shipment declared by the Customer, shipper or consignee to customs both at the origin or destination. The Customer takes full responsibility to declare the correct value and the details of the Property being transported. Any fines or penalties arising from false or incorrect declaration will be payable by the Customer or consignee and the Customer will indemnify G4Si against any costs, claims or liability arising from the same, including, without limitation, any legal or other costs which G4Si may incur in relation thereto. G4Si will only be responsible for the transportation and safe carriage of the Shipment. G4Si may make a declaration to customs, but any such declaration will only be based on the information given by the Customer to G4Si and the fact that G4Si has made such declaration shall not absolve the Customer from responsibility for the contents thereof.

8. G4Si shall not be liable for non- performance or delay due to circumstances beyond its reasonable control. G4Si shall promptly notify the Customer when such circumstances cause a delay or failure in performance and when they cease to do so. In such circumstances, G4Si may store the Shipment at the Customer's cost or return the Shipment to the Customer without any liability to the Customer save under Clause 5. G4Si does not warrant or guarantee any pickup or delivery times and such times are approximations or estimates.

9. In consideration of G4Si obtaining the cargo insurance coverage required pursuant to this Agreement and as a fundamental condition of G4Si providing services hereunder, the Customer agrees and understands that G4Si's liability for any loss of or damage to a Shipment or any part thereof (including any Property) whether in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise shall be further limited to the aggregate of (i) the amount of any insurance proceeds approved and paid by G4Si's insurance carrier described below and (ii) any insurance excess or deductible applicable to the relevant claim. The Customer agrees that it will not seek additional recovery from G4Si including, but not limited to, for any claims not approved by the insurance carrier, in whole or in part, or for claims in excess of the limits of G4Si's insurance policy. Without prejudice to the generality of the foregoing, the Customer understands and accepts that G4Si's insurance carrier will not provide cover, pay any claim or provide any benefit under an insurance policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose such insurance carrier to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America and the Customer accepts that G4Si shall have no liability for a Loss to the extent that insurance cover or any claim related to such Loss is denied by reason of the foregoing.

10. It is also understood and agreed by the Customer that none of G4Si's parent, subsidiaries and affiliates (save for any G4Si Affiliate providing services pursuant to Clause 24 below), and none of the respective officers, agents, representatives, directors and employees of G4Si or G4Si's parent, subsidiaries and affiliates shall be liable for any loss or damage sustained in connection with this Agreement, by virtue of their relationship with G4Si or the performance of or failure to perform the services contemplated hereunder in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise or for any other reason whatsoever. The liability of G4Si under Clause 5 constitutes G4Si's sole and exclusive liability to the Customer for loss of or damage to any Shipment or any part thereof (including any Property) and the Customer will have no other claim against G4Si of any kind in respect of such loss or damage, whether in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise. The Customer acknowledges that it is a fundamental condition of G4Si providing services

hereunder that the liability of G4Si, its parents, subsidiaries and affiliates (including the G4Si Affiliates) for loss of or damage to any Shipment or any part thereof (including Property) shall be limited as provided above and that the terms on which G4Si provides such services, including its prices, are entered into on the assumption that such limitation is reasonable and shall be effective.

