

Private Vault Custody Agreement

This Private Vault Custody Agreement (the "Agreement"), as amended from time to time, is effective as of the date you first clicked agree to enroll with VaultMax, LLC or via the website of any of its third-party licensees, or as of the date you first began using VaultMax services. This is an agreement between the owner of the vaulted assets ("You") and VaultMax, LLC, an Idaho limited liability company doing business in the State of Idaho (the "Vault"). You hereby direct and authorize the Vault to store tangible assets in your name (the "Account"), including those purchased from or through SOUNDMONEY® and delivered to the Vault. These vaulted assets may include, but are not limited to, precious metals bullion such as coins, bars, plates, grains, powder or other industrial forms, collectible numismatic coins, currency and/or banknotes, or other tangible assets ("Assets") that the Vault may agree to hold for you (the "Vaulted Holdings"). By completing, executing, and returning this Agreement to the Vault, or by purchasing Assets through SOUNDMONEY for storage in the Vault, You acknowledge and agree that You have read and understand, and agree to be bound by and comply with the terms and conditions of this Agreement, which govern the Vault's duties and obligations in connection with the storage of the Vaulted Holdings.¹ You acknowledge and agree that the Vault may amend and update the terms of this Agreement from time to time, as published on its website.

Terms and Conditions

- Custody Status.** The Vaulted Holdings will be held by the Vault in the Account, at its facility, as a bailment, off its balance sheet, on a "Said-to-Contain" basis in accordance with these terms and conditions. The Vault is not and will not be responsible for the actual content or weight, authenticity, market value, or accuracy of the identifying labels and/or markings on any Vaulted Holdings You may deposit in, or have deposited in, the Account.
- Vault Services.** The Vault offers non-segregated storage services whereby the Vault will place and physically store your Vaulted Holdings in a commingled vault, where the Vaulted Holdings will become fungible with assets in the same class stored for other Vault customers. The Vault may also offer segregated storage of graded numismatic coins. You authorize VaultMAX to access and use your personal information on file with SOUNDMONEY, and to contract with SOUNDMONEY, as a licensee of VaultMAX, to facilitate the services contemplated by this Agreement, to provide information and reporting to you concerning regarding your vaulted assets through the SOUNDMONEY dashboard, to collect and remit all applicable fees and vaulting costs, to facilitate shipment and delivery of assets to VaultMAX for storage on your behalf, to receive and facilitate requests for physical disbursement to you and to arrange for shipping and insurance and to collect such fees from your vaulted assets at SOUNDMONEY's buyback pricing. If you elect to sell and SOUNDMONEY agrees to purchase any of your vaulted assets, you authorize the Vault to deliver such assets to the care and custody of SOUNDMONEY.
- Security and Monitoring.** The Vault maintains 24/7 monitoring of the vault facilities, including a robust security system and regular onsite, armed security. Vault security features dual control and redundant alarm and security devices. All Vault employees undergo screening and background checks, and the vault inventory is subject to accounting controls and regular vault audits. The Vault employs strict procedures regarding vault entry, disbursement, shipping and receiving.
- Insurance.** The Vault will maintain insurance coverage using a commercial "all-risk" insurance policy for Vaulted Holdings held in the Vault. The current policy includes coverage for physical loss and/or damage including employee theft and mysterious disappearance. Loss from acts of war, terrorism, cyber-attack, radioactive contamination, and chemical, biological, biochemical, and electromagnetic weapons are excluded. The Vault also benefits from a shipper's policy for items in transit.
- Fees and Limits.** For the services provided, the Vault (or SOUNDMONEY® WALLET) is authorized to collect and You are obligated to pay the applicable fees, provided below. You will be charged for custody and other charges relating to your Account on a monthly-basis, unless otherwise agreed. You agree to pay the Vault the amount invoiced within thirty (30) days of the date of invoice. Should the Vault not receive payment within this thirty (30) day period, You agree to pay a Late Fee of 1.5% per month of the invoice amount past due. You hereby acknowledge and agree that the Vault may change its current service fees upon thirty (30) days' notice to You. You authorize Soundmoney to collect and remit any applicable fees to the Vault.

