

**Execution Copy**

**CUSTODIANSHIP AGREEMENT**

**BETWEEN**

**FIRST GROWTH FUNDS LIMITED**

**- AND -**

**ODYSSEY TRUST COMPANY**

## TABLE OF CONTENTS

	Page
ARTICLE 1 INTERPRETATION.....	1
Section 1.1    Definitions.....	1
Section 1.2    Interpretation.....	3
Section 1.3    Headings .....	3
ARTICLE 2 APPOINTMENT OF CUSTODIAN AND OTHERS .....	3
Section 2.1    Appointment of Custodian.....	3
Section 2.2    Appointment of Agents.....	3
Section 2.3    Delegation to Affiliates .....	3
ARTICLE 3 AUTHORIZED PERSONS; PROPER INSTRUCTIONS .....	4
Section 3.1    Authorized Persons.....	4
Section 3.2    Actions of Custodian Based on Proper Instructions.....	4
Section 3.3    Proper Instructions .....	4
Section 3.4    Errors, Omissions in Proper Instructions.....	5
Section 3.5    No Duty.....	5
ARTICLE 4 CUSTODIAN RESPONSIBILITIES, POWERS AND DUTIES .....	5
Section 4.1    General Powers and Duties .....	5
Section 4.2    Directed Powers. ....	6
Section 4.3    Holding of Portfolio Assets .....	7
Section 4.4    Bank Accounts .....	8
Section 4.5    Contractual Income. ....	9
Section 4.6    Contractual Settlement. ....	9
Section 4.7    Settlements .....	9
Section 4.8    Periodic Review by the Custodian. ....	10
Section 4.9    Annual Confirmations .....	10
ARTICLE 5 INVESTMENT .....	11
Section 5.1    Investment of the Portfolio. ....	11
ARTICLE 6 TAX OBLIGATIONS AND CLAIMS.....	11
Section 6.1    Payment of Tax Obligations .....	11
Section 6.2    Liability.....	11
ARTICLE 7 REPORTING AND RECORDKEEPING.....	11
Section 7.1    Portfolios and Records.....	11
Section 7.2    Reports.....	11
Section 7.3    Access .....	12

## TABLE OF CONTENTS

ARTICLE 8 FORCE MAJEURE .....	12
Section 8.1    Force Majeure. ....	12
Section 8.2    Fees and Expenses .....	12
ARTICLE 9 GENERAL POWERS AND RESPONSIBILITIES OF THE CUSTODIAN.....	13
Section 9.1    Administrative Powers.....	13
Section 9.2    Title.....	13
Section 9.3    Prior Custodians .....	13
Section 9.4    Privacy .....	13
Section 9.5    Confidentiality.....	14
ARTICLE 10 STANDARD OF CARE; INDEMNIFICATION.....	14
Section 10.1   Standard of Care.....	14
Section 10.2   Advice of Counsel .....	15
Section 10.3   Liability for Sub-Custodians and Depositaries .....	15
Section 10.4   Indemnity by the Company.....	15
Section 10.5   Survival.....	16
ARTICLE 11 TERMINATION.....	16
Section 11.1   Termination of the Company. ....	16
Section 11.2   Proper Instructions .....	17
Section 11.3   Notice of Termination.....	17
Section 11.4   Delivery of Assets. ....	17
ARTICLE 12 NOTICE .....	17
Section 12.1   Notices to Custodian.....	17
Section 12.2   Notice to the Company. ....	18
Section 12.3   Delivery .....	18
ARTICLE 13 MISCELLANEOUS .....	18
Section 13.1   Execution of Documents.....	18
Section 13.2   Representations .....	19
Section 13.3   Residency.....	20
Section 13.4   Entire Agreement .....	20
Section 13.5   Invalidity.....	20
Section 13.6   Amendment.....	21
Section 13.7   Counterparts and Electronic Delivery .....	21
Section 13.8   No Assignment.....	21
Section 13.9   Governing Law.....	21
Section 13.10  Securities Transfer Act Provision.....	21

## **TABLE OF CONTENTS**

Section 13.11 Use of English Language and Place of Execution. ....	22
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## **CUSTODIANSHIP AGREEMENT**

**THIS CUSTODIANSHIP AGREEMENT** (this “**Agreement**”) is made as of the 8th day of June 2020.

### **BETWEEN:**

**ODYSSEY TRUST COMPANY**, a trust company incorporated under the laws of the province of Alberta (the “**Custodian**”)

- and –

**FIRST GROWTH FUNDS LIMITED**, a company incorporated under the laws of the Australian Corporations Act 2001 (Cth) (the “**Company**”)

### **WHEREAS:**

- (A) The Company owns and holds investments in a diversified portfolio of assets (the “Portfolio Assets”);
- (B) The Company desires to appoint the Custodian as custodian of its Portfolio Assets in accordance with the provisions of National Instrument 81-102 – *Investment Funds* (“**NI 81-102**”) and pursuant to the terms of this Agreement; and
- (C) The Custodian has agreed to act as custodian for the Company.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

## **ARTICLE 1 INTERPRETATION**

### **Section 1.1 Definitions.**

“**Affiliate**” of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly, and “control” and any derivation thereof means the possession, directly or indirectly, of the power to direct the management and policies/business or affairs of a Person whether through the ownership of voting securities or otherwise.

“**Agreement**” means this agreement, including any and all amendments and Schedules to this agreement.

“**Authorized Person**” means any Person identified in accordance with Section 3.1.

**“Authorized Instructions”** means all directions and instructions from an Authorized Party provided in accordance with Section 3.2.

**“Business Day”** means any day on which regular trading occurs on the Canadian Securities Exchange and Toronto Stock Exchange and on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in Toronto.

**“Depository”** means a recognized domestic or foreign depository or clearing agency.

**“Gemini”** means, collectively, Gemini Trust Company, LLC and its Affiliates.

**“Gemini Account”** means, collectively, the custody account (the **“Custody Account”**), the exchange account (the **“Exchange Account”**) and any subaccounts associated therewith established and maintained with Gemini by the Custodian (acting on behalf of and for the benefit of the Company).

**“Gemini Agreement”** has the meaning set out in Section 11.1;

**“Governmental Authorities”** means governments, regulatory authorities, governmental departments, agencies, commissions, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other law, rule or regulation-making organizations or entities:

- (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or
- (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

**“NI 81-102”** means National Instrument 81-102 - *Investment Funds*, as amended, restated or replaced from time to time.

**“Oral Instructions”** means instructions expressed in spoken words received by the Custodian.

**“Person”** means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authority, and where the context requires any of the foregoing when they are acting as trustee, executor, administrator or other legal representative.

