

INTRODUCING THE BULLION DNA DEALER PROGRAM



Last updated December 4, 2017.

Bullion DNA Authentication Apparatus Loan & License Agreement between the Royal Canadian Mint (the “RCM”) and you (the “Retailer”)

WHEREAS the Retailer wishes to participate in the Bullion DNA Dealer Program (as defined below) in accordance with the terms and conditions contained herein.

WHEREAS conditional upon the Retailer meeting the applicable eligibility criteria to participate in the Bullion DNA Dealer Program to the RCM’s satisfaction as set out in the applicable application form to be submitted by the Retailer, the RCM is agreeable to the Retailer participating in such program, the whole in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

1. INTERPRETATION

1.1 In the Agreement (as defined below), the following terms and expressions have the following meanings:

- **“Agreement”** means this agreement signed by the parties and every other document specified in or referred to in this agreement as forming part of this agreement.
- **“Bullion DNA Reader”** means an apparatus and its related software to be used for the purpose of facilitating the authentication of RCM Precious Metal Products.
- **“Bullion DNA Dealer Program”** means the RCM’s program whereunder qualified and approved retailers of RCM Precious Metal Products have access to the Bullion DNA Reader to facilitate the authentication of RCM Precious Metal Products, in addition to having access to certain marketing materials and related information, the whole as further described herein.
- **“Confidential Information”** means any and all information disclosed by the RCM, whether disclosed in written, oral or visual form, which is identified by the RCM as confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information or circumstances of disclosure, as being confidential, including, but not limited to, information relating to research, developments, technology, know-how, pricing, finances, marketing and business plans and customer lists, any and all tests or evaluation of the Bullion DNA Reader, and any feedback of the Retailer with respect to the quality and usability of the Bullion DNA Reader.

- **“Intellectual Property”** means all intellectual property, both foreign and domestic, owned by (whether solely or jointly with one or more third parties) or licensed to the RCM, including, without limitation, discoveries, inventions (whether patentable or not), copyright, trade names, business names, industrial designs, patents and patent applications, design rights, topography rights, concepts, licenses, patterns, software, source code, technical information, methods, compositions, formulae, specifications, procedures, designs, trademarks, trade secrets and know-how.
- **“Point of Use”** has the meaning ascribed thereto in sub-clause 5.1.
- **“RCM Precious Metal Products”** means the precious metal products produced by or on behalf of the RCM indicated in Schedule A attached hereto.
- **“User Guide”** has the meaning ascribed thereto in sub-clause 6.2.

2. TERM

- 2.1 The Agreement is conditional upon the Retailer meeting the eligibility criteria to participate in the Bullion DNA Dealer Program to the RCM’s satisfaction as set out in the applicable application form to be submitted by the Retailer. The Agreement is effective as of the date the RCM confirms in writing to the Retailer that it has met such criteria and has been approved to take part in the Bullion DNA Dealer Program, and will continue until terminated by either party pursuant to clause 17.

3. BULLION DNA DEALER PROGRAM

- 3.1 Conditional-upon the Retailer paying the fees described in clause 4 below and fulfilling the terms and conditions of the Agreement on a continuous basis, the RCM shall:
- 3.1.1 Provide the Retailer with one (1) Bullion DNA Reader to be used by the Retailer in accordance with the terms herein; additional Bullion DNA Readers can be ordered by contacting the RCM by email at bulliondna@mint.ca; extra fees apply for additional Bullion DNA Readers
- 3.1.2 Identify the Retailer as a member of the Bullion DNA Dealer Program on the RCM’s Bullion DNA Dealer website;
- 3.1.3 Provide the Retailer with access to a members-only online site where the Retailer will be able to download various marketing materials, product photos and videos with respect to the RCM Precious Metal Products;
- 3.1.4 Provide the Retailer with advance notification of RCM bullion product releases, from time to time.

4. FEES

- 4.1 The Retailer shall pay the RCM an amount of five hundred US dollars (USD\$500.00), plus applicable taxes, by credit card upon being informed by the RCM that the Bullion DNA Reader has been shipped. Credit Card information must be provided upon approval into the Bullion DNA Dealer Program.