	Active Soundmoney Membership	No Membership / Holdings Exceed Membership Limits ††
Monthly Membership†	\$199 per year	N/A
Vault Storage Fees	Included up to \$50,000 in vaulted Asset Value,* plus 0.5% annual storage fee above \$50,000	\$25.00 per month plus 1% of Asset Value per year*
Account Dormancy Fees†††	None	\$1.00 plus 0.05% of Asset Value per month*
Vault Audit Fees	Included in Membership	\$1.00 plus 0.05% of Asset Value per month*

¹ The Vault has contracted with SOUND MONEY, LLC, a Delaware limited liability company, d/b/a SOUNDMONEY, to manage reporting, digital management (through SOUNDMONEY®), and billing for storage and other applicable fees and costs. The Vault is an affiliate of and has some common ownership with 7k Metals, LLC, SOUNDMONEY, and StacknSell, although it is separately managed and operated, and has disparate ownership and control. VaultMAX was formerly doing business as and is the successor of SOUNDMONEY Vault.

	Active Soundmoney Membership	No Membership / Holdings Exceed Membership Limits ††
SOUNDMONEY® WALLET Dashboard	Included in Membership	\$10.00 per month
Vaulted Holdings/Balance Inquiry	NO FEE	
Member Support	NO FEE	
Physical Disbursement*** (shipped only)	Member pays shipping, handling, and insurance costs.	
Bullion Buyback/ Liquidation****	OFFERED ONLY BY SOUNDMONEY AT PUBLISHED BUYBACK PRICE SUBJECT TO SOUNDMONEY USER AGREEMENT AND SUBJECT TO APPLICABLE FEES AND MARKET LOSS POLICIES.	

† SOUNDMONEY Memberships may be included in services offered by 3rd Party Licensees. Active SOUNDMONEY Memberships require timely payment of applicable membership fees and any renewal.

†† Failure to renew a SOUNDMONEY Membership or pay renewal fees or a lapse of any Membership provided by a 3rd Party Licensee will result in the suspension or cancellation of the SOUNDMONEY account, and will subject any Vaulted Holdings to applicable storage and other fees.

††† Accounts are deemed dormant if a SOUNDMONEY membership lapses and the account has no activity (i.e., purchases, transfers, or disbursements for 30 days.)

†††† Purchases of vaulted bullion are facilitated by SOUNDMONEY® but may be made or offered by third-party precious metal retailers or affiliates.

* Asset Value, also referred to as Fair Market Value ("FMV") is based on the Retail Value published by SOUNDMONEY for the quantity and class of Vaulted Assets.

** Physical disbursements can only be made for whole unit quantities, depending on the class and type of metal (i.e., no fractional units). Upon request, the Vault may disburse fractional ounces in shot or granules. Disbursement fees are deducted from and offset against vaulted metal holdings at the published Buyback Price. Depending on quantity disbursed, the Vault may charge a one-time special handling fee of \$35.00 for large disbursements. Disbursement fees and costs are deducted from and offset against vaulted metal holdings at the published Buyback Price and may be collected and remitted through SOUNDMONEY®.

*** Buyback of vaulted bullion is only available to SOUNDMONEY Members but may be made or accepted by third-party precious metal retailers or affiliates of SOUNDMONEY. Vaulted bullion buyback offers are considered at the currently published SOUNDMONEY Buyback Price for the class and quantity of metal offered. SOUNDMONEY and its Affiliate retailers reserve the right to accept or reject any buyback offer, and Vault customers may request physical disbursement in lieu of buyback at their discretion.

6. Fees Calculations: The rates listed above are monthly charges. Fees are determined on the last day of the month, or on a pro rata basis, based on the number of days Vaulted Holdings are in Your Account. The value of Vaulted Holdings held in your Account are determined by the SOUNDMONEY® WALLET published retail price for the quantity and type of precious metal bullion, or the fair market value of any rare coins or other tangible assets that may be held in your Account. Please note that Asset value after hours is the last value determined at the close of business for the prior business day, and value for weekends and holidays is the value determined for the business day immediately preceding the weekend or holiday.