**“Portfolio”** means the investment portfolio of the Company which includes the Company’s Portfolio Assets.

**“Portfolio Assets”** means the assets of the Company listed on Schedule “A” attached to and forming part of this Agreement..

**“Proper Instructions”** means all directions and instructions from an Authorized Person provided in accordance with Section 3.3.

**“Sub-Custodian”** means a sub-custodian who has been appointed in accordance with Section 4.1(d).

**“Tax Obligations”** means the responsibility for payment of taxes (including related interest and

penalties, and including financial transaction taxes charged by any domestic or foreign governments and any other applicable taxes), withholding of taxes, certification, reporting and filing requirements, claims for exemptions or refunds, and other related expenses in connection with the Portfolio Assets and the Company

**“Written Instructions”** means written communications received by the Custodian by overnight delivery, postal services, facsimile transmission, email, on-line communication system or other method or system, each as specified by the Custodian as available for use in connection with the services hereunder.

## **Section 1.2 Interpretation.**

In this Agreement, words (including defined terms) importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neutral genders and *vice versa*. The words “included”, “includes”, “including” and similar expressions shall be deemed to be followed by the phrase “without limitation”. All references to sections, subsections, clauses and Schedules are to this Agreement and they form an integral part of this Agreement. In connection with the operation of this Agreement, the Custodian and the Company may agree in writing from time to time on such provisions interpretative of or in addition to the provisions of this Agreement with respect to the Company as may in their joint opinion be consistent with the general tenor of this Agreement.

## **Section 1.3 Headings.**

Headings contained in this Agreement, which are included as convenient references only, shall have no bearing upon the interpretation of the terms of the Agreement or the obligations of the parties hereto.

# **ARTICLE 2 APPOINTMENT OF CUSTODIAN AND OTHERS**

## **Section 2.1 Appointment of Custodian.**

The Company hereby appoints the Custodian as custodian, and the Custodian accepts such appointment, subject to the terms and conditions of this Agreement. The Company shall deliver to the Custodian, or shall cause to be delivered to the Custodian, such Portfolio Assets owned by the Company from time to time during the term of this Agreement; provided that, the Custodian may direct the Company to deliver Portfolio Assets listed in Part II of Schedule B directly to Gemini for deposit into the Gemini Account.

## **Section 2.2 Appointment of Agents.**

The Custodian may, in its discretion, appoint agents from time to time in order to carry out its responsibilities hereunder, provided that the engagement of such agents shall not reduce the Custodian’s obligations or liabilities hereunder. Any such agent may enter into agreements directly with the Company to provide other services and shall not be considered to be acting as the agent of the Custodian in carrying out the terms of any such agreement.

## **Section 2.3 Delegation to Affiliates**

Subject to applicable laws, the Custodian is permitted to delegate the performance of any services under this Agreement to an Affiliate of the Custodian. The delegation of all or any part of the Custodian’s obligations set out in this Agreement will not relieve the Custodian from any obligation or liability under this Agreement. The Custodian will remain responsible for the performance of all or any part of its obligations set out in this Agreement performed by any Affiliate to the same extent as if such obligations were performed directly by the Custodian. All



references to the Custodian in this Agreement shall be deemed to also include any Affiliates who perform services under this Agreement pursuant to this Section 2.3, except with respect to matters for which the Custodian must itself be responsible under applicable law.

### **ARTICLE 3**

#### **AUTHORIZED PERSONS; PROPER INSTRUCTIONS**

##### **Section 3.1 Authorized Persons.**

Attached to this Agreement as Schedule “A” is a list of the names, signatures, and extent of authority of all Persons authorized to direct the Custodian and otherwise act on behalf of the Company with respect to this Agreement (each such Person, an “**Authorized Person**”). The Custodian, its agents and Sub-Custodians shall be entitled to rely on and shall be fully protected in giving effect to instructions from any Authorized Person until the Custodian receives written notice from the Company of a change of the identity or authority of such Authorized Person, at which time or times Schedule “A” shall be amended in writing by the parties to this Agreement.

##### **Section 3.2 Actions of Custodian Based on Proper Instructions**

The Custodian shall be entitled to rely upon any Oral Instructions or Written Instructions actually received by the Custodian and reasonably believed by the Custodian to be from an Authorized Party (“Authorized Instructions”). The Company agree that an Authorized Party shall forward to the Custodian Written Instructions confirming Oral Instructions by the close of business of the same day that such Oral Instructions are given to the Custodian. The Custodian may act on such Oral Instructions but is not obligated to do so until Written Instructions are received. The Clients agree that the fact that Written Instructions confirming Oral Instructions are not received or that contrary Written Instructions are received by the Custodian shall in no way affect the validity or enforceability of transactions authorized by such Oral Instructions and effected by the Custodian.

Unless otherwise expressly provided, each Authorized Instruction shall continue in full force and effect until superseded or cancelled by another Authorized Instruction.

So long as and to the extent that the Custodian acts in accordance with: (a) Proper Instructions; and (b) the terms of this Agreement, the Custodian shall not be responsible for the title, validity or genuineness of any property, or evidence of title thereof, received by it or delivered by it pursuant to this Agreement.

##### **Section 3.3 Proper Instructions.**

As used herein, the term “**Proper Instructions**” shall mean: (a) a written (including, without limitation, facsimile transmission) request, direction, instruction or certification signed or initialed by or on behalf of the Company by one or more Authorized Persons; (b) a telephonic or other oral communication by one or more Authorized Persons; (c) a communication effected directly between an electro-mechanical or electronic device or system by or on behalf of the Company by one or more Authorized Persons; (d) any request, direction, instruction, authorization, approval or command made through Gemini’s systems on account of any Authorized Person who has been granted access and/or permissions in respect of the Gemini Account on Gemini’s systems; or (e) through any system as may be agreed to by the parties. Proper Instructions in the form of oral communications shall be confirmed by the Company by in writing in the manner set forth in paragraph

(a) above, but the lack of such confirmation shall in no way affect any action taken by the Custodian in reliance upon such oral instructions prior to the Custodian’s receipt of such

confirmation. The Company and the Custodian are hereby authorized to record any and all telephonic or other oral instructions communicated to the Custodian and to use such recording as evidence in any judicial proceeding. Proper Instructions may relate to specific transactions or to types or classes of transactions and may be in the form of standing instructions. Proper Instructions are deemed not to be received until they are brought to the attention of the officers of the Custodian to which they are addressed. Unless otherwise expressly provided, each Proper Instruction shall continue in full force and effect until superseded or cancelled by another Proper Instruction.

