

**A Parties to Agreement**

This agreement ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between:  
\_\_\_\_\_  
(the "Platform"),

Address:

City:

State:

Zip:

Phone No.:

Fax No.:

E-mail Address:

Website Address:

and Millennium Trust Company, LLC ("Millennium"), an independent Illinois trust company.

**B Representations, Warranties, and Agreements**

The parties hereto agree that Millennium will list Platform's name, logo, website link, and a brief description of Platform on the Millennium Alternative Investment Network ("MAIN") section of its website, and that Platform will list Millennium's name, logo, website link and a brief description of Millennium on Platform's website, subject to the terms and conditions in this Agreement. MAIN facilitates access to information regarding multiple alternative investment platforms for potential investors, for whom Millennium wishes to provide IRA and other custodial services. The Platform facilitates the potential investors' search for a directed custodian by providing access to Millennium's information on Platform's website. The parties hereby agree as follows:

1. Millennium agrees to display the name, logo, a brief description of Platform and a Uniform Resource Locator ("URL") website address link to Platform's website on MAIN, in the standard format available on MAIN and using information supplied by Platform, with the final format and content subject to Millennium's approval. Millennium will not be required to display any information on any specific investment available through the Platform.
2. Platform agrees to display the name, logo, a brief description of Millennium and a URL website address link to Millennium on Platform's website, using information supplied by Millennium, with the final format and content subject to Platform's approval. Platform agrees to display a "pop-up" disclaimer on any direct link from Platform's website to Millennium's website, for the user to acknowledge they are leaving the Platform's website, and that Millennium (i) is not an agent of Platform, (ii) has not conducted due diligence regarding Platform, (iii) does not recommend, offer or endorse any of Platform's investments, and (iv) shall not be liable for the information provided by Platform or the performance of Platform's investments.
3. This Agreement is non-exclusive, however, each party agrees that the name, logo, URL and information (separately and collectively, "Information") of the other party will be displayed on that party's website, and any of that party's advertising or marketing materials, with equal or greater prominence and in the same or very similar manner as the Information or similar information of entities which compete with the other party, platforms with respect to the Platform and custodians with respect to Millennium. To the extent that Platform has the technological capability, any party coming to Platform's website from MAIN will not be directed to any page on Platform's website listing other custodians.
4. Except as provided in this Agreement, neither party shall use the other's Information, or refer to the other in advertising or marketing materials, without the written permission of the other party.
5. Millennium acts as a directed custodian for IRAs and other custodial accounts, and does not provide any investment, tax, or legal advice or recommendations. Millennium does not certify or represent that users of MAIN are accredited investors.
6. Millennium does not endorse or recommend any platform or investment on MAIN or otherwise, including those investments available through Platform. Millennium does not represent that users of MAIN will purchase investments through Platform.

***Please continue to page two to complete this form.***

**B Representations, Warranties, and Agreements Continued**

- 7. Platform warrants that it will not make representations, orally or in writing, that Millennium endorses or recommends Platform or any investments available through Platform. Platform agrees and acknowledges that by listing its information on MAIN, it is not and does not become an agent of Millennium in any respect, and that it does not have any authority to act as an agent of Millennium.
- 8. Platform shall indemnify, defend, and hold harmless Millennium against any liability, claims, suits, damages, losses, or other costs (collectively, "Liabilities") that arise from or are in any way related to this Agreement or Platform's involvement with or appearance on MAIN, as well as any Liabilities that arise from or are in any way related to an investment or potential investment in Platform. This duty shall not extend to Liabilities arising from Millennium's gross negligence or willful misconduct. This duty shall survive the termination of this Agreement.
- 9. Platform represents and warrants that it is a business entity duly registered in the United States of America, and is in compliance with all applicable state and federal laws and regulations.
- 10. Platform will notify Millennium of any changes to the information provided in Section A above. Millennium has no duty to notify any of its account owners of any change in Platform's information.
- 11. There are no fees being exchanged between the parties.
- 12. Either party may terminate this Agreement upon written notice to the other party, and within three (3) business days of such notice of termination all names, logos, descriptions and URLs shall be removed from both parties' websites.

IN WITNESS WHEREOF, the parties execute this Agreement effective as of the date written in Section A.

(the "Platform") **Millennium Trust Company, LLC, solely as custodian**

Printed Name:

Printed Name:

Title:

Title:

Authorized Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_