

THE ROYAL MINT'S GUIDELINES & CONDUCT AGREEMENT ref:TCTRMGC122020

PARTIES

The Collectors Trove, a division of Imported Packaging Solutions Limited, incorporated and registered in England and Wales with company number 05048727 whose registered office is Unit C, 126 Rickmansworth Road, Watford, Hertfordshire. WD18 7WR.

The Reseller, any person, entity or Company that The Collectors Trove sells the Product to for onward sale to its consumers.

The Royal Mint Limited, incorporated and registered in England and Wales with company number 06964873 whose registered office is at The Royal Mint, Llantrisant, Pontyclun, CF72 8YT.

DEFINITIONS

Guidelines: The Royal Mint's and The Collector's Trove's advertising and promotional guidelines and any other guidelines (including brand guidelines) as supplied to the Reseller, as may be amended from time to time. See The Royal Mint's Official Guidelines ref. TCTRMOG092020 shown overleaf.

Licensed Product: those Products featuring third party intellectual property rights that The Royal Mint has been granted a license for from a Licensor.

Licensor: the owner or someone otherwise entitled to license and exploit certain copyright, goodwill trademarks or other intellectual property rights featured on Licensed Products.

Product(s): such products as offered by The Collectors Trove to the Reseller for onward sale to its consumers.

Trade Marks: means all registered and unregistered intellectual property rights in the name "Royal Mint" and associated logos including the mark that is the subject of registration number EU006043863.

AGREEMENT

- 1) The Reseller agrees that it will not carry out any activities that will or may weaken, damage or be detrimental to the reputation of The Royal Mint and will conduct itself in the appropriate manner expected of a person, entity or Company selling products from a brand such as The Royal Mint.
- 2) The Reseller agrees that it will not carry out any activities that will or may weaken, damage or be detrimental to the Trade Marks or the reputation or goodwill associated with the Trade Marks, or that may invalidate or jeopardise any registration of the Trade Marks of The Royal Mint.
- 3) The Reseller agrees that it will not carry out any activities that will breach The Royal Mint's official brand guidelines as may be amended from time to time (for reference, current applicable guidelines are dated September 2020, a summary of which is shown overleaf).
- 4) The Reseller agrees that they will not sell or distribute any of the products supplied by The Royal Mint gratuitously or by way of free or cut-price offers for publicity or as premiums in association with other goods or services that they may provide.
- 5) The Reseller will not refer to itself as an Official or Authorised Distributor, Reseller, Partner or otherwise as being approved or endorsed by or having a relationship with The Royal Mint in any way.

REMEDY

Should The Collectors Trove become aware of any breach of the agreement above or any detrimental conduct carried out by the Reseller in regards to the agreement above, The Collectors Trove will immediately notify the Reseller taking the appropriate actions to remedy the Reseller's breach or detrimental conduct.

The Collectors Trove may also instruct the Reseller to immediately stop using or referring to The Royal Mint logo, trademarks, service marks, badges or images and seek confirmation from the Reseller that this has happened. Please note that the remedy may include immediately ceasing trading with the Reseller and informing The Royal Mint of the Reseller's breach or detrimental conduct.

For the avoidance of doubt, conduct that will breach the Guidelines or that may weaken or be detrimental to the reputation or goodwill associated with the Trade Mark or The Royal Mint includes (but is not limited to) the following actions:

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- (a) publishing of defamatory or misleading posts;
- (b) Resellers purporting to be an official Royal Mint partner/distributor/reseller;
- (c) misleading sales and marketing practices;
- (d) the packaging and sale of coins taken out of circulation including passing of such product as product made by or in conjunction with The Royal Mint;
- (e) releasing commemorative coins in brilliant uncirculated and proof standards into circulation in order to harm the reputation or goodwill associated with The Royal Mint or its Trade Marks;
- (f) publishing of Embargoed Information, which includes the publishing of any words or images which may cause the public to speculate about the contents of the Embargoed Information;
- (g) repackaging of the Products into unauthorised and unapproved packaging, including the breaking up of coin sets to sell as individual coins;
- (h) unauthorised and unapproved use of The Royal Mint's or the Licensor's assets.

The Collectors Trove will regularly monitor the activities of the reseller to ensure that the reseller is adhering to the terms of this agreement and specifically complying with the official brand guidelines as mentioned above. From time to time, The Collector's Trove may ask to be provided with proof of adherence or compliance in the form of, but not limited to photos, screenshots, samples of catalogues, brochures, relevant communications.