7. Withdrawal. Subject to these terms and the terms and conditions of the SOUNDMONEY User Agreement (if applicable) and the Vault's then current operating procedures, when the Vault receives verified written instructions from You, it will package, disburse and deliver the Vaulted Holdings to You or to your authorized agent, or arrange for insured shipment of your Vaulted Holdings to the shipping address provided in your SOUNDMONEY® WALLET account, or to a destination You specify in your written instructions. You are solely responsible for all charges associated with the packaging, disbursement, release and shipping services, as designated in your written instructions, including disbursement fees charged by the Vault or SOUNDMONEY® WALLET.

8. Notice and Duty to Update Address. The Vault will send all written notices to You to the email address on file, or for any required notices of an Asset Sale, to the address then listed for the Account in the Vault's records. All such notices are deemed received by You on the fifth (5th) business day after they are mailed to You. You agree to promptly advise the Vault of any change in your address in writing, and You acknowledge that You are responsible for keeping the Vault informed of your current address.

9. Account Statements. The Vault will provide You with periodic Account statements through the SOUNDMONEY® WALLET, including an itemized listing of the Vaulted Holdings in, and the transactions conducted on, your Account, as provided in the SOUNDMONEY User Agreement. If You believe a statement contains incorrect information or incorrect charges or fees, You must notify the Vault of the suspected error or discrepancy within ten (10) days of receiving the statement. If the Vault does not receive written objection from You within the ten (10) business days, You waive all rights to contest such statement or any charges or fees billed to You and the Vault may deem any such statement accurate and correct. The Vault will not be liable for any damages arising from your failure to inform the Vault of any errors, omissions or incorrect information contained in statements.

10. Anti-Money Laundering. The Vault stores physical gold and silver bullion but does not buy or sell precious metals. The Vault complies with contractual obligations to SOUNDMONEY and other precious metal dealers to facilitate full compliance with applicable law concerning anti-money laundering or the funding of terrorist or criminal activities. You are required to timely provide requested information and documentation to satisfactorily complete applicable Know Your Customer ("KYC") and Anti-Money Laundering (AML) diligence. You may have your Vaulted Holdings placed on hold until You have satisfactorily completed all AML and

KYC requirements or promptly responded to Vault Compliance inquiries.

11. Disclaimer. The Vault will not be responsible for any failure or inability to ship, deliver, or transfer the Vaulted Holdings, or fulfill its obligations under this Agreement, during a period in which it may be precluded from so doing, as the direct or indirect result of an *force majeure* or act of God, including but not limited to either declared or undeclared war, riot, sabotage, civil disobedience, insurrection, epidemic or pandemic, acts of any government or government agency or sub-division, acts of a criminal or public enemy, judicial action, technical failure or disruption of utility services such as electrical power or Internet, explosion, labor dispute, unusual market conditions, fire, flood or storm.

12. Lien. Each time you deposit or deliver Assets to the Vault for storage, and you hereby grant to the Vault a security interest in the Vaulted Holdings held in your Account to the extent of any unpaid fees, charges, or interest that accrue on the Account, and if necessary, the Vault may exercise a lien on your Vaulted Holdings to secure payment of any unpaid fees due and owing hereunder, including any fees or expenses associated with the operation of your Account, the SOUNDMONEY® WALLET, and the Vaulted Holdings, and for other amounts You may owe the Vault for any other reason. To avoid doubt, if upon the default notice You fail to make payment of all fees and charges due and outstanding, as specified in the default notice, then the Vault has the right to sell all or portions of the Vaulted Holdings, even if the such Vaulted Holdings are worth more than the amount owed, in order to satisfy the delinquency.

