

TERMS AND CONDITIONS OF VAULT LICENCE

1. Definitions

1.1 In this Agreement the following terms have these meanings:

Account Type means the type of account established:

Individual Account means one licensee ultimately controls the account; *Joint Account* means there are two licensees who equally control the account; *Company Account* means an account controlled by a business with an ABN and or ACN that may have one or two licensees controlling the account; *Self-Managed Super Fund (SMSF) Account* means an account controlled by a duly set up and registered self-managed super fund that may have one or two licensees controlling the account.

Agreement means the licence agreement between the Licensee and the Company as set out in clause 2.1.

Application Form means the form entitled 'Guardian Vaults Application for an Individual Account, Joint Account, SMSF, Trust or Company Account' required to be completed in full, to open an Account. It also includes the form entitled 'Application for a Nominated Registered Person'.

Business Day means a day other than a Saturday, Sunday or public holiday at the location of the Premises.

Cold Storage Wallet means an offline physical storage medium containing a crypto asset private key.

Company means the company listed in the Key Information table and its parent company Guardian Vaults Holdings Pty Ltd (ACN 138 618 176).

Company Rules means any rules published by the Company in accordance with clause 4.

Deposit means the refundable deposit paid by the Licensee in accordance with clause 10.

Electronic Pin Code means an electronic password (numerical or otherwise) that enables access to the Vault.

Fees means any payment the Licensee is required to pay pursuant to the Agreement.

Fob means an individualised security tag to the Vault provided to the Licensee in accordance with clause 14.

GST has the meaning given by section 195-1 in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended.

Identification Requirements means the requirements set out in clause 15.

Key means an access key to the Vault provided to the Licensee in accordance with clause 14.

Key Information Table means the table of key information set out in the Terms.

Licence Fee means the fees determined by the Company and notified to the Licensee from time to time as set out in the Price List.

Licence means the licence granted by the Company to the Licensee in clause 3.1.

Licensee means the party listed in the Key Information Table as a Licensee.

Nominated Registered Person means a person nominated by the Licensee in accordance with clause 5.2.

Payment Schedule means an agreed schedule of periodic payments for the Licence Fee in accordance with clause 11.4.

Period means the period in which the Company grants the Licence to the Licensee as agreed between the parties.

Permitted Use means the use of the Vault by the Licensee in accordance with clause 3.3.

Personal Information has the meaning given in the Privacy Act.

Premises means the premises at which the Licensee's Vault is located.

Price List means the Company's list of Licence Fees as varied from time to time.

Privacy Act means the *Privacy Act 1988* (Cth) as amended.

Privacy Policy means the Company's privacy policy found on the Company's website as varied from time to time.

Schedule of Additional Charges means the list of additional charges payable by the Licensee to the Company as varied from time to time.

Sensitive Information has the meaning given in the Privacy Act.

Start Date means the day the Agreement is entered into by the Licensee as listed in the Key Information Table.

Termination means the termination of the Agreement pursuant to clause 12 or otherwise.

Terms means the terms in this document as varied from time to time.

Vault means the Licensee's numbered safe deposit box or bullion safe licensed from the Company with the number as set out in the Key Information Table.

1.2 Interpretation

(a) Words importing the singular number include the plural and vice-versa and words importing any gender include all other genders.

(b) Headings are for reference only and shall not affect the construction of this Agreement.

(c) A reference to a party if more than one is to them jointly and severally.

(d) A reference to any party includes such party's executors, administrators, successors and permitted assigns as the case may be.

(e) Any reference to a statute ordinance code or other law, includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements.

(f) Any reference to "dollars" or "\$" is a reference to Australian currency.

(g) The expression "person" shall include a natural person, business, company, trust, self-managed super fund, public body or organisation.

(h) The words "written" and "in writing" include any means of visible reproduction of words in a tangible and permanently visible form.

(i) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

(j) A reference to any document or agreement includes references to such document or agreement as novated, supplemented, varied or replaced from time to time.

(k) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.

(l) If any day appointed or specified by this Agreement for the performance of any obligation or the fulfilment of any condition, falls on a Saturday, Sunday or public holiday in the location of the Vault, the day so appointed or specified shall be deemed to be the day next following the day so appointed or specified which is not in turn a Saturday, Sunday or day so appointed as a public holiday.