### **Section 3.4 Errors, Omissions in Proper Instructions.**

Any direction or instruction received from an Authorized Person (or a Person which the Custodian or its employee or agent reasonably believes in good faith and in accordance with the Standard of Care (as defined below) is a Person that is an Authorized Person) shall, as against the Company and in favour of the Custodian, be conclusively deemed to be Proper Instructions for the purposes of this Agreement, notwithstanding any error in the transmission thereof or that such Proper Instructions may not be genuine, if believed by the Custodian, acting in good faith, to be genuine. Notwithstanding the foregoing, the Custodian may in its sole discretion decline to act upon any Proper Instructions:

- (a) that are insufficient or incomplete;
- (b) that are not received by the Custodian in sufficient time to give effect to such Proper Instructions; or
- (c) where the Custodian has reasonable grounds for concluding that the Proper Instructions have not been accurately transmitted or are not genuine.

If the Custodian declines to give effect to any Proper Instructions for any reason set out in the preceding sentence, the Custodian shall notify the Company forthwith after it so declines.

### **Section 3.5 No Duty.**

The Custodian shall be under no duty or obligation to question any Proper Instruction, to review any Portfolio Assets held in the Portfolio, to make any suggestions with respect to the investment and reinvestment of Portfolio Assets in the Portfolio, including, for certainty, any decisions related to forked networks unsupported by Gemini pursuant to the terms of the Gemini Agreement, or to evaluate or question the performance of any Authorized Person. The Custodian shall be fully protected in acting in accordance with Proper Instructions or for failing to act in the absence of Proper Instructions.

## **ARTICLE 4 CUSTODIAN RESPONSIBILITIES, POWERS AND DUTIES**

### **Section 4.1 General Powers and Duties.**

The Custodian is authorized to and agrees to perform the following duties with respect to the Portfolio Assets in accordance with NI 81-102 and accepted industry practice in the relevant market:

- (a) **Holding of Portfolio Assets.** Hold or cause Portfolio Assets to be held in accordance with Section 6.5 of NI 81-102, and Section 4.3 and Section 4.4 below.

- (b) **Location of Portfolio Assets.** Hold or cause Portfolio Assets to be held in Canada or the United States or such other locations as may be agreed to in writing with the Company from time to time.
- (c) **Collection of Income and Proceeds.** Collect, receive and credit the Portfolio (less applicable taxes and fees) all income, principal, dividends and other payments and distributions when due and received in respect of any Portfolio Assets in the Portfolio.
- (d) **Appointment and Termination of Sub-Custodians.** In its discretion, appoint Sub-Custodians to hold all or part of the Portfolio Assets, provided that: (i) the Sub-Custodian is reasonably believed to satisfy the requirements of Section 6.2 or 6.3 (as applicable) of NI 81-102 subject to any applicable exemptive relief which may permit Sub-Custodian to meet different requirements than those set out in such sections; and (ii) the arrangements under which a Sub-Custodian is appointed are such that the Company may either (A) directly enforce rights to the Portfolio Assets held by the appointed Sub-Custodian, or (B) require the Custodian or Sub-Custodian to enforce rights to the Portfolio Assets held by the appointed Sub-Custodian on behalf of the Company. Without limiting the generality of the foregoing, the Custodian shall be permitted to appoint Gemini as Sub-Custodian in respect of the Portfolio Assets of the Company listed in Part II of Schedule B and any Portfolio Assets derived therefrom. Furthermore, a Sub-Custodian shall be permitted to appoint further Sub-Custodians on the same terms with the prior written consent of the Custodian. The Company hereby consents and agrees to all such appointments and agrees to promptly review the lists of appointed Sub-Custodians which are provided to it by the Custodian, pursuant to Section 4.9.
- (e) **Accounting of Company Portfolio Assets.** The Custodian shall account for all Portfolio Assets received by it. Except as otherwise provided in this Agreement, all distributions made from the Portfolio shall be pursuant to Proper Instructions. Except as otherwise provided in this Agreement or as otherwise agreed to by the parties, all Portfolio Assets held by the Custodian shall be surrendered only in accordance with a Proper Instruction given pursuant thereto.
- (f) **Non-discretionary Functions.** The Custodian shall attend to all nondiscretionary details in connection with the sale, exchange, substitution, purchase, transfer or other dealings with securities or other assets of the Portfolio held by the Custodian, except as otherwise directed from time to time pursuant to Proper Instructions.

#### **Section 4.2 Directed Powers.**

The Custodian shall exercise the following powers and authority in the administration of the Portfolio, only upon Proper Instructions:

- (a) Settle purchases and sales, and engage in other transactions, including receipts and deliveries, exchanges, exercises, conversions, subscriptions, and other voluntary corporate actions, with respect to Portfolio Assets received and held by the Custodian.

- (b) Other than as otherwise authorized in this Agreement, make distributions or transfers from the Portfolio.
- (c) Enter into foreign currency conversions, and may in so doing use the foreign exchange desk of either the Custodian or an Affiliate of the Custodian.
- (d) Retrieve Portfolio Assets listed in Part II of Schedule B from the Custody Account by delivering an electronic request to Gemini indicating the purpose of the delivery and giving instructions with respect to the specific amount to be retrieved, or to approve, without further Proper Instructions, the retrieval of the requested Portfolio Assets listed in Part II of Schedule B based on a Proper Instructions given by an Authorized Person through Gemini's systems.
- (e) Take any actions in respect of forked networks unsupported by Gemini as contemplated by the Gemini Agreement.

To the extent the Custodian is authorized as a broker or other agent of the Company to execute, assume or settle any transaction on behalf of the customer then such authorization to take such actions as are described in Section 4.2 which it considers are reasonably necessary to complete and settle the transaction.

#### **Section 4.3 Holding of Portfolio Assets**

- (a) The Custodian shall at all times hold Portfolio Assets either:
  - (i) by physical possession of the certificates or other instruments representing such Portfolio Assets in registered or bearer form;
  - (ii) in book-entry form with a Depository that operates a book-based system provided that the records of the Custodian or of the applicable participant in the book-based system contain an account number or other designation which clearly indicates that the beneficial ownership of the Portfolio Assets is vested in the Company; or
  - (iii) in the case of those Portfolio Assets listed in Part II of Schedule B, in the Gemini Account in a manner such that these Schedule B Part II Portfolio Assets:
    - (A) are labeled or otherwise appropriately identified as being held for the Custodian for the benefit of the Company, and held on a non-fungible basis;
    - (B) are not commingled with other assets held by Gemini, whether held for Gemini's own account or the account of other Persons other than Custodian for the benefit of the Company;
    - (C) are not without the prior written consent of Custodian be deposited or held with any third-party depository, custodian, clearance system or wallet; and

- (D) are held offline in the Custody Account, except for such Portfolio Assets held in the Exchange Account on a temporary basis to facilitate deposits and withdrawals of such Portfolio Assets to and from the Gemini Account.
- (b) The Custodian shall at all times hold registered Portfolio Assets in the name of the Company, the Custodian, a Sub-Custodian, or their respective nominees; provided that all such Portfolio Assets shall be held in an account of the Custodian containing only assets of the Company, or only assets held by the Custodian as a fiduciary or custodian for customers; and, provided further, that the account number or other designation in the records of the Custodian shall have an account number or other designation sufficient to show that the beneficial ownership of the Portfolio Assets is vested in the Company.

