

Corporate Investor Custody Agreement

This agreement, dated _____ ("Agreement"), is between **Diamond State Depository, LLC**, a Delaware limited liability company located at 406 West Basin Road, New Castle Delaware 19720 (**DSD**) and _____, a _____ located at _____ (the "Company"), (together, the "Parties").

Whereas, the Company intends to store in the secure vaulting and warehousing facilities of **DSD**, various assets said-to-contain gold, silver, platinum, palladium, and other platinum group and/or precious metals in bar, coin, powder, grain, plate, sponge or other industrial form, certified coins, certified currency and/or bank notes, rare coins, collectibles, negotiable and non-negotiable warehouse receipts, warrants, and other similar instruments, and/or other tangible items owned by the Company (the "Assets"); and

Whereas, **DSD** agrees to establish and operate for the Company a corporate custody account titled as _____ (the "Account"), for the purpose of accepting, holding as custodian, reporting on, transferring and/or delivering the Assets;

Now, therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. **Official Notice.** For purposes of this Agreement, "Official Notice" shall be written notice delivered to **DSD** by agent, courier, U.S. Mail, facsimile or electronic mail, which is signed by one (or more, if so required) Authorized Signer(s) of the Company (see Paragraph 16 below), with confirmation that transmission was successful, if forwarded by facsimile or electronic