11. The liability of G4Si for any Loss shall be the for carriage value as declared by the Customer or, where applicable, determined by the basis of valuation outlined in this Clause 11, subject always to the maximum aggregate limit of liability under Clause 5. The value of any Loss relating to Shipments of precious metal shall be determined by (i) the first London Market fixing price of such precious metal on the day following the day on which the Loss was discovered and reported to Customer by G4Si, or the day following the day on which the Loss was discovered and reported by Customer to G4Si multiplied by the applicable weight and (ii) any premium value which, as a reasonable industry practice, would also be included in determining such value. The value of any Loss relating to Shipments of securities, shall be expenses and/or charges incurred by the Customer in reprinting and obtaining the re-issue of the lost or damaged securities, provided however, that should such interest which was previously considered to be totally destroyed or irretrievably lost, be subsequently presented by third parties and ultimately honored by the issuer, G4Si will indemnify the Customer for the full face value of the said interest as honored by the issuer. The value of any Loss relating to credit cards, debit cards or holograms shall be the cost of manufacturing, embossing and forwarding to destination for all lost or damaged credit cards, debit cards or holograms.
12. Customer agrees that, where Property is packed into a sealed Package, G4Si shall not be liable for any loss or damage to the contents of any Package to the extent such loss or damage was caused by the negligent packing of such Package. G4Si shall have the right to refuse to accept any Package that is not properly packaged or sealed, provided that G4Si's acceptance of any Package shall not imply that G4Si accepts it has been properly packed or sealed.
13. G4Si will notify Customer promptly of any loss of or damage, of which it has knowledge, to a Shipment of part thereof during the period it is liable for such loss or damage.
14. As a condition precedent to recovery, Customer must notify G4Si in writing of any claim for Loss within ten (10) days after a Loss is discovered or should have been discovered exercising of due care and, unless such notice shall have been given, any such claim shall be deemed to have been waived. To the extent not in conflict with applicable Laws, no action, suit or other proceeding to recover for any such Loss shall be maintained against G4Si unless written notice shall have been given to G4Si as aforesaid and unless such action, suit or proceeding shall have been commenced within nine months of the discovery of such Loss by the Customer with respect to which action, suit or proceeding shall be brought. Within thirty days after giving of written notice of any claim for Loss, Customer shall furnish G4Si detailed written proof of loss or damage specifying date of shipment, name and address of consignee and consignor, and notice and description of the Shipment and the Loss alleged. Customer agrees to cooperate with and assist G4Si or its insurer in the investigation and recovery of such Loss. Upon payment of a Loss hereunder, G4Si or its insurance company shall be subrogated to all the Customer's rights and remedies of recovery therefor.
15. G4Si shall not be obliged to store, guard, transport or deliver any Shipments, Shipment or part thereof related to or arising from this Agreement, the aggregate value of which, including any other Shipments, Shipment or part thereof related to or arising from any other arrangement, would exceed the amount stated in Clause 5 herein or such amount as stated in the service order or quotation. However, upon written request by the Customer, G4Si may request additional insurance coverage from its insurers. Such additional insurance coverage shall be subject to higher prices, and the Parties must both agree such higher prices in writing before any such additional insurance coverage is implemented.
16. G4Si shall obtain and maintain, at all times during the term of this Agreement, insurance payable to G4Si in such amount and against such risks as shall adequately cover the maximum liability of G4Si set forth in this Agreement.
17. An original, executed certificate evidencing the insurance required pursuant to this Agreement is attached to the Customer's duplicate original as Exhibit A, and by executing this Agreement, the Customer confirms that it has reviewed and agrees with the terms of the certificate of insurance. Such certificate supersedes any certificate that may have been issued previously.

18. Each Party agrees for itself, its officers, directors, agents, servants, employees, successors and assigns to keep confidential any and all information obtained about the other Party (including without limitation information relating to the other Party's operations, personnel and security) except in the following circumstances: it is compelled to disclose such information by a court or government authority having jurisdiction or by applicable law; disclosure to its auditors or for the purposes of regulatory requirements; to its professional advisors on a confidential basis.
19. This Agreement shall be effective on [insert date] and shall remain in full force and effect for one year from such date and shall renew automatically thereafter for one year terms unless terminated by either Party giving the other Party written notice of such intention to terminate at least thirty (30) days prior to any anniversary date.
20. G4Si shall not use the Customer's name as a reference, in any promotional materials or in any advertising without first obtaining Customer's written permission.
21. All notices given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or by next working day delivery service at the following address (or such other address as is notified to the other Party from time to time):

**G4S INTERNATIONAL LOGISTICS (UK) LIMITED**

**CUSTOMER**

5<sup>th</sup> Floor, Sutton Park House

*[Insert Customer address for notices]*

*[Insert Customer address for notices]*

15 Carshalton Road, Sutton

SM1

4LD

United Kingdom

Any such notice shall be deemed to have been received: (i) if delivered by hand, on signature of a delivery receipt (ii) if sent by pre-paid first-class post, at 9.00 am on the fifth day after posting; (iii) if sent by next working day delivery service, at the time recorded by the delivery service. This provision does not apply to the service of any proceedings or other documents in any legal action.