The Royal Mint's Official Guidelines (September 2020) ref: TCTRMOG092020

Rules on Trademarks

1) Introduction

- 1.1 These guidelines (Guidelines) are for The Royal Mint's Partners and other parties wishing to use The Royal Mint's Intellectual Property. For the purpose of these Guidelines, "Partner" means any person or entity who has a direct trading relationship with The Royal Mint.
- 1.2 In these Guidelines, Intellectual Property means patents, rights to inventions, copyright and related rights, moral rights, trademarks, badges, images (including in promotional, advertising, instructional and reference materials), business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, and includes for the avoidance of doubt packages, logos, typefaces, slogans, marketing campaigns and taglines.
- 1.3 If you are a licensee of any of The Royal Mint's Intellectual Property and have been provided with special usage guidelines in/with your agreement with us, please follow those guidelines. If your agreement does not provide usage guidelines, then follow these Guidelines. If you are a Partner or a member of The Royal Mint's sales programme, you may be subject to additional restrictions and you should refer to your agreement(s) in place with The Royal Mint which shall take precedence.

2) Ownership of Intellectual Property

- 2.1 You acknowledge that The Royal Mint is the sole owner, registered proprietor, or licensee (as applicable) of the Intellectual Property. You warrant and represent that you will not interfere with The Royal Mint's or HM Treasury's rights in the Intellectual Property, including challenging The Royal Mint's use, registration of or application to register any associated rights such as The Royal Mint trademark, alone or in combination with other words, anywhere in the world, and that you will not harm, misuse or bring into disrepute any Intellectual Property of The Royal Mint.
- 2.2 The goodwill derived from using any part of The Royal Mint's Intellectual Property exclusively inures to the benefit of and belongs to The Royal Mint and/or HM Treasury (where applicable). Except for the limited right to use as expressly permitted under these Guidelines, no other rights of any kind are granted hereunder, by implication or otherwise.

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3) Use of Intellectual Property

- 3.1 You may not use or register, in whole or in part, "The Royal Mint" trademark or any Intellectual Property of The Royal Mint for commercial purposes, or an alteration thereof, as or as part of a company name, trade name, product name or service name except as specifically noted in these Guidelines, in any written agreement in place with us, or as expressly agreed in writing by us.
- 3.2 You may not use an image or other variation owned by The Royal Mint or alter in anyway The Royal Mint's Intellectual Property for any purpose. Third parties cannot use a variation, phonetic equivalent, foreign language equivalent, take-off, or abbreviation of The Royal Mint's Intellectual Property for any purpose. For example, the following are not acceptable: TRM, The British Mint, the Royal British Mint etc.
- 3.3 You may not use The Royal Mint's Intellectual Property in a disparaging manner, or in a manner that would imply The Royal Mint's affiliation with or endorsement, sponsorship or support of a third-party product or service.
- 3.4 You may not manufacture, sell or give away any merchandise items bearing or in any way imitate The Royal Mint's Intellectual Property, except pursuant to an express written license or agreement from The Royal Mint.
- 3.5 You may not use an identical or virtually identical domain name to any of The Royal Mint's Intellectual Property as a second level domain name. For example, the following are not acceptable: TRM.com, Britishmint.com, Theroyalmintbullion.com, royalmint.com etc.
- 3.6 In relation to The Royal Mint's trademarks in particular, they:
 - 3.6.1 may not be used in the plural or possessive form;
 - 3.6.2 must always be spelled and capitalised exactly as we illustrate them to you; and
 - 3.6.3 must be accompanied by the appropriate trademark symbol (TM, SM, ®) in the text of the advertisement, brochure, or other material at the first time the trademark appears on a product, product documentation or other product communications; and
 - 3.6.4 must be referenced with an attribution of The Royal Mint's ownership within the credit notice section of your product, product documentation or other product communication, in one of the following two correct formats:
 - "_____ and ____ are registered trademarks of The Royal Mint."
 - "_____ and ____ are trademarks of The Royal Mint."
- 3.7 Websites that serve only as non-commercial electronic informational forums concerning The Royal Mint's product(s) may use the appropriate trademark, provided such use complies with these Guidelines.

THIS FORM MUST BE SIGNED BY THE BUSINESS OWNER OR IN THE CASE OF A COMPANY, BY A DULY AUTHORISED SIGNATORY.
IF YOU HAVE ANY QUESTIONS ABOUT THIS FORM OR ANY OF ITS TERMS & CONDITIONS, PLEASE ENSURE TO ASK US BEFORE RETURNING THE FORM.

I/We hereby confirm that I/we have read, understood and acknowledge the current "THE ROYAL MINT'S GUIDELINES & CONDUCT AGREEMENT ref: TCTTCS122020" and agree to abide by them. I/We understand that should I not abide by these or any future Terms & Conditions or agreements, my account may be suspended.

I/We acknowledge that should The Collectors Trove update and issue a new guidelines & conduct agreement for The Royal Mint in the future, that we will automatically be then bound by the new agreement.

I/We also confirm that we have read and understood and agree to follow "The Royal Mint's Official Guidelines (September 2020) ref: TCTRMOG092020" shown above.

Signed:

Position:

Name Printed:

Date:

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