4.2 Additional fees apply for orders of additional Bullion DNA Readers; the use of additional Bullion DNA Readers are subject to the terms and conditions of the Agreement.

5. DELIVERY

5.1 The RCM shall arrange and pay for the delivery of the Bullion DNA Reader at the Retailers premises identified in the Bullion DNA Dealer Program application form (the “**Point of Use**”).

6. INSTALLATION & USE

6.1 The Retailer shall order the telecommunication services needed to use the Bullion DNA Reader; costs associated with such telecommunication services are to be borne by the Retailer.

6.2 The Retailer shall install, deploy, activate and use the Bullion DNA Reader in accordance with the user guide attached hereto as Schedule B (the “**User Guide**”), as such may be amended from time to time by the RCM upon written notice to the Retailer, and in accordance with any procedures which may be provided by the RCM from time to time.

6.3 It is the Retailers responsibility to ensure it meets the system requirements identified in the User Guide for the use of the Bullion DNA Reader; any costs related thereto will be borne by the Retailer.

6.4 The Retailer undertakes to use the Bullion DNA Reader for the sole purpose of facilitating the authentication of RCM Precious Metal Products, and to solely use the Bullion DNA Reader at the Point of Use.

7. CARE & SECURITY

7.1 The Retailer is responsible for any loss, theft or damage to the Bullion DNA Reader, except for normal wear and tear. The Retailer shall forthwith inform the RCM of any loss, theft or damage to the Bullion DNA Reader, and shall compensate the RCM for any such loss, theft or damage. The RCM has the right to inspect the Bullion DNA Reader and make any adjustments and/or repairs it deems appropriate upon notice to the Retailer.

8. OWNERSHIP & LICENSE

8.1 The Bullion DNA Reader is provided to the Retailer on a loan basis; title and ownership in the Bullion DNA Reader is and shall remain with the RCM.

8.2 As between the Retailer and the RCM, any and all Intellectual Property rights relating to the Bullion DNA Reader belong to the RCM. The RCM hereby grants the Retailer a personal, limited, royalty free (except for the fees payable pursuant to clause 4) license to use the Bullion DNA Reader for the sole purpose of facilitating the authentication of RCM Precious Metal Products during the validity of the Agreement. Such license does not grant the Retailer the right to use the Bullion DNA Reader for any other purpose. Except as expressly set forth herein, no other rights or licenses are granted or to be implied. The Retailer shall not rent, lease, sell, sublicense, assign, or otherwise transfer the Bullion DNA Reader, nor shall the Retailer reverse engineer, disassemble or decompile the Bullion DNA Reader.

9. FEEDBACK

9.1 Any and all feedback provided by the Retailer with respect to the Bullion DNA Reader, including, but not limited to any comments or suggestions for the modification, correction, improvement or enhancement of the Bullion DNA Reader shall be solely owned by the RCM which may use same for any purpose.

10. ADVERTISING & PROMOTION

10.1 The Retailer shall not advertise or promote the Bullion DNA Reader without first having obtained the RCM's prior written consent.

11. CONFIDENTIALITY

11.1 Except as may be required by law, the Retailer shall keep confidential the Confidential Information and shall not use any of the Confidential Information except for the purposes contemplated in the Agreement.

12. PRIVACY

12.1 The Retailer shall, if and when requested by the RCM, collect the email address of customers of the Retailer who wish to purchase RCM Precious Metal Products and wish that the Retailer use the Bullion DNA Reader for the purpose of facilitating the authentication of such RCM Precious Metal Products. The email addresses would be collected for the sole purpose of enabling the RCM to send the customers an email confirmation of the results obtained from the verifications made with the Bullion DNA Reader.

12.2 As between the Retailer and the RCM, the email addresses of the respective customers belong to the RCM. The Retailer shall keep such email addresses private and confidential, and shall not use, copy, disclose, dispose of or destroy same except for the purposes contemplated herein, except with the express and written authorization of the RCM. The email addresses shall be released only to the Retailer's personnel on a need-to-know basis for the performance of the Agreement.