13. Asset Sale. If you fail to pay the Vault any amounts when due and owing under this Agreement, after 90 days uncured, You authorize the Vault to select and sell products from your Account in the quantities required to recover the amounts You owe. The Vault will pay You any balance that may remain from such sale, after deducting the amount You owe to the Vault, plus any costs it may incur in the sale transaction, including, but not limited to, its reasonable attorney's fees and costs, if any.

14. Termination. This Agreement may be terminated by You or by the Vault, upon thirty (30) days' written notice to the other. If the Vault terminates this Agreement with You, You will be responsible for the payment of all charges due and any expenses associated with the removal of the Vaulted Holdings from your Account. Failure to request disbursement of the Vaulted Holdings will result in additional storage, dormancy, and audit fees.

15. Account Ownership. If You own the Vaulted Holdings in the Account together with another person or persons (individually, the "Owner" and collectively, the "Owners"), You agree, jointly and individually, that all Vaulted Holdings in the account are held as Joint Tenants with Rights of Survivorship and not as Tenants in Common. You agree that the Primary Owner listed on the account is the agent for the other, and that each is authorized to act individually under the terms and conditions of this Agreement, including exercising the authority to receive, deposit, withdraw or transfer Vaulted Holdings held in the Account at any time. Upon the death of one Owner, Vaulted Holdings held in the Account shall become the absolute property of the surviving Owner (or the Contingent Beneficiary if designated), and You hereby direct and authorize the Vault to recognize the surviving Owner (or Contingent Beneficiary) as Owner of the Account. You, the Owner(s) individually and severally hereby agree to indemnify and hold the Vault harmless from any liability or damage the Vault may incur in complying with the written instructions provided for herein, including the delivery, deposit, withdrawal, pledging or transfer of the Vaulted Holdings held in the Account, including reasonable attorney's fees and costs. You, the Owner(s) further agree the terms outlined herein shall inure to, and be binding upon each of your heirs, executors, assigns and administrators, as well as to and upon yourselves. If You have designated an Authorized 3rd Party to access and manage Your account, You authorize the Vault to share information and receive instructions from the Authorized 3rd Party and you hereby release and waive any claim against the Vault arising from any actions, omissions, or instructions of the Authorized 3rd Party.

16. Asset Delivery. At your expense, You may have the Vault arrange for disbursement and delivery of your Vaulted Holdings through the U.S. Postal Service, UPS, FedEx or other commercial courier or armored carrier, to a destination You designate, or for release to You or your designated agent. the Vault will promptly process your request and package your Vaulted Holdings for delivery or release upon its receipt of your written instructions. You authorize the Vault to accept direction from SOUNDMONEY on disbursement requests and to disburse to SOUNDMONEY any Vaulted assets that you sell to SOUNDMONEY through the SOUNDMONEY dashboard.

17. Disbursement and Delivery Fees. The Disbursement and Delivery Fees (as set forth above) plus all other applicable postage, shipping and insurance charges, will be included in your charge, when the Vault arranges for the shipment or release (i.e., withdrawal) of your Vaulted Holdings, in accordance with your written instructions.

18. LIMITATION ON LIABILITY FOR DISBURSED ASSETS. Requests for disbursement typically ship within 48 hours of receipt. VaultMAX deems orders delivered upon shipment, but in extreme circumstances, shipment may take up to thirty (30) days from payment receipt, depending upon the manner of delivery selected by the User. You will be notified by SOUNDMONEY if an order is delayed. Physical disbursements from the Vault are typically delivered within seven (7) business days. You are fully responsible for applicable taxes, shipping, handling, and insurance charges. Disbursement shipments will require signature on delivery and you agree to notify VaultMAX (through SOUNDMONEY Customer Support) within three (3) business days of the anticipated delivery date if a shipment is lost or damaged in transit. We will make reasonable efforts to locate lost packages, but neither VaultMAX nor SOUNDMONEY will be responsible or liable for packages lost or damaged in transit unless you notify SOUNDMONEY Customer

Support within the 3 business days after the anticipated delivery date. Unless you provide timely notice of lost or damaged shipments, your disbursement will not be covered under the applicable carrier's insurance policy. VaultMAX and SOUND MONEY reserve the right to pursue any insurance claim and seek recovery for any losses for lost or damaged shipments. You agree to cooperate with VaultMAX and SOUND MONEY in filing any claim for damaged/lost merchandise in any manner we may reasonably request, including the signing of an affidavit stating the circumstances surrounding the damaged/lost merchandise. Once the claim is filed, we reserve the right, in our sole discretion, to replace or refund the item.