2. Agreement

2.1 The Licensee and the Company agree that this Agreement consists of the following documents (in descending order of precedence to the extent of any inconsistency): these Terms, the Key Information Table, the Application Form, the Price List, the Schedule of Fees, the Company Rules and the Privacy Policy.

2.2 The Licensee acknowledges and confirms receipt of copies of all documents referred to in clause 2.1.

2.3 If the Account Type is a Company Account, then the licensee(s) must be a director of the licensee company as proven by a current ASIC search provided with the completed Application Form.

2.4 If the Account Type is a Self-Managed Super Fund Account, then the licensee(s) must be the trustees of the trust as proven by a copy of the Trust Deed.

2.5 No statements oral or otherwise made by the Company or its employees form part of this Agreement.

2.6 All terms in this Agreement are severable and subject to change from time to time without notice.

2.7 In the event that the terms of the Agreement are updated, the Company will give notice to the Licensee of the changes. The

current version of this Agreement can be found on the Company's website.

3. Licence

- 3.1 From the Start Date, the Company grants a limited, exclusive, non-transferrable licence to the Licensee to use the Vault for the Permitted Use for the Period. The Licensee must not assign, sublet or charge its rights under this Agreement.
- 3.2 If the Licensee does not terminate the Agreement in writing to the Company before the end of the Period, the Agreement will renew for a further Period upon which, the Licensee will be liable for all new Fees, including but not limited to a new Licence Fee. The Company reserves the right, at its sole discretion, to not renew the Agreement.
- 3.3 The Licensee must not use or permit the Vault to be used for the deposit of anything illegal, noxious, poisonous, corrosive, liquid, inflammable, explosive or unstable, nor any guns, weapons, ammunition, chemicals, drugs, plants or plant materials, nor any living organism or any other substance or material which may be the subject of any ban, embargo or import restriction, nor any proceeds of drug trafficking, nor anything which is otherwise unlawful or which has or may be used in any act of terrorism or which will or may cause any harm whatsoever to any person, premises or place including (without limitation) to the Vault or to any Company property, employees, agents, contractors, customers or visitors to the Company or if storing a Cold Storage Wallet the Licensee must not store any associated password or access code in the same Vault.

4. Company Rules

- 4.1 The Licensee agrees to observe the Company Rules relating to, including but not limited to, access to and opening and closing of the Vault, identification of the Licensee, security and generally concerning the conduct of the Vault.
- 4.2 Failure to comply with the Company Rules may result in, but not be limited to, the Licensee being escorted from the Premises, the confiscation of any item in breach of the Company Rules, or loss of access to the Vault for a period of time determined by the Company.
- 4.3 The Company shall display such rules at the Company premises or provide them to the Licensee and may alter such rules from time to time without notice.

5. Access to Vault

- 5.1 Access to the Vault by the Licensee is subject to the Company Rules. The Licensee will not be permitted to access the Vault except in the presence of the Company's appointed staff. The Licensee will not be permitted to access the Vault if the Licensee is in arrears of payments due to the Company or has breached this Licence in any way.
- 5.2 Except as provided in the Agreement, the Licensee agrees that no person other than the Licensee shall access the Vault. The Licensee may nominate a Nominated Registered Person to have access to the Vault either solely or jointly with any other person provided that such nominee is firstly approved by the Company and otherwise meets the Company's requirements. The Licensee acknowledges that any such Nominated Registered Person shall be able to access the Vault and add or remove its contents to the same extent as the Licensee but will not be able to nominate additional or remove current Nominated Registered Persons, restrict access to the Vault, terminate the License, or have any other control that the Licensee has pursuant to these Terms.
- 5.3 The Licensee may remove a Nominated Registered Person by notice in writing to the Company.
- 5.4 The Identification Requirements must be met before access to the Vault will be granted and access may be denied if the Identification Requirements are not met.
- 5.5 As the Premises are a secure facility, the Company may regulate access to the Vault as it deems reasonable. This includes but is not limited to:
 - (a) refusing access to any or all Licensees or Nominated

Registered Persons as the Company, in its sole discretion, deems necessary;

