



## Storage Agreement

Title	<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Miss <input type="checkbox"/> Ms.
Last Name	
First Name	
HKID or Passport No.	
Address Line 1	
Address Line 2	
City	
Country	
Postal/Zip Code	
E-Mail	
Phone number	
Occupation	
Job Title	

**LPM GROUP LIMITED STORAGE AGREEMENT**



THIS LPM GROUP LIMITED STORAGE AGREEMENT (the "Agreement") is made and entered into by and between LPM GROUP LIMITED, an entity duly constituted under the laws of Hong Kong Special Administrative Region (HKSAR) and having its office located at 26<sup>th</sup> Floor, Two Chinachem Central, 26 Des Voeux Road Central, Central, Hong Kong, its successors and assigns (hereinafter sometimes referred to as "LPM") and the undersigned ("You," "Your," or "Customer"). NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, LPM and Customer agree as follows:

**1. Safekeeping:**

LPM agrees to provide safekeeping storage for the "Assets," as defined below, that are delivered by You to LPM and, upon Your written instructions, to deliver, at Your cost, all or part of the Assets in Your LPM Account to a destination specified by You. Shipping cost will be calculated using the applicable rates from LPM's shipping calculator which calculator includes applicable postage, shipping, and insurance charges.

**2. Segregated Storage:**

LPM will store Your Assets on a standard-segregated safekeeping basis, wherein LPM will physically hold your Assets separate and apart from the assets of its other customers.

**3. Statements:**

LPM agrees to provide You with periodic statements listing the Assets held by LPM in safekeeping and You agree to notify LPM of any inaccuracies within thirty (30) days of Your receipt of such statements. You agree that if You fail to notify LPM of any inaccuracies in these statements within this time period, such failure shall constitute a waiver and release by You of any damages you incur as a result thereof.

**4. Insurance:**

LPM agrees to maintain loss or damage insurance coverage, including employee dishonesty and theft, on the Assets stored in Your account. LPM is not an insurer. LPM shall obtain and maintain, at all times during the term of this Agreement, insurance payable to LPM in such amounts and against such risks as shall adequately cover the liability assumed by LPM under this Agreement. When requested, LPM will furnish a certificate of insurance to the Customer evidencing that such insurance is in force.

Subject to the terms of this Agreement, LPM will pay Customer the market value of the Precious Metals lost, damaged or destroyed as determined by the second London fixing for the respective Precious Metals on the Business Day following the date of loss. Upon the payment of a claim by LPM, Customer hereby agrees to and



hereby assign LPM all of this right, title and interested in the Precious Metals right of recovery against third parties that are the subject of claim and to execute any documents necessary to perfect such assignment upon request by LPM or LPM's insurers.

#### **5. Unacceptable Storage:**

You agree that LPM storage is only for bullion coins and bullion bars and NOT for graded coins, certified coins, collectible coins, or rare coins and that any such coins delivered to LPM will be sent back to You at Your expense.

#### **6. Delivery of Your Assets:**

You agree that when you elect to deliver to LPM any of Your bullion coins and/or bullion bars (collectively the "Assets"), You will securely package the Assets and You will include a specific list of each item included in the Assets. Upon receipt of Your package, LPM will examine and verify the content against Your specific list and thereafter, LPM will send You confirmation of its receipt of the Assets and specific discrepancies, if any, with the items it receives with Your list.

#### **7. Title to Assets:**

You represent and warrant that You have absolute title to all the Assets delivered or to be delivered to LPM, that the Assets are free and clear of all liens (statutory or otherwise), security interests, claims, pledges, licenses, equities, options, conditional sales contracts, assessments, levies, reservations, restrictions, limitations, charges or encumbrances of any nature whatsoever, and that You have the authority to execute and delivery this Agreement and once executed by You, the Agreement shall constitute a valid, binding agreement of You, enforceable in accordance with its terms.

#### **8. Ownership and Authority**

LPM will store all of the Customers Assets under the Owners Full Name as listed in their Photographic Identification. LPM will not move the Assets from the storage facility without written and signed consent from the Customer.