IMPORTANT NOTE ON SHIPPING

VaultMAX and SOUND MONEY will not accept any responsibility for lost or damaged shipments if the customer has left instructions with any carriers or delivery services which results in parcels left unattended and without the need for a signature confirmation, or if the carrier has received instructions to leave the package with someone or at an address other than the addressee. This includes but is not limited to a building manager, neighbor, a business mailroom, drop-off location such as mailboxes, post office boxes, the UPS Store, the Military Postal Service, FedEx facilities etc. Additionally, VaultMAX will not assume responsibility for packages that are signed for by apartment/complex building management, a business mailroom, the Military Postal Service or any person(s) that are not the addressee listed on the order. Please contact SOUND MONEY with any questions about our shipping or insurance at support@sound.money.

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19. Product Abandonment. You must provide SOUND MONEY with accurate personal contact information for delivery. When products are returned to SOUND MONEY or VaultMAX undeliverable by the carrier, SOUND MONEY will attempt to contact the customer with the contact information associated with the order, but if SOUND MONEY is unsuccessful and delivery cannot be made within thirty (30) days from the date the product was returned to SOUND MONEY, the product will be stored in the VaultMAX vault for the benefit of the Customer while SOUND MONEY attempts to contact the customer. After ninety (90) days, SOUND MONEY is authorized to charge, on behalf of VaultMAX, reasonable storage fees for storage of the undeliverable product, in addition to any additional shipping and notification costs incurred in trying to deliver the product. Once storage, shipping, or notification fees equal or exceed the value of the stored products, VaultMAX reserves the right to sell the vaulted product at public auction, consistent with Idaho law, and offset storage expenses and sale costs against sale proceeds, in full satisfaction for unpaid bailment services rendered.

20. Sales And Use Taxes on Disbursement. In the event any product delivered to and stored by VaultMAX becomes subject to tax in your state or jurisdiction of residence because it is subsequently disbursed, delivered, and/or used in any manner by you in any jurisdiction that creates or imposes a sales or use tax, you agree to report and pay to the proper taxing authority any tax due, including penalties and interest. Where required, you agree to pay to SOUND MONEY as an agent for VaultMAX any sales, excise, use or ad valorem tax that is imposed by law on the value of vaulted assets shipped or physically disbursed to you or your designated depository. You agree that you will hold VaultMAX harmless and indemnify VaultMAX from any claim, loss, assessment, or expense occasioned by your non-payment of tax.

21. Chargebacks. Before requesting a chargeback with any credit card used to pay VaultMAX for any services, including those collected by SOUND MONEY, you must first contact SOUND MONEY Customer Support and give SOUND MONEY at least thirty (30) days to resolve any dispute or process a requested refund. If the customer fails to first contact SOUND MONEY Customer Support, the customer account may be suspended to prevent further purchases, and the account can be cancelled at SOUND MONEY's discretion.

22. Sales Disclaimer. You acknowledge that the Vault provides secure custody and shipping services only and that except for the purpose of facilitating a transaction through the SOUND MONEY® WALLET, it does not buy, sell, trade, or make markets in any products, and that neither the Vault nor its officers or employees recommend or endorse any specific dealer/broker or investment strategy. The Vault does not offer legal, tax, or financial advice, valuation services, provide recommendations, or make representations relating to investments in tangible assets or in any investments, or financing thereof. The Vault will not be responsible or liable for the authenticity and/or correctness of markings, or the weight, fineness, value of, or contents of the Vaulted Holdings, or on or in any container said-to-contain the Vaulted Holdings, currency, or any property delivered into the Account from any source.