12.3 At the RCM's request, the Retailer shall, in accordance with any instructions provided by the RCM, deliver the email addresses to the RCM in the manner and format requested by the RCM, and/or destroy the emails through secured channels and forthwith provide the RCM with written confirmation of such destruction. Upon delivery of the email addresses to the RCM, the Retailer shall have no right to retain the email addresses in any form and shall ensure that no record of the email addresses remains in the Retailer's possession. In any case, the Retailer shall not retain the email addresses in whatever form after the completion or termination of the Agreement.

12.4 The Retailer shall forthwith inform the RCM in writing of any breach of the above undertakings with respect to the collection, use, unauthorized disclosure, delivery and/or destruction of the email addresses. Without limiting the generality of any other indemnification undertaking pursuant to the Agreement, the Retailer shall hold harmless, defend and indemnify the RCM and its employees, officers, directors and agents from and against any actual or threatened claims, lawsuits, or demands arising out of any breach of the above undertakings with respect

to the collection, use, unauthorized disclosure, delivery and/or destruction of the email addresses.

13. DISCLAIMER OF WARRANTIES

13.1 To the maximum extent permitted by applicable law, the RCM provides the Bullion DNA Reader and any support services (if any) "as is" and with all faults, and disclaims all warranties and conditions, either express, implied or statutory, including but not limited to, any implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses or results, lack of negligence or workmanlike effort, and the provision of or failure to provide support services. There is no warranty or condition of title, quiet enjoyment, quiet possession, correspondence to description, or non-infringement with regard to Bullion DNA Reader. The entire risk as to the quality of or the use or performance of the Bullion DNA Reader and support services, if any, remains with the Retailer.

14. EXCLUSION OF DAMAGES

14.1 To the maximum extent permitted by applicable law, in no event shall the RCM be liable for any direct, general, special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the Bullion DNA Reader, the provision of or failure to provide support services, or otherwise under or in connection with any provision of the Agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of the RCM, even if the RCM has been advised of the possibility of such damages.

15. LIMITATION OF LIABILITY AND REMEDIES

15.1 Notwithstanding any damages that the Retailer might incur for any reason whatsoever (including, without limitation, all damages referenced above), the entire liability of the RCM under the Agreement, and the Retailer's exclusive remedy, shall be limited to ten dollars Canadian (CDN\$10.00). The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

16. INDEMNITY

16.1 The RCM shall hold harmless, defend and indemnify the Retailer and its employees, officers and directors from and against any actual or threatened claims, lawsuits, or demands that arise from use of the Bullion DNA Reader in accordance with the terms of the Agreement by the Retailer and which allege or maintain that the Bullion DNA Reader violates the intellectual property rights (including patents, trademarks, copyright and trade secrets) of any third party.

16.2 The Retailer shall hold harmless, defend and indemnify the RCM and its employees, officers, directors and agents from and against any actual or threatened claims, lawsuits, or demands that arise from the use of the Bullion DNA Reader.

17. TERMINATION FOR CONVENIENCE

17.1 Notwithstanding anything contained in the Agreement, either party may, at its sole discretion, terminate the Agreement by giving the other party thirty (30) calendar days' prior written notice to that effect. The Retailer will have no claim for damages, compensation, loss of profit or allowance arising out of the termination of the Agreement by the RCM.

17.2 Should the retailer terminate the agreement in furtherance to sub-clause 17.1 within sixty (60) calendar days from the effective date of the Agreement, the five hundred US dollar fee paid by the Retailer in furtherance to clause 4 shall be reimbursed by the RCM; such fee will not be reimbursed in the event of termination by either party in furtherance to sub-clause 17.1 following said sixty (60) calendar day period.

18. RETURN OF THE BULLION DNA READER

18.1 The Retailer shall, forthwith upon the expiration or earlier termination of the Agreement, arrange and pay for the return of the Bullion DNA Reader to the RCM's premises located at the address identified in sub-clause 19.1.