#### **Section 4.4 Bank Accounts**

- (a) The Custodian may open and operate a bank account or accounts (hereinafter referred to collectively, as “**Bank Accounts**”) on the books of the Custodian or any Sub-Custodian provided that such account(s) shall be in the name of the Custodian or a nominee of the Custodian, for the account of the Company, and shall be subject only to the draft or order of the Custodian; provided however, that such Bank Accounts in countries other than Canada may be held in an account of the Custodian containing only assets held by the Custodian as a fiduciary or custodian for customers; and provided further, that the records of the Custodian shall indicate at all times that the beneficial ownership of the Portfolio Assets held in such account is vested in the Company. Such Bank Accounts may be denominated in either Canadian Dollars or other currencies.
- (b) The Custodian may open and operate Bank Accounts on behalf of the Company, in the name of the Custodian or a nominee of the Custodian, at such banks or trust companies (including the Custodian, any Sub-Custodian or any subsidiary or Affiliate of the Custodian or Sub-Custodian,) (each hereinafter referred to as a “**Banking Institution**”) other than the Custodian or any Sub-Custodian, provided that such account(s) shall be in the name of the Custodian or a nominee of the Custodian, for the account of the Company, and shall be subject only to the draft or order of the Custodian; provided however, that such Bank Accounts may be held in an account of the Custodian containing only assets held by the Custodian as a fiduciary or custodian for customers; and provided further, that the records of the Custodian shall indicate at all times that the beneficial ownership of the securities and other assets are held in such account is vested in the Company. Such Bank Accounts may be denominated in either Canadian Dollars or other currencies. Provided that the Custodian has met its standard of care as outlined in Section 5.01(a), the Custodian shall not be responsible for the selection of the Banking Institution and for the failure of such Banking Institution to pay according to the terms of the deposit.
- (c) The Custodian may maintain certain Bank Accounts at the Custodian on behalf of the Company (the “**Transfer Agent Accounts**”) to facilitate the efficient transfer of cash to and from (i) the Bank Accounts established and maintained at the Custodian and (ii) bank accounts established and maintained at Banking Institutions other than

the Custodian or any Sub-Custodian. The Custodian also maintains certain Bank Accounts at the Custodian on behalf of the Company (the “**Foreign Exchange Accounts**”) to facilitate the settlement of foreign currency transactions on a net basis, for immediate further allocation to the Company participating in each foreign currency transaction. The Company and Custodian agree that the Custodian shall provide the Transfer Agent Accounts and the Foreign Exchange Accounts established and maintained by such Custodian with the same treatment as other Bank Accounts established and maintained pursuant to this Agreement, and any and all applicable representations, warranties, covenants, conditions, agreement, rights, obligations or duties of the Company or the Custodian with respect to such Transfer Agent Accounts and Foreign Exchange Accounts shall be governed by the corresponding provisions of this Agreement. The Custodian shall also specify in the records it maintains with respect to the Company and their Bank Accounts and any other records maintained or required to be maintained by this Agreement or regulatory requirements applicable to the Custodian, its relationship as Custodian pursuant to which the Transfer Agent Accounts and the Foreign Exchange Accounts are maintained in order to comply with any applicable rules, regulations, or other requirements of the Federal Deposit Insurance Corporation. The Custodian agrees that such records shall be conclusive evidence of the individual and not joint interest of each Company in any amounts then credited to the Transfer Agent Accounts or the Foreign Exchange Accounts.

#### **Section 4.5 Contractual Income.**

The Custodian shall credit the Company with income, principal, dividends, distributions, maturity proceeds and other payments on Portfolio Assets (net of applicable taxes and fees) on the contractual payment date or upon actual receipt as determined by the Custodian. To the extent the Custodian credits income on a contractual payment date, the Custodian may reverse such accounting entries with back value to the contractual payment date if the Custodian reasonably believes that such amount will not be promptly received by the Custodian.

#### **Section 4.6 Contractual Settlement.**

The Custodian shall reflect the settlement of Portfolio Assets transactions on the basis of either contractual settlement day accounting or actual settlement day accounting as determined by the Custodian in its commercially reasonable discretion. To the extent the Custodian settles certain Portfolio transactions on the basis of contractual settlement date accounting, the Custodian shall be entitled at any time after the contractual settlement date to reverse with back value to the contractual settlement day any entry relating to such contractual settlement where the related transaction remains unsettled.

#### **Section 4.7 Settlements.**

Settlements of transactions may be effected in accordance with trading and processing practices customary in the jurisdiction or market where the transaction occurs. The Company acknowledges that this may, in certain circumstances, require the delivery of cash or Portfolio Assets without the concurrent receipt of Portfolio Assets or cash and, in such circumstances, the Company shall have the sole responsibility and risk for non-receipt of payment from (or late payment by) the relevant counterparty.

#### **Section 4.8 Periodic Review by the Custodian.**

Subject to any exemptive relief granted to the Company with respect to the appointment of Gemini as Sub-Custodian, the Custodian shall on a periodic basis, not less frequently than annually,

- (a) review the provisions of this Agreement and all custodial arrangements with Sub-Custodians appointed by the Custodian to ensure that such custodial arrangements are in compliance with Part 6 of NI 81-102,
- (b) make reasonable enquiries to ensure that each Sub-Custodian so appointed by the Custodian is an entity that satisfies the requirements of section 6.2 or 6.3, as applicable, of NI 81-102 subject to any applicable exemptive relief which may permit Sub-Custodian to meet different requirements than those set out in such sections,
- (c) make or cause to be made any changes to this Agreement or agreements with its Sub-Custodians as may be necessary to ensure that this Agreement and all Sub-Custodians and the agreements pursuant to which they are appointed comply with Part 6 of NI 81-102. The Company agrees that the Custodian shall be entitled to make such changes. The Custodian shall provide the Company with written notice of any such changes within a reasonable period of time following such changes being made,
- (d) review of the procedures, records and creditworthiness that Gemini has in respect of the Company's Portfolio Assets listed in Schedule B, Part II to satisfy itself as to the continuing appropriateness of using Gemini as Sub-Custodian of the Company's Portfolio Assets listed in Schedule B, Part II, and
- (e) if directed by the Company, upon five Business Day's prior written notice, perform an inventory reconciliation of the Company's Portfolio Assets.