22. The validity, construction and performance of this Agreement and all contractual and non-contractual matters arising out of it shall be governed by the laws of England and Wales and subject to the jurisdiction of the courts of England and Wales.
23. This Agreement together with any agreed quotation or service order comprises the entire contract between the Parties and supersedes all previous agreements, statements, promises, warranties, representations and understandings between them relating to its subject matter. Each Party acknowledges that it does not rely on and shall not have any remedy in respect of any statement, representation, promise or warranty (whether made innocently or negligently) that is not set out in this Agreement, save for any statement, representation, promise or warranty set out in any agreed quotation or service order. Any different or additional terms and conditions or any document generated shall be of no force and effect unless specifically agreed to in writing by both the Customer and G4Si. No modification of this Agreement will be effective unless in written form executed by both the Customer and G4Si. No waiver by either Party of any breach of any provision herein shall constitute a waiver of any other breach or of such provision.
24. During the term of this Agreement any of the following G4Si affiliates: G4S International Logistics (UK) Limited, G4S International Logistics (USA) Inc, G4S International Logistics (Germany) GmbH, G4S International Logistics (Hong Kong) Ltd, G4S International Logistics (Australia) (Pty) Ltd, G4S International Logistics (South Africa) (Pty) Ltd, G4S International Logistics (Thailand) Ltd, G4S International Logistics (Middle East) FZE, G4S International Logistics (Singapore) PTE Ltd, G4S International Logistics (Shanghai) Co Ltd, G4S International Logistics (Switzerland) AG (each a "**G4Si Affiliate**") may agree directly with the Customer to store, guard, transport and/or deliver a Shipment,

in which case, unless the G4Si Affiliate and the Customer agree otherwise in writing: (i) the Shipment (together with any related quotation or service order) shall be subject to the terms and conditions of this Agreement (and G4Si confirms that in relation to any such Shipment the G4Si Affiliates submit to the obligations of G4Si under this Agreement as well as being entitled to enforce rights in accordance with (ii) below); and (ii) the relevant G4Si Affiliate shall be entitled to enforce the rights of G4Si (including any limitations and exclusions of liability) under this Agreement for their own benefit in relation to any such Shipment.

25. No third party may enforce any term of this Agreement, save that (i) a G4Si Affiliate may enforce the terms of this Agreement in accordance with Clause 24 above; and (ii) G4Si and G4Si's parents, subsidiaries and affiliates and the employees, directors, officers, agents and representatives of G4Si and G4Si's parents, subsidiaries and affiliates may enforce Clause 10 above. The rights of G4Si and the Customer to rescind or vary this Agreement are not subject to the consent of any other person.

26. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Signed on behalf of [select relevant regional company and delete as applicable: G4S INTERNATIONAL LOGISTICS (UK) LIMITED / G4S INTERNATIONAL LOGISTICS (USA) INC / G4S INTERNATIONAL LOGISTICS (GERMANY) GMBH / G4S INTERNATIONAL LOGISTICS (HONG KONG) LTD / G4S INTERNATIONAL LOGISTICS (AUSTRALIA) PTY LTD / G4S INTERNATIONAL LOGISTICS (SOUTH AFRICA) PTY LTD / G4S INTERNATIONAL LOGISTICS (THAILAND) LTD / G4S INTERNATIONAL LOGISTICS (MIDDLE EAST) FZE / G4S INTERNATIONAL LOGISTICS (SINGAPORE) PTE LTD / G4S INTERNATIONAL LOGISTICS (SHANGHAI) CO LTD]

By: (Print Name) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signed on behalf of [insert name of Customer legal entity]

By: (Print Name) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_