23. Warranty. You hereby declare and warrant that all representations made to the Vault by You are true, accurate, and correct, and that your use of the Vault services will be in compliance with all applicable law.

24. Entirety. The terms and conditions of this Agreement, together with the SOUND MONEY User Agreement, represent the entire agreement between You and the Vault. Should any particular provision(s) of this Agreement be deemed to be unenforceable or invalid, the enforceability or validity of any other provision(s) contained herein shall not be affected. The Vault may change this Agreement with thirty (30) days notice, by publication on its website or by email notice to You.

25. Arbitration Notice.

THIS ARBITRATION NOTICE AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

THE VAULT SERVICES ARE BEING MADE AVAILABLE AND PRICED ON THE BASIS OF YOUR ACCEPTANCE OF THE FOLLOWING ARBITRATION NOTICE. BY ENTERING INTO THIS VAULT CUSTODY AGREEMENT, YOU ARE AGREEING TO BINDING ARBITRATION RATHER THAN LITIGATION IN ANY COURT. YOU HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO ASSERT ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THE VAULT OR THE SERVICES PROVIDED BY THE VAULT OR SOUND MONEY, OR THIS AGREEMENT IN ANY COURT, EXCEPT AS EXPRESSLY PROVIDED BELOW. YOU FURTHER ACKNOWLEDGE THAT YOU ARE ENTERING INTO THIS USER AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS WHATSOEVER EXCEPT THOSE CONTAINED IN THE TERMS OF THIS AGREEMENT ITSELF.

- a. Arbitration of Claims.** You and the Vault mutually agree that any dispute, claim, or controversy (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory) arising out of or relating to this User Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitration, or to the use of the Vault Services (hereinafter "Claim" or "Claims") shall be settled by binding arbitration before a single arbitrator. The arbitration shall be administered by JAMS in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the "JAMS Streamlined Arbitration Rules") in effect on the date the arbitration is filed and will be governed by the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness (the "JAMS Minimum Consumer Standards"). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator can award any damages or relief on your individual claim that a court of law could, including individual injunctive relief and attorneys' fees when available under the governing law. The arbitrator will also be empowered to determine the arbitrability of any Claim. Any Claim will be decided by an arbitrator, rather than by a judge or jury, and an arbitration award will be final and binding on you and SOUND MONEY, without any right of appeal. Court review of an arbitration award will be limited. Except as provided in Section b below, you and SOUND MONEY hereby waive the right to assert any Claim in any court. As set out in Section c below, all arbitrations will be conducted on an individual basis, and there shall be no class, group, or collective actions in arbitration.
- b. Other Claims Subject to Arbitration.** In addition to Claims brought by either you or the Vault, Claims made by or against an employee, agent, representative, affiliated company, or subsidiary of the Vault will be subject to arbitration as described herein.
- c. Exceptions.** The Vault agrees not to invoke our right to arbitrate any individual Claim you bring in small claims court in and for Bonneville County, State of Idaho, so long as the Claim is pending only in that court. This arbitration provision does not limit or constrain the Vault's right to interplead funds in the event of claims to funds associated with your Payment Account by several parties.
- d. Individual Claims Only.** Claims may be submitted to arbitration on an individual basis only. Claims subject to this arbitration provision may not be joined or consolidated in arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity, on behalf of the general public or as a private attorney general, or on behalf of any other person, unless otherwise agreed to by the parties in writing.

You acknowledge and agree that you are waiving any ability to join or consolidate your Claim in arbitration with the Claim of any other person and to bring any Claim on a class basis, in a representative capacity, on behalf of the general public, or on behalf of any other person.

Further, unless you and SOUND MONEY both otherwise agree in writing, the arbitrator may not consolidate your Claim with that of any other person and may award relief only in favor of your individual Claim. The arbitrator may not award relief for or against any other party, whether directly or indirectly. If a court of competent jurisdiction deems this paragraph to be unenforceable with respect to any Claim, then the entirety of the Arbitration Notice (the "Notice") will be deemed void with respect to such Claim.