#### **Section 4.9 Annual Confirmations.**

The Custodian shall not more than 60 days after the end of each financial year of the Company, advise the Company in writing of: (a) the names and addresses of all Sub-Custodians appointed by the Custodian and whether to the best of the knowledge and belief of the Custodian, after making reasonable inquiry, each Sub-Custodian is an entity that satisfies the requirements of section 6.2 or 6.3, as applicable, of NI 81-102 subject to any applicable exemptive relief which may permit Sub-Custodian to meet different requirements than those set out in such sections; and (b) whether to the best of the knowledge and belief of the Custodian, after making reasonable inquiry, this Agreement and all sub-custody agreements are in compliance with Part 6 of NI 81-102. The Company is entitled to deliver a copy of any such report to provincial securities commissions in accordance with the requirements of NI 81-102.

## **ARTICLE 5 INVESTMENT**

### **Section 5.1 Investment of the Portfolio.**

The Custodian shall have no responsibility for the investment or reinvestment of the Portfolio. The Custodian shall invest or reinvest the Portfolio only upon Proper Instructions. The Custodian shall be fully protected in acting in accordance with Proper Instructions or for failing to act in the absence of Proper Instructions. Without limiting the generality of the foregoing, the Custodian shall have no responsibility for any investment decisions for which Proper Instructions are given and shall not be responsible or liable for any loss, avoidance of any loss or diminution of value of any Portfolio Assets held by the Custodian or its Sub-Custodians.

## **ARTICLE 6 TAX OBLIGATIONS AND CLAIMS**

### **Section 6.1 Payment of Tax Obligations.**

If the Custodian is responsible under any applicable laws for any Tax Obligation in respect of the Company, any Portfolio Assets or any transaction entered by or on behalf of the Company, the Company shall cause the Authorized Person to inform the Custodian in writing of such Tax Obligations, shall direct the Custodian with respect to the performance of such Tax Obligations and shall provide the Custodian with the necessary funds and all information required by the Custodian to fund, pay or meet such Tax Obligations.

### **Section 6.2 Liability.**

The Custodian shall have no responsibility or liability for and shall be indemnified and held harmless by the Company for any Tax Obligations now or hereafter imposed on the Company, any Portfolio Assets or the Custodian or its Sub-Custodians in respect of the Company, any Portfolio Assets or any transaction entered by or on behalf of the Company by any taxing authorities, domestic, foreign or international.

## **ARTICLE 7 REPORTING AND RECORDKEEPING**

### **Section 7.1 Portfolios and Records.**

The Custodian shall keep records with respect to the Company at offices located in Calgary, Alberta or such other location within Canada as may be agreed by the Company from time to time.

### **Section 7.2 Reports.**

To the extent that the Custodian must provide any reports or other information in respect of the services provided by it as the custodian, its obligations are set out in Section 4.9 of this Agreement.



### **Section 7.3 Access.**

The Custodian agrees (i) to make available and to permit any regulator to which the Company may be subject from time to time, to inspect and make copies of all accounts, books and records maintained by the Custodian in connection with its duties under this Custodian Agreement whether by accompanying the Company in such a review, or by conducting such a review independently, subject to reasonable notice of such review (if and to the extent permitted by applicable laws and regulations) being provided to the Company by the Custodian, and (ii) to make best efforts (without expending of any money) to make the same rights available to any regulator with respect to any Sub-Custodian.

## **ARTICLE 8 FORCE MAJEURE**

### **Section 8.1 Force Majeure.**

Notwithstanding any other provision of this Agreement, the Company agrees that the Custodian and each Sub-Custodian, as applicable, shall not be responsible or liable for the failure of the Custodian (including a failure of any Sub-Custodian or any of their respective employees and agents) to perform under this Agreement or for any loss, damage or expense to the Company, any Portfolio Assets or any transaction resulting from any event beyond the reasonable control of the Custodian or its agents or Sub-Custodians, including but not limited to nationalization, strikes, expropriation, devaluation, seizure, or other similar action by any governmental authority, *de facto* or *de jure*; or enactment, promulgation, imposition or enforcement of currency restrictions, exchange controls, levies or other charges affecting the any Portfolio Assets or any transaction; or the breakdown, failure or malfunction of any utilities or telecommunications systems; or any order or regulation of any banking or securities industry including changes in market rules and market conditions affecting the execution or settlement of transactions; or any other similar or third-party event; or acts of war, terrorism, insurrection or revolution; or acts of God. This Article 8 shall survive the termination of this Agreement.

### **Section 8.2 Fees and Expenses.**

The Company agrees to pay the Custodian the fees, commissions and charges set out in the Custodian's fee letter provided to the Company, as amended, supplemented and updated by the Custodian from time to time (the "**Fee Letter**"), together with all reasonable expenses incurred by the Custodian, its Affiliates or its Sub-Custodians or its or their agents in the discharge of their duties under this Agreement.

The Company shall ensure that unencumbered cash or securities are available in the Portfolio to satisfy all payments, deliveries and transactions which the Custodian is requested to settle, and the Company shall pay to the Custodian and satisfy any debit balance or short position in the Portfolio upon demand, and shall also pay to the Custodian interest, calculated daily and payable and compounded monthly, on outstanding amounts owing (including on the market value of any short position) and on all other amounts payable hereunder, at the applicable over-draft rate determined by the Custodian from time to time in effect, both before and after default and judgment. The Company hereby waives notice of all changes by the Custodian to its over-draft rates.

The Custodian is authorized to debit all such amounts referred to in this Section to the Portfolio or to deduct them from any monies received by the Custodian for the Company. Accordingly, to secure a good faith claim for the payment of such fees and expenses, the Company hereby grants the Custodian a security interest in the Portfolio Assets to the extent of such claim.

The Company shall not be liable to pay any fees to the Custodian or its Sub-Custodians for the transfer of beneficial ownership of assets of the Company other than for safekeeping and administrative services in connection with acting as custodian or Sub-Custodian.

## **ARTICLE 9**

### **GENERAL POWERS AND RESPONSIBILITIES OF THE CUSTODIAN**

#### **Section 9.1 Administrative Powers.**

The Custodian may exercise the following powers and authority in the administration of the Company:

- (a) employ agents, Sub-Custodians, advisors and legal counsel, who may be counsel for the Company, and, as part of its reimbursable expenses under this Agreement, to pay their reasonable compensation and expenses;
- (b) make, execute and deliver any and all documents, agreements or other instruments in writing as are necessary or desirable for the accomplishment of any of the powers and duties in this Agreement;
- (c) refuse to perform any or all of the services to be performed hereunder if, in the opinion of the Custodian, acting reasonably, there are grounds for such refusal; and
- (d) generally take all action, whether or not expressly authorized, which the Custodian may deem necessary or desirable for the fulfillment of its duties hereunder.