19. NOTICES

19.1 Any notice given under the Agreement will be in writing, and will be delivered by messenger, by prepaid registered mail or by email to the following address:

In the case of a notice to the RCM:

Royal Canadian Mint
320 Sussex Drive
Ottawa, Ontario
K1A 0G8
Canada
Attention: Bullion DNA Team
Email: bulliondna@mint.ca

In the case of a notice to the Retailer:

The RCM shall use the contact information the Retailer provided in the Bullion DNA Dealer Program application form. The Retailer may change its address for notification purposes by notifying the RCM by email at bulliondna@mint.ca.

19.2 Each such notice will be deemed given: (i) when received, if delivered by messenger; (ii) upon confirmation of receipt, if given by email; or (iii) 10 business days after the date of mailing when sent by prepaid registered mail.

20. RIGHTS, REMEDIES, POWERS & DISCRETIONS

20.1 All rights, remedies, powers and discretions granted or acquired by the RCM under the Agreement or by law are cumulative, not exclusive.

21. AMENDMENT

21.1 Except for the fees set forth in clause 4, the RCM may amend the terms and conditions of the Agreement at any time by notifying the Retailer that the terms have changed and posting a revised version of the Agreement on its website. The revised version will be effective at the time the Retailer has been notified the terms have changed. If the Retailer does not want to be bound by the amended Agreement, the Retailer must stop using the Bullion DNA Reader and terminate the Agreement for convenience in accordance with clause 17. The Agreement will continue to apply to the previous use of the Bullion DNA Reader by the Retailer.

22. SURVIVAL OF CLAUSES

22.1 All the parties' obligations of confidentiality, indemnification, representations and warranties set out in the Agreement as well as the provisions which, by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Agreement, in addition to any other provisions which survive by operation of law.

23. APPLICABLE LAW AND ARBITRATION

23.1 The Agreement and all matters relating to the Agreement (whether in contract, statute, tort (including, without limitation, negligence) or otherwise), is governed by, and construed in accordance with, the laws of the Province of Ontario (without giving effect to the choice of law principles thereof).

23.2 Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, is to be referred to and finally resolved by arbitration in accordance with the *Commercial Arbitration Act* (Canada) and any amendments thereto. The number of arbitrators will be one (1). The place of arbitration will be the City of Ottawa, Ontario, Canada. The language to be used in the arbitral proceedings is English and/or French. All proceedings, submissions and awards related to any recourse hereunder shall be kept confidential to the extent permissible by law.

24. ASSIGNMENT

24.1 The Retailer shall not assign the Agreement without having obtained the RCM's prior written discretionary consent. Any assignment made without having obtained the RCM's prior written consent is void and will have no effect. An assignment would be valid upon execution of an assignment Agreement signed by the RCM, the Retailer and the assignee.

24.2 The assignment of the Agreement would not relieve the Retailer from any obligation under the Agreement and would not impose any liability upon the RCM.

25. ENTIRE AGREEMENT

25.1 The Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all previous negotiations and documents in relation thereto.

26. DISPOSAL OF THE BULLION DNA READER’S PACKAGING

26.1 The Retailer will take care of the environmentally responsible disposal of the Bullion DNA Reader’s packaging in line with the applicable Municipal, Provincial, Federal and/or State legislation including but not limited to the German Packaging Ordinance or Polish Packaging Act 888/2013, as may be amended from time to time. This includes, but is not limited to, the obligation for the Retailer to report and pay for all charges related to the take-back and recycling waste of Bullion DNA Reader’s packaging as well as all other financial obligations for compliance with the packaging disposal obligations.

Schedule A – RCM Precious Metal Products

RCM Precious Metal Products
1 t oz, 1/2 t oz, 1/4 t oz, 1/10 t oz & 1/20 t oz Gold Maple Leaf Coins
Silver Maple Leaf Coins (all weights)

Schedule B – Bullion DNA Reader User Guide

[View the Bullion DNA Reader User Guide](#)