- (b) excluding any person from the Premises who is not registered to an active account, known to the Company or does not comply with the Company Rules or this Agreement, whether or not if prior notice has been given, including, for example, if the Licensee is in arrears or any other moneys are outstanding;
 - (c) excluding any person from the Premises who otherwise interferes with the security, safety or enjoyment of the Premises;
 - (d) suspending access to the Premises for operational reasons, including for example, to facilitate secure transport and/or delivery arrangements;
 - (e) suspending, restricting or otherwise regulating access to the Premises as required by a warrant, court order, or otherwise by law, or for any other reason the Company may determine in its absolute discretion; or
 - (f) restricting or suspending access to the Vault if the Licensee does not have its Fob.
- 5.6 If at any time there is more than one person with rights to access the Vault and the Company is requested by one (or more, but not all) person to change or restrict access without the approval of all Licensees or otherwise becomes aware of a dispute between the Licensees or Nominated Registered Persons, then the Company may refuse access to all Licensees, Nominated Registered Persons or other persons with access rights until such time as all the Licensees provide joint instructions to the Company. This does not limit the operation of clause 7 or any other rights of the Company.
 - 5.7 Except as set out in clause 5.5 and 5.6, access to the Vault is available to Licensees during the times posted at the Company's Premises as may be altered from time to time.
 - 5.8 All costs associated with the Company's actions pursuant to clause 5.5 and 5.6 including, but not limited to, sending correspondence, obtaining legal advice and administrative time spent dealing with the dispute, are to be paid by the Licensee.

6. Insolvency, Incapacity or Death of the Licensee

- 6.1 In the event the Company has been furnished with reasonable proof that the Licensee has become insolvent, incapacitated or has died and the property of the Licensee has become vested in a trustee or some public or statutory official (**Trustee**) the Company may allow the Trustee access to the Vault to remove the contents thereof without being responsible for loss to the Licensee.
- 6.2 The receipt of the Trustee shall be a full and complete discharge to the Company for all contents of the Vault. In the event of the bankruptcy, liquidation or winding up the Licensee shall notify the Company immediately and this Licence shall at the discretion of the Company be terminated.

7. Cooperation with Law Enforcement & Lawful Suspension of Services

- 7.1 The Company may comply with a requirement for access to the Vault arising from an order of a court or other judicial or administrative body, statutory notice or demand, or request made by any police officer, taxation officer or other officer of Australia or a State or Territory.

Please Note:

This means that the Company may be required to allow access to the Vault to State or Federal Government officials, including (but not limited to) the following agencies:

- State Police
- Australian Federal Police
- Australian Crime Commission
- Officers of State Courts, Federal Courts and Courts of other States and Territories.

The Company cannot legally refuse to comply with a search warrant, a court order, or similar lawful demand.

- 7.2 After giving such access, the Company may permit the removal of all or any part of the property held in the Vault without notice to you. The Company will not be liable to you for any damage to, or removal of property, nor any consequential action taken by or against the Licensee following access, in these circumstances.
- 7.3 If any other demand (other than a demand under clauses 6 or 7.1) for access to the Vault is made to the Company and the Company is unable (after reasonable attempts being made) to contact the Licensee, the Company may in its reasonable discretion comply with the demand and will not be liable to the Licensee for any loss whatsoever.
- 7.4 Pursuant to clause 9, any costs or expenses incurred by the Company in complying with this clause, or in investigating or considering any demand made to the Company in the circumstances of this clause (including without limitation, legal costs) will be due and payable by the Licensee as a debt, on demand by the Company.
- 7.5 Other than the circumstances outlined in clauses 6 or 7, or as otherwise required by law, the Company will not knowingly permit any person to access the Vault other than the Licensee or a Nominated Registered Person.
- 7.6 The Licensee indemnifies and holds the Company harmless in respect of any action taken by the Company under this clause 7.

8. Loss or Damage or destruction to the Contents of Vault

- 8.1 The Licensee acknowledges that the Company makes no guarantee as to the regulation of temperatures or atmospheric conditions which may affect or cause damage to items in the Vault that require controlled conditions including but not limited to artworks, wine and wooden instruments.
- 8.2 The Licensee accepts and bears all risk for storage in and the contents of the Vault. It is the responsibility of the Licensee to ensure that the contents are adequately insured. The Company will exercise ordinary care and diligence in safeguarding the Vault and the contents thereof but shall not be liable for any loss or damage or destruction any safe deposit box, safe or all other secure storage provided by Company including but not limited to the Vault or the contents thereof howsoever caused, including but not limited to burglary, theft, fire, explosion, water, natural disaster, electricity failure, change in atmospheric conditions, interruption to or failure of services, civil unrest or military action, improper storage, or any other reason whatsoever including acts or omissions, deliberate or negligent on the part of the Company or persons under its control or third parties.
- 8.3 In no event is the Company liable to the Licensee or to any other person for any non-property related damage (being 'indirect' or 'consequential' loss), including but not limited to any loss of data, profits, revenue, turnover, sales, production, anticipated savings, goodwill, business opportunities or contracts, or any other economic loss whatsoever (whether direct or indirect) arising out of or in connection with the Agreement.