Except as provided in the preceding sentence, the Notice will survive any termination of the User Agreement. Related SOUND MONEY and its 3rd Party Affiliates are considered as one person, and SOUND MONEY, its employees, officers, directors, agents, and affiliates are considered as one person.

The arbitrator will be competent to determine the scope and arbitrability of any Claim that is attempted to be joined or consolidated in arbitration with the Claim of any other person or brought on a class basis, in a representative capacity,

on behalf of the general public or as a private attorney general, or on behalf of any other person.

- e. Arbitration Fees.** If you initiate arbitration, you will advance any arbitration fees, including any required deposit. However, the Vault will be responsible for payment and/or reimbursement of any arbitration fees which exceed either (1) the amount of the initial filing fees you would have incurred if your Claim had been brought in the state or federal court nearest your residence with jurisdiction, or (2) \$250, whichever is lesser. If the Vault initiates or elects arbitration, the Vault will pay the entire amount of the arbitration filing fees, including any required deposit. Regardless of who initiates arbitration, if you substantially prevail in the Arbitration, the Vault will pay all arbitration-related costs, including any remaining JAMS Case Management Fee and all professional fees for the arbitrator's services. If the Vault prevails, all such fees and costs shall be shared equally among the parties.
- f. Arbitration Procedure.** A single arbitrator will resolve the Claims. The place of arbitration will be the city of Idaho Falls, in the State of Idaho. You have the right to an in-person arbitration hearing for your Claim should you so choose. Any such hearing will take place within Bonneville County or as otherwise agreed by the parties. The arbitration will be conducted in English. The arbitrator will be either a retired judge or an attorney with at least ten years of experience and will be selected by the parties; provided, however, that if the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then JAMS will appoint the arbitrator in accordance with the JAMS Streamlined Arbitration Rules. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity but may not grant any form of relief identified in Section c above without the express written consent of both parties. Proportional and reasonable discovery or exchange of non-privileged information relevant to the dispute will be allowed, keeping in mind the reasonable need for the requested information, the availability of other discovery options, and the burdensomeness of the request on the opposing party. The arbitrator's award will address all claims properly brought before the arbitrator and will include the essential findings and conclusions upon which the arbitrator based the award. This arbitration provision is made pursuant to a transaction involving interstate commerce and will be governed by the FAA. You may obtain copies of the current JAMS Streamlined Arbitration Rules, forms, and instructions for initiating an arbitration with JAMS by contacting JAMS online at www.jamsadr.com. Where there is a conflict or inconsistency between the JAMS Streamlined Arbitration Rules and procedures and this arbitration provision, this arbitration provision will govern.
- g. Confidentiality.** You and the Vault agree that any arbitration proceedings initiated hereunder shall be kept in strict confidence, meaning that you and the Vault agree not to disclose or cause to be disclosed to any third party the dispute(s) to be arbitrated hereunder, or any of the underlying facts, circumstances, documents, and other materials relating to such dispute(s), except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law.
- h. Severability.** Except as provided in Section D, any provision of this Notice deemed unenforceable by a court of competent jurisdiction may be severed, and the remainder of the Notice shall be given full force and effect.

26. Governing Law. You agree that this Agreement shall be governed by the by the law of the State of Idaho, which is the state in which the Vault physically stores your Vaulted Holdings, and that the exclusive jurisdiction and venue for any action arising out of this Agreement will be the State Courts for the State Idaho, in and for Idaho Falls, Bonneville County, or the federal courts in and for Bonneville County.

27. Force Majeure. The Vault shall not be liable for any failure to transfer or deliver the Vaulted Holdings as provided in written instructions to it pursuant to this Agreement during any period in which the Vault is prevented from doing so as the direct and proximate result of war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot, act of civil disobedience, act of public enemy, act of any government or any agency or subdivision thereof judicial action, labor dispute, explosion, storm, technical failure, utility or systems failure, fire or flood, provided, however, that nothing contained herein shall impair the obligation which the Vault shall have to substitute insurance proceeds therefor.