#### **Section 9.2 Title.**

The Custodian and its Sub-Custodians and agents shall not be responsible for the title, validity or genuineness of any Portfolio Assets or evidence of title thereto received by or delivered by them or any defect in ownership or title.

#### **Section 9.3 Prior Custodians**

The Custodian and its Sub-Custodians and agents shall have no duties, responsibilities or liability under this Agreement with respect to the acts or omissions of any prior custodian or their Sub-Custodians or agents.

#### **Section 9.4 Privacy**

- (a) Notwithstanding any other term hereof, the Custodian shall, with respect to all the Company information and information provided to the Custodian respecting employees or customers of the Company, comply, as directed by the Company, with the *Personal Information Protection and Electronic Documents Act* (Canada), any regulations promulgated thereunder, and any and all other similar laws, regulations, standards,

rules, policies or guidelines issued by relevant regulatory authorities relating to customer privacy and protection of customer information.

- (b) For the protection of both the Company and the Custodian, and as a tool to correct misunderstandings, the Company hereby authorizes Custodian in its discretion and without prior notice to the Company, to monitor and/or record and store any or all telephone conversations between the Company and the Custodian and any of the Custodian's employees or agents. The Company acknowledges that the Custodian may determine not to make or keep such recordings and such determination shall not in any way affect any party's rights under this Agreement.

### **Section 9.5 Confidentiality**

The parties hereto agree that each shall treat confidentially the terms and conditions of this Agreement and all information provided by each party to the other regarding its business and operations. All confidential information provided by a party hereto shall be used by any other party hereto solely for the purpose of rendering services pursuant to this Agreement and, except as may be required in carrying out this Agreement, shall not be disclosed to any third party without the prior consent of such providing party. For greater certainty and without limiting the generality of the foregoing, only employees of departments that are being utilized by the Custodian to provide services to the Company shall have access to information about the Company. This access will be on a "need to know" basis necessary to carry out their functions for the Company. The foregoing shall not be applicable to: (a) information that is required to be disclosed by judicial or administrative process or otherwise by applicable law or regulation (provided that the party intending to disclose information pursuant to any such requirement shall provide written notice to the other party as far in advance of making such disclosure as practicable, but only to the extent such notice is permissible), (b) information that is publicly available when disclosed (other than information that becomes publicly available through a breach of this Agreement), (c) information that is required to be disclosed to any regulatory body having jurisdiction over the Custodian or any Sub-Custodian, or (d) information that is required to be disclosed to any auditor of the parties hereto or to proxy voting vendors, in either case, provided that such auditors or proxy voting vendors are subject, by law or agreement, to duties of confidentiality at least as extensive as those set forth in this Agreement.

## **ARTICLE 10 STANDARD OF CARE; INDEMNIFICATION**

### **Section 10.1 Standard of Care**

In carrying out all of its duties and obligations under this Agreement, the Custodian shall exercise: (a) the degree of care, diligence and skill in the safekeeping of the Portfolio Assets of the Company that a reasonably prudent Person would exercise in the circumstances, or (b) the degree of care, diligence and skill that the Custodian uses in respect of its own property of a similar nature, if this is a higher degree of care than the degree of care referred to in paragraph (a) (the "**Standard of Care**"). The Custodian and its Sub-Custodians shall have no liability or responsibility for any Portfolio Assets until such assets are received by the Custodian or the relevant Sub-Custodian, as applicable.

## **Section 10.2 Advice of Counsel**

The Custodian shall be entitled to receive and act upon advice of counsel on all matters. The Custodian shall be without liability for any action reasonably taken or omitted in good faith pursuant to the advice of: (a) counsel for the Company; or (b) counsel for the Custodian; provided, however, with respect to the performance of any action or omission of any action upon such advice, the Custodian shall be required to comply with the Standard of Care.

## **Section 10.3 Liability for Sub-Custodians and Depositaries**

- (a) The Custodian shall not be liable to the Company for any loss, damage or expense suffered or incurred by the Company resulting from the actions or omissions of a Sub-Custodian, unless such loss, damage or expense is caused by, or results from, the gross negligence, fraud, willful default, or breach of the Standard of Care by, the Custodian; provided, however, that in the event of any such loss, damage or expense, the Custodian shall take all reasonable steps to enforce such rights as it may have against any Sub-Custodian to protect the interests of the Company.
- (b) The Custodian shall not be liable to the Company for any loss, damage or expense suffered or incurred by the Company resulting from the use by the Custodian of a Depository, unless such loss, damage or expense is caused by, or results from, the gross negligence, fraud, wilful default, or breach of the Standard of Care by, the Custodian; provided, however, that in the event of any such loss, damage or expense, the Custodian shall take all reasonable steps to enforce such rights as it may have against the Depository to protect the interests of the Company.
- (c) The Company agrees to reimburse the Custodian for all reasonable out-of-pocket expenses incurred by the Custodian on behalf of the Company in connection with the fulfillment of its obligations under this Section 10.3; provided, however, that such reimbursement shall not apply to expenses occasioned by or resulting from the negligence, fraud, wilful default, or breach of the Standard of Care by the Custodian.

## **Section 10.4 Indemnity by the Company.**

- (a) Subject to the limitations set forth in this Agreement, the Company agrees to indemnify and save harmless the Custodian, its Affiliates, its Sub-Custodians and their respective directors, officers, employees, partners, agents, advisors, shareholders and nominees (collectively, the “**Indemnified Parties**” and individually, an “**Indemnified Party**”) from and against any and all losses, claims, actions, suits, proceedings, damages, liabilities or expenses of whatsoever nature or kind, including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees, disbursements and taxes of their counsel, in connection with any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party (each a “**Claim**” and, collectively, the “**Claims**”) to which an Indemnified Party may become subject or otherwise involved in any capacity insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, this Agreement or the services set forth in this Agreement to be provided by the

Custodian or any Sub-Custodian; provided, however, that such indemnity shall not apply to any Claim occasioned by or resulting from the gross negligence, fraud or wilful default (or, in respect of the Custodian or Sub-Custodian as Indemnified Party, the Custodian's or Sub-Custodian's breach of the Standard of Care). The Company agrees to reimburse each Indemnified Party forthwith, upon demand, for any legal or other expenses reasonably incurred by such Indemnified Party in connection with any Claim or in enforcing this indemnity as and when incurred.