9. Fees

- 9.1 The Licensee is liable to the Company for the Licence Fee as listed in the Price List, which must be paid on or before the Start Date and, in the event of any extension or renewal of the Agreement, by the date notified by the Company.
- 9.2 The Company may change the Licence Fee from time to time. In the event of any price increase, the Company will notify the Licensee when the Agreement comes up for renewal. The Licensee acknowledges receipt of the Schedule of Additional Charges from the Company setting out the other additional Fees that may be applicable as at the date of this Agreement. A copy of the Schedule of Additional Charges is available upon request.
- 9.3 All Fees as notified from time to time are payable in advance. If the Agreement is terminated by the Licensee prior to the expiration of the Period, the Company is not obligated to

refund or reimburse any Fees or Licence Fee paid in advance to the Licensee. It is at the Company's discretion to refund any monies paid on a case by case basis.

- 9.4 All other Fees and charges that may be payable by the Licensee at any time, whether in relation to additional services or other charges which may from time to time be incurred, are set out in the Schedule of Additional Charges. The Price List and Schedule of Additional Charges are amended periodically. Prices for rental of safe deposit boxes, locked boxes, secure packages, bullion safes and strong rooms are as stated in our Price List. Available from request to our office or published on the Company's website.
- 9.5 The Licensee shall be liable for any Government taxes, charges or costs that may be levied on the Vault or use thereof from time to time including but not limited to any GST, Stamp Duty or other Government taxes, charges or costs. Unless otherwise stated, the Licence Fee and all other Fees and charges are exclusive of GST.

10. Deposit

- 10.1 The Licensee is liable to the Company for the Deposit, which must be paid on or before the Start Date. Subject to these Terms, the Deposit is refundable on Termination, provided the Licensee returns intact to the Company all the Keys, Electronic Pin Codes and Fobs for the Vault, and all monies owing to the Company under the Agreement have been paid in full.
- 10.2 In the event a Key, Electronic Pin Code, Fob or replacement Fob has been lost or damaged and is not returned to the Company upon Termination, upgrade or downgrade of boxes or safes with electronic codes, the Licensee waives its right to recover the Deposit.

11. Payment

- 11.1 All payments can only be made by payment schedule, credit card, EFTPOS or BPAY. The Company will not treat any amount due and owing at any time as paid until it is in receipt of cleared funds for the total amount owed.
- 11.2 The Company will issue the Licensee with an invoice detailing all services agreed and the amount due. The Licensee has 28 days to make payment for the renewal of the License. If a payment has not been received by the due date of a renewal invoice being issued or any other invoices for payment by the Company, the Company reserves the right to issue a notice of Termination pursuant to clause 12.
- 11.3 Where the Licence Fee or applicable Fees are not paid by the Licensee pursuant to clause 9.1, the Company reserves the right to suspend the Licence and restrict access to the Vault until such time as the outstanding monies are paid. The Licensee may incur a failed or rejected payment fee which is outlined in the Schedule of Additional Charges. Partial payments made towards any outstanding balance will be applied in the following order:
- any applicable Fees; and
 - the Licence Fee.
- 11.4 The Licensee may elect to pay the Licence Fee by way of a Payment Schedule by completing a direct debit authorisation form required by the Company to automatically debit payments according to the selected schedule. Payment Schedules will only incur an additional fee dependant on the selected payment method related to the payment type, as outlined in the Schedule of Additional Charges.
- 11.5 In the event that an automatic debit payment is unsuccessful, you will be charged a failed or rejected payment fee which is outlined in the Schedule of Additional Charges.
- 11.6 Payment Schedule details can only be rectified, changed or updated by the completion of a new direct debit authorisation form. A direct debit authorisation form will be provided upon request.