#### **9. Security Interest:**

You hereby grant to LPM a security interest in the Assets in order to secure Your payment of LPM Invoices, late fees, and expenses as provided in this Agreement. Upon Your default, LPM shall have all rights and remedies of a secured party and any and all rights and remedies available to it under any other Hong Kong law; and You agree LPM may sell any individual item(s) included in the Assets in sufficient quantities to recover the amounts due and owing. LPM agrees to remit to you any balance remaining from such sale, after deducting the amount due it and the costs associated with the sale transaction, including but not limited to attorney's fees, if any. LPM will give You reasonable notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition thereof is to



be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to You at Your address as reflected on the records of LPM, at least five (5) days before the time of the sale or disposition. Expenses of preparing for sale, selling, or the like, shall include LPM's reasonable attorney's fees.

**10. Storage Charges:**

You agree to pay LPM storage charges and processing fees (the "Invoice") calculated in accordance with the attached Exhibit "A," which charges and fees may be modified by LPM at any time hereafter subject to providing You with thirty (30) days prior written notice. If LPM fails to receive your payment within ten (10) days of date on each annual Invoice, time being of the essence, You agree to pay LPM a late fee of the greater of thirty US dollars (\$30.00USD) or one and one-half percent (1.5%) of the amount due on that Invoice.

**11. Termination:**

This Agreement may be terminated by either party upon one (1) hour prior written notice during normal business hours and if received during non-business hours, within one (1) hour during normal business hours on the next business day. In either case, You shall be required to pay all outstanding storage charges as well as delivery charges on the return of Your Assets.

**12. Notice:**

Whenever under the provisions of this Agreement notice or other communication is required or permitted to be given, such notice shall be in writing and shall be deemed to have been given when either hand delivered, delivered by email, delivered by a nationally recognized overnight courier, or sent by certified or registered mail, return receipt requested, to the parties at the following address or at such other address as shall be furnished in writing to the other party:

LPM Group  
 26<sup>th</sup> Floor, Two Chinachem Central,  
 26 Des Voeux Road Central,  
 Central, Hong Kong  
 +852 3568 6834  
 Email: sales@lpm.hk

(Printed Name of Customer)

(Printed Address)



Home Phone

Business Phone

Cell Phone

Email

**13. Acknowledgment:**

You acknowledge and agree that You have completely read this Agreement and that prior to signing You have had a sufficient opportunity to examine it and ask questions and consult with an attorneys and other persons of Your own choosing prior to signing this Agreement and that You acknowledge that this Agreement is being signed knowingly and voluntarily and with a full understanding of its terms and effects.

**14. Miscellaneous:**

**A. Attorneys' Fees and Costs.** The parties agree that if any action at law or equity is required to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover all costs of collection, including without limitation, reasonable attorneys' fees and costs incurred in any litigation, mediation, arbitration, or administrative or bankruptcy proceedings, and any appeals there from, in addition to any other relief to which they may be entitled.

**B. Severability.** In case any one or more provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision herein and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

**C. Choice of Law, Venue.** It is the intention of the parties that the law of the Hong Kong shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties. Venue in case of any litigation



shall lie solely in Hong Kong.

**D. Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and there are no agreements, understandings, restrictions, warranties, or representations, expressed or implied, oral or written between the parties other than those herein contained.

**E. Signatures.** Scanned and emailed signatures shall be considered for all purposes as originals.

**F. Parties and Interest.** All terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by LPM and Customer, their heirs, legal representatives, successors, and assigns.

**G. Authorized Signatures.** Each party represents and warrants that the person signing this Agreement on its behalf has been and is on the date of this Agreement duly authorized by all necessary corporate or other appropriate action to execute this Agreement.

EXECUTED BY the parties on the date indicated immediately below their signatures.

"LPM"  
LPM GROUP LIMITED

By:

(Authorized Agent)

(Printed Name & Title)

Date:

"Customer"

(Customer Signature)



(Printed Name)

Date:  
Exhibit "A"

### 1. Storage Charge Calculation

The rates listed below are annual charges, storage fees will be billed annually on July 1st.

Storage fees will be calculated on a pro rata basis on the first billing period up to July 1st.

#### Annual Charges

Fee Silver : \$0.15 USD or HKD equivalent per ounce annually

Fee Gold : \$4 USD or HKD equivalent per ounce annually

### 2. Shipment Handling/Processing Fee:

You agree to pay a \$800HKD handling/processing fee any time your products are moved to or from the storage facility.

### 3. Minimum Storage Quantity

The minimum quantity of Silver to set up a storage account is 2000oz.

The minimum quantity of Gold to set up a storage account is 50oz.