- (b) If and to the extent that a court of competent jurisdiction, in a final non-appealable judgement in a proceeding in which the Custodian is named as a party, determines that a Claim resulted from an Indemnified Party's negligence, fraud or wilful default (or, in respect of the Custodian or Sub-Custodian as Indemnified Party, the Custodian's or Sub-Custodian's breach of the Standard of Care), such Indemnified Party shall reimburse any Companies advanced by the Company to the Indemnified Party pursuant to this indemnity in respect of such Claim and thereafter this indemnity shall cease to apply to such Indemnified Party in respect of such Claim. The Company agrees to waive any right the Company might have of first requiring the Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other Person before claiming under this indemnity.
- (c) The Company hereby constitutes the Custodian as trustee for each of the other Indemnified Parties of the Company's covenants under this indemnity with respect to such Persons and the Custodian agrees to accept such trust and to hold and enforce such covenants on behalf of such Persons.

## **Section 10.5 Survival.**

The provisions of Section 3.4, Article 6, Article 8, Section 9.4, Section 9.5, Section 11.1, Section 13.1, Section 13.9, Article 10 hereof and any other rights or obligations incurred or accrued by any party hereto prior to termination of this Agreement shall survive any termination of this Agreement.

## **ARTICLE 11 TERMINATION.**

### **Section 11.1 Termination of the Company.**

Either the Custodian or the Company may terminate this Agreement on 120 days' written notice to the other. The Company may terminate the appointment of the Custodian pursuant to this Agreement immediately:

- (a) in the event the Custodian, in the reasonable opinion of the Company, fails to comply with NI 81-102;
- (b) if an order is made or an effective resolution is passed for the winding-up, dissolution or liquidation of the Custodian; or

- (c) if the Custodian becomes bankrupt or insolvent or makes a general assignment for the benefit of its creditors or a receiver is appointed in respect of Custodian or a substantial portion of its assets.

The Custodian may terminate this Agreement on 30 days' written notice to the Company in the event that the Custodian has delivered a termination notice to Gemini under Section 13, or is entitled to deliver a termination notice to Gemini under Section 13(c), of the Sub-Custody Agreement among the Company, the Custodian and Gemini dated as of the date hereof (the "**Gemini Agreement**").

### **Section 11.2 Proper Instructions.**

Unless the notice of termination provides otherwise, the Custodian shall continue to act on all Proper Instructions up until the date of termination of the Agreement.

### **Section 11.3 Notice of Termination.**

Any termination of this Agreement shall be by written notice of the terminating party to the other party.

### **Section 11.4 Delivery of Assets.**

The Custodian agrees to deliver the Company's Portfolio Assets as soon as practicable after termination of the Agreement to or as instructed by the Company and to co-operate with any successor custodian to the extent necessary to facilitate the reasonable transition of such assets to a new custodian. In the case of Portfolio Assets held in bearer form or registered in nominee name, the Custodian need not deliver the actual Portfolio Assets that were deposited with it, but may deliver Portfolio Assets of the same issue and denomination. All taxes and other reasonable expenses incident to the transfer, resulting from such termination shall be paid by the Company. The Custodian shall have the right to charge all such taxes and expenses to the Company.

## **ARTICLE 12 NOTICE**

### **Section 12.1 Notices to Custodian.**

Any list of Authorized Parties and any notice of a change of identity or authority of an Authorized Person, notice of an audit, notice of termination, or any other notice required or permitted to be given under this Agreement (other than a Proper Instruction) to the Custodian shall be in writing addressed to the Custodian as follows:

Odyssey Trust Company  
Stock Exchange Tower  
1230 – 300 5th Avenue SW  
Calgary, AB T2P 3C4

Attention: Dan Sander  
Email: dsander@odysseytrust.com

## **Section 12.2 Notice to the Company.**

Any notice, demand or other communication from the Custodian to the Company shall be in writing addressed to the Company as follows:

First Growth Funds Limited  
Level 14, 440 Collins Street,  
Melbourne, Victoria,  
Australia 3000

Attention: Anoosh Manzoori  
Facsimile:  
Email: a.manzoori@firstgrowthfundscom

## **Section 12.3 Delivery.**

Notices given pursuant to this Article 12 may be sent by personal delivery (including courier) during business hours or may be sent by ordinary mail or by facsimile or email. Such notice shall be deemed to have been delivered at the time of personal delivery, or on the fifth Business Day following the day of mailing (unless delivery by mail is likely to be delayed by strike or slowdown of postal workers, in which case it shall be deemed to have been given when it would be delivered in the ordinary course of the mail allowing for such strike or slowdown), or if sent by facsimile or email, on the day of receipt if sent before 5:00 p.m. (local time of the recipient) on a Business Day or on the next business Day if sent after 5:00 p.m., or not on a Business Day.

Any party may change its address by giving notice to the other party in the manner set forth in this Section.

## **ARTICLE 13 MISCELLANEOUS**

### **Section 13.1 Execution of Documents**

- (a) **Actions by the Company.** Upon request, the Company shall execute and deliver to the Custodian such proxies, powers of attorney or other instruments as may be reasonable and necessary or desirable in connection with the performance by the Custodian or any Sub-Custodian of their respective obligations to the Company under this Agreement or any applicable sub-custodian agreement with respect to the Company, provided that the exercise by the Custodian or any Sub-Custodian of any such rights shall in all events be in compliance with the terms of this Agreement.
- (b) **Actions by Custodian.** Upon receipt of Proper Instructions, the Custodian shall execute and deliver to the Company or to such other parties as the Company may designate in such Proper Instructions, all such documents, instruments or agreements as may be reasonable and necessary or desirable in order to implement any of the transactions contemplated hereby.

## **Section 13.2 Representations**

- (a) The Company hereby represents and warrants, and such representations and warranties shall be continuing and shall survive the termination of this Agreement, that:
  - (i) (A) if the Company is a corporation, it is duly incorporated, continued or amalgamated and validly existing under the laws of the jurisdiction of its incorporation, continuance or amalgamation, it is current and up-to-date with all material filings, and it has the corporate power, capacity and authority to own, lease and operate its assets and property, carry on its business and to enter into and perform its obligations under this Agreement, or (B) if the Company is a trust or other unincorporated organization, it is duly organized under the laws which govern it, it is current and up-to-date with all material filings, and it has the power, capacity and authority to own, lease and operate its assets and property, carry on its business and to enter into and perform its obligations under this Agreement;
  - (ii) the Company has duly authorized the execution and delivery of this Agreement and this Agreement has been duly executed and delivered;
  - (iii) the Company is acting as principal in entering into and performing its obligations under this Agreement;
  - (iv) this Agreement and the Company's obligations under this Agreement constitute legal, valid and binding obligations of the Company enforceable against the Company in accordance with applicable law (subject to general insolvency, bankruptcy and equitable principles);
  - (v) the execution, delivery and performance of this Agreement does not and will not conflict with any applicable law or any constating document, by-law, resolution of the directors or shareholders or agreement affecting it or any of its assets;