12. Termination of Licence

- 12.1 The Licence will end on the earliest of:

- (a) the expiry of the Period, upon written notice that by the Licensee that the Licensee does not wish to renew the Agreement;
 - (b) 14 days after written notice is given by the Company or the Licensee;
 - (c) immediately on notice in writing to the Licensee in the event that the Company becomes aware of or reasonably suspects that the Licensee is in breach of clause 3.3 of the Terms; or
 - (d) the exercise by the Company of its rights under clause 6.2.
- 12.2 Upon Termination, the Licensee accepts full liability for the contents of the Vault and must:
- (a) remove the contents of the Vault;
 - (b) relinquish to the Company the keys or codes to the Vault; and
 - (c) pay all outstanding Licence Fees and any other moneys owing to the Company.
- 12.3 In the event that the Licensee upon Termination of the Licence fails to give up possession of the Keys, Fobs or codes to the Vault, the Company shall be empowered after three months from the date of the Termination to open the Vault and to remove the contents there from and to hold such contents, at the Licensee's expense, until the Licensee has paid all outstanding moneys and any reasonable expenses incurred in opening the Vault, changing its lock and keys/code and for holding the contents after removal from the Vault.
- 12.4 Termination is without prejudice to any accrued rights of the Company.
- 12.5 Upon termination for any reason, the Licensee will immediately be deemed to not be covered by the Policy provided pursuant to clause 20.

13. Release and Disposal of Contents

- 13.1 The Company reserves the right to dispose of the contents of the Vault opened pursuant to clause 12.3 by posting or delivering the contents to the last known place of address of the Licensee or alternatively placing the contents in any other place for safekeeping by the Licensee. The Company shall be under no liability for the safety of the contents from the time of opening of the Vault.
- 13.2 The Company may in its discretion sell or dispose of the contents pursuant to Part 4.2 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic) or the *Uncollected Goods Act 1995* (NSW), as applicable, and apply the proceeds of sale firstly towards payment of any outstanding licence fees and other expenses and secondly refund any balance to the Licensee.

14. Keys and Security Tag

- 14.1 Two Keys are made for each Vault which are individually coded and cannot be copied. The Company will give the Keys and a Fob to the Licensee at the time of opening the account. The Licensee is responsible for the safe-keeping of the Keys and Fob at all times.
- 14.2 The Company does not retain a key or any copy of the Keys to enable access to the Vault. The Company cannot access the Vault once the Keys have been released to the Licensee without drilling the lock.
- 14.3 For security reasons, the Licensee will not be permitted to access the Vault without a Key and Fob.
- 14.4 The Licensee is not entitled to make or have made nor entitled to allow any other person to make or have made a copy of the Keys or any of them.
- 14.5 The Fob cannot be given to any other person, including another Licensee or Nominated Registered Person.
- 14.6 The Keys and Fob remain the property of the Company at all times.
- 14.7 The Licensee must notify the Company in writing immediately in the event that the Keys are misplaced or lost. In such circumstances, the Company will drill the lock to the Vault in the presence of the Licensee and install a new lock with new

Keys subject to the prior payment for the relevant costs as set out in the Schedule of Additional Charges. The Licensee must make an appointment with the Company to attend the opening of the Vault by the locksmith. The Vault will not be opened without the Licensee being present.

- 14.8 The Licensee will pay to the Company the fees from time to time determined by the Company as set out in the Schedule of Additional Charges for drilling, repairing, changing, altering or renovation of any Key or lock or to replace any lost or inoperative Key, Fob or lock to a Vault.
- 14.9 Valid original government issued photographic identification must be presented for a Fob or replacement Fob to be issued and access granted.

15. Identification Requirements

- 15.1 The *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and any applicable statutory rules (**AML/CTF Act**) was introduced to reduce the risk of money laundering or terrorism financing behaviours being conducted in Australia, aligned with the standards set out by the FATF. The Company, along with other organisations (including financial institutions), must verify the identity of the Licensee, Nominated Registered Persons, and in certain circumstances, the beneficial owners of companies, trusts, self-managed super funds, partnerships and incorporated associations.
- 15.2 The Licensee and any Nominated Registered Persons are required to complete the current Application Form, which includes the Identification Requirements. These requirements are enforced to:
- (a) ensure that all Licensees and Nominated Registered Persons are properly identified through a documented process; and
 - (b) verify the identity of the Licensee, Nominated Registered Persons, and in certain circumstances, the beneficial owners of companies, trusts, self-managed super funds, partnerships and incorporated associations using reliable electronic and independent documentation.
- 15.3 The Identification Requirements comply with the AML/CTF Act and the Privacy Act as set out in clause 16.

16. Privacy and Confidentiality

- 16.1 All information supplied to the Company at any time is treated as confidential by the Company. The Company will not disclose any such information to any third parties except as authorised by the Licensee or as otherwise provided for in the Agreement or required by law. The Company will take all proper and reasonable steps to maintain the confidentiality of such information during the Period.
- 16.2 The Company is not responsible for the disclosure, loss or theft of any such information or any documentation or materials containing any such information where the subject matter was at that time already in the public domain.
- 16.3 From time to time, the Company may be required to disclose information to third parties pursuant to clauses 6 or 7 of the Terms and may lawfully do so without being in breach of clause 16 or any other duty which the Company owes to the Licensee.
- 16.4 The Licensee is responsible for the safety of the Keys and Fobs and to keep secret any Electronic Pin Codes associated with the Vault. The Company is not responsible for any consequences (of whatever nature) arising from the loss of the Keys or Fobs or from the disclosure of such Electronic Pin Codes.
- 16.5 The Privacy Act governs the rights of individuals in relation to their Personal Information and Sensitive Information. The Company is bound by the provisions of the Privacy Act.
- 16.6 Personal information that the Company obtains from a Licensee is used for the purposes of:
- (a) administering the Licensee's account;
 - (b) the proper performance of the Company's obligations in the Agreement;
 - (c) maintaining accounts records, tracing and verification in

accordance with the Company's security procedures; and
(d) complying with the Company's obligations under the AML/CTF Act.

16.7 The Licensee authorises the Company to:

- (a) use its personal information for the purposes set out in clause 16.6 and such secondary purposes as permitted under the Privacy Act;
- (b) to pass on such of this information as may be required from time to time in connection with the recovery of any partly or wholly unpaid debts; and
- (c) disclose its personal information to any of the Company's associated entities from time to time, including any subsidiary or holding company as defined in the *Corporations Act 2001* (Cth).

16.8 The Company will not otherwise transfer the Licensee's personal information to third parties save as permitted under the provisions of the Privacy Act or as required by law.

16.9 If the Licensee wishes to make a request for access or correct any of its personal information, held by the Company, or have any queries relating to data protection, the Licensee must give notice in writing to the Company.

16.10 For further information on the Company's handling of personal and sensitive information, please see the Company's Privacy Policy which can be found on the Company's website.

17. Box

17.1 The Licensee may request the Company to provide a metal box of a size equivalent to the size of the Vault for the purpose of containing the contents of the Vault. The Company may supply such box at no charge provided that the Licensee does not remove the box from the Vault other than in the course of examining its contents.

17.2 The Company cannot guarantee the availability of timeframe in which a specific box size may be available for an upgrade or downgrade. The Licensee may request in writing to the Company to be placed on a waiting list for a specific box size.

18. Notices

18.1 Any notice to be given by either party to the other shall be deemed to be given if such notice is in writing and delivered to the other party and shall be deemed to have been duly served 4 (four) Business Days after posting in the case of an address in Australia and 14 (fourteen) Business Days after posting in the case of an address outside of Australia.

18.2 In the case of notice to the Licensee the Licensee's address appearing in the records of the Company shall constitute the proper address for service of any notice.

18.3 In the case of notice to the Company the Company's proper address for service of any notice is:

- Postal Address: Guardian Vaults Melbourne, 100 William Street Melbourne VIC 3000
- Email Address: melbourne@guardianvaults.com.au

19. Competition and Consumer Act

19.1 The Licensee agrees that:

- (a) no reliance is made on any warranty, statement or representation given, made or implied, by or on behalf of the Company;
- (b) to the fullest extent possible at law, they waive any cause of action, legal rights or recourse they may otherwise have under or as a result of *Competition and Consumer Act 2010* (Cth).

19.2 The Company and the Licensee agree that to the extent that damages arising from liability under the *Competition and Consumer Act 2010* (Cth), the Company's liability is limited to either:

- (a) further supply of a Vault equivalent to that undertaken by the Company as set out in the terms and conditions in this agreement; or
- (b) the payment of the cost for further supply of a Vault equivalent to that undertaken by the Company under the terms and conditions in this agreement.

20. Insurance

20.1 Notwithstanding the contents of clause 8 of the Terms, the Company agrees to be liable for loss or damage to the contents of the Vault on the conditions set out in this clause 20.

20.2 The Company has taken out an insurance policy (**Policy**) in its name to facilitate its payment obligations under this clause.

20.3 The Company's obligations under this clause are subject to the following limitations and conditions:

- (a) the Policy is subject to terms, conditions and exclusions which may change from time to time without notice. The Company will on request assist the Licensee to obtain a copy of the relevant terms, conditions and exclusions applicable at that time from the Company's insurer;
- (b) if loss or damage occurs to the contents of the Vault, and such loss or damage is of a kind covered by the Policy, the Company will on request and at the Licensee's expense use its reasonable endeavours to make a claim under the Policy and/or where appropriate, to allow the Licensee to contact the insurer directly;
- (c) the Company's liability to the Licensee under this clause is limited to paying the proceeds of any successful claim under the Policy to the Licensee (up to a maximum of \$10,000 or such other limit determined by the Company from time to time), less the reasonable expenses of the Company in making the claim, and any other moneys owing to the Company by the Licensee;
- (d) the Company has no liability to the Licensee under this clause or otherwise if the Company's claim under the Policy is rejected by the insurer, or if the Policy is otherwise unavailable for any reason;
- (e) the Company does not provide any warranty or assurance to the Licensee that loss or damage to the contents of the Vault will be covered by the Policy, that a claim under the Policy will be accepted, or that the proceeds of any successful claim under the Policy will be sufficient to compensate the Licensee for its loss; and
- (f) if the Company significantly alters the Policy, or cancels the Policy, the Company will notify the Licensee by posting a notice at the Company's Premises for at least fourteen (14) days thereafter. If the Policy is cancelled for any reason, the Company's obligations to the Licensee under this clause cease immediately.
- (g) The liability cover offered specifically excludes cover for any form of Cold Storage Wallet or Crypto Currency.

21. Ownership of Vault Contents

21.1 Title to and ownership of the contents deposited by the Licensee in the Vault from time to time remains with the Licensee at all times.

21.2 Notwithstanding the Vault being located at the Company's Premises, the Company does not take possession of the contents of the Vault, whether as consignee, bailee or otherwise. The Company does not otherwise have any right to the contents of the Vault that is capable of being exposed or made available to the creditors (including financiers) of the Company.

21.3 This clause does not limit the rights of the Company to regulate access to the Vault, or otherwise to exercise the rights under the Agreement.

22. General

22.1 Joint and several liability

For the avoidance of any doubt, all Licensees named in the Agreement are parties to the Agreement and are jointly and severally liable in respect of all their obligations arising under it. This means that all Licensees are responsible for performing the obligations under the Agreement and all Licensees are liable in the event of any breach of them made by any Licensee.

22.2 Waiver

No failure or delay by the Company to enforce any of the terms of the Agreement at any time shall amount to a waiver or release of any of them and shall be without prejudice to any subsequent requirements or action.

22.3 Closure/Relocation

In the event of any permanent closure or relocation of the office where the Vault is situated the Company will (save in exceptional circumstances or where action must be taken immediately due to circumstances beyond the Company's control, such as following fire or structural damage) notify the Licensee as soon as reasonably practicable in advance.

22.4 Jurisdiction

(a) The Agreement and these Terms and any dispute or

claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the associated law of the State of Victoria or the State of New South Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria and New South Wales based on the leased storage location.

(b) For the avoidance of doubt, we do not accept the authority of any judgement, order, notice or instruction of any authority not having jurisdiction in Australia.

KEY INFORMATION TABLE

Company:	Guardian Vaults Melbourne Pty Ltd (ACN 160 295 063) Guardian Vaults Sydney (ACN 160 295 054)
Date of Agreement:	
Vault Number:	
Premises:	100 William Street, Melbourne 55 Collins Street, Melbourne 271 Collins Street, Melbourne 151 Castlereagh Street, Sydney
Licensee(s)	

EXECUTED for and on behalf of **THE COMPANY** by being signed by the following authorised officer:

.....
Signature of Authorised Officer

.....
Name and Capacity of Authorised Officer (*please print*)

EXECUTED by the **LICENSEE(S)**:

.....
Signature of Licensee 1

.....
Signature of Licensee 2

.....
Name and Capacity (if relevant, e.g. Trustee) of Licensee 1
(*please print*)

.....
Name and Capacity (if relevant, e.g. Trustee) of Licensee 2
(*please print*)

OR

EXECUTED by the **LICENSEE** in accordance with the)
Corporations Act 2001 (Cth):)
)

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director (*please print*)

.....
Name of Director/Secretary (*please print*)