- (b) The Custodian hereby represents and warrants, and such representations and warranties shall be continuing and shall survive the termination of this Agreement, that:
  - (a) the Custodian is a trust company duly incorporated, continued or amalgamated and validly existing under the laws of the jurisdiction of its incorporation, continuance or amalgamation, it is current and up-to-date with all material filings, and it has the corporate power, capacity and authority to own, lease and operate its assets and property, carry on its business and to enter into and perform its obligations under this Agreement;
  - (b) the Custodian has duly authorized the execution and delivery of this Agreement and this Agreement has been duly executed and delivered;
  - (c) this Agreement and the Custodian's obligations under this Agreement constitute legal, valid and binding obligations of the Custodian enforceable against the Custodian in accordance with applicable law (subject to general insolvency, bankruptcy and equitable principals);
  - (d) the execution, delivery and performance of this Agreement does not and will not conflict with any applicable law or any constating document, by-law, resolution of the directors or shareholders or agreement affecting it or any of its assets; and
  - (e) the Custodian meets the qualifications in NI 81-102 to be a custodian of an investment fund subject to NI 81-102 on the basis that the Custodian is a trust company that is incorporated under the laws of Canada and licensed or registered under the laws of Canada, and that has equity, as reported in its most recent audited financial statements, of not less than \$10,000,000.

### **Section 13.3 Residency.**

The Company represents that it is a resident of Australia.

### **Section 13.4 Entire Agreement.**

This Agreement constitutes the entire understanding and agreement of the Company, on the one hand, and the Custodian, on the other, with respect to the subject matter hereof and accordingly, supersedes as of the effective date of this Agreement any custodian agreement heretofore in effect between each Company and the Custodian. In the event that there is any inconsistency in respect of the rights and obligations contained in this Agreement, the rights and obligations in this Agreement shall govern and prevail.

### **Section 13.5 Invalidity.**

If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

### **Section 13.6 Amendment.**

Except as otherwise provided in this Agreement, no provision of this Agreement shall be deemed waived, amended or modified by any party unless such waiver, amendment or modification is in writing and signed by the parties hereto; provided, however: (a) Schedule "A" listing the Authorized Persons may be amended from time to time to add or remove one or more Authorized Persons, by the Company's execution and delivery to the Custodian of an amended Schedule "A", and the execution of such amended Schedule by the Custodian, in which case such amendment shall take effect immediately upon execution by the Custodian.

### **Section 13.7 Counterparts and Electronic Delivery.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said counterparts shall constitute one and the same instrument. This Agreement may be executed and delivered by delivery of a facsimile or email of an electronic counterpart in pdf of this Agreement or of the signature page hereof.

### **Section 13.8 No Assignment**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. If necessary to comply with the provisions of NI 81-102, the Custodian may assign this Agreement and responsibility for all custodial obligations to an Affiliate (and at such time all Portfolio Assets of the Company shall be transferred to such new custodian or its sub-custodians in order to preserve the rights and benefits of the Company hereunder in such Portfolio Assets). Except as may be otherwise specifically provided herein, no assignment shall be made of this Agreement without the prior written consent of the parties hereto.

### **Section 13.9 Governing Law.**

This Agreement shall be governed by and construed in accordance with and governed by the laws of British Columbia and the laws of Canada applicable therein without giving effect to principles of conflicts of law.

### **Section 13.10 Securities Transfer Act Provision.**

For purposes of the *Securities Transfer Act* (x'), the *Personal Property Security Act* (British Columbia) and any similar legislation in any other jurisdiction (a) the jurisdiction of the Custodian, as securities intermediary with respect to the Company is the Province of British Columbia, (b) the Portfolio and all securities, margin, deposit and other accounts which forms part of the Portfolio are "securities accounts", and (c) any property of any nature whatsoever credited to the Portfolio is a "financial asset". Any reference in this Agreement to a "security" includes a "security entitlement" as defined in the *Securities Transfer Act* (British Columbia ).

**Section 13.11 Use of English Language and Place of Execution.**

It is the express wish of the parties that this Agreement and all documents, notices and other communications relating to this Agreement be in English. *Il est la volonté expresse des parties que le contrat et tous les documents, avis et autres communications qui concernent le contrat soient rédigés en langue anglaise.*

If you are a resident of or subject to the laws of Quebec, the parties agree that this Agreement and any other contract entered into in connection with it shall be effective only upon its execution by us outside of Quebec and that, accordingly, all such agreements shall be deemed to be entered into outside of Quebec.

***[Signature Page Follows.]***

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first set forth above by their duly authorized signing officers.

**ODYSSEY TRUST COMPANY**

By: "Dan Sander"  
Name: Dan Sander  
Title: VP, Corporate Trust

By: "Amy Douglas"  
Name: Amy Douglas  
Title: Director, Corporate Trust

**FIRST GROWTH FUNDS LIMITED**

By: "Anoosh Manzoori"  
Name: Anoosh Manzoori  
Title: CEO

By: "Dan S"

**SCHEDULE “A”**  
**LIST OF AUTHORIZED PARTIES**

**Anoosh Manzoori**

**Athan Lekkas**

**Michael Clarke**

**Geoff Barnes**

**SCHEDULE “B” –**  
**PORTFOLIO ASSETS**

## Part I

## Table 1

[illegible]

**Table 2**

<b>Financial assets - unlisted securities</b>				
<b>Registered name</b>	<b>Address</b>	<b>Type of security</b>	<b>Number of securities</b>	<b>May 31 2020 AUD (\$)</b>
Globex US Holdings Corporation	1450 Broadway 26th floor, New York NY 10018	Ord shares	400	600,204
CCP Technologies Ltd	Level 7, 420 Collins Street, MELBOURNE, VIC, AUSTRALIA, 3000	options (tranche 1)	12,500,000	50,000
CCP Technologies Ltd	Level 7, 420 Collins Street, MELBOURNE, VIC, AUSTRALIA, 3000	options (tranche 2)	15,090,370	286,717
<b>Total equity securities</b>				<b>936,921</b>
YPB Systems Limited	Suite 1, 295 Rokeby road, SUBIACO, WA, AUSTRALIA, 6008	Convertible notes	495,000	509,277
Helbiz Inc	32 Old Slip, New York, NY United States	Convertible notes	15	247,835
<b>Total convertible notes</b>				<b>757,112</b>
<b>Total financial assets - unlisted securities</b>				<b>1,694,033</b>

## **Part II Cryptocurrencies and Digital Assets**

**Table 3**

<b>Cryptocurrencies</b>	<b>Number</b>	<b>May 31 2020 AUD (\$)</b>
Ethereum tokens	255.5	88,913
<b>Total</b>		<b>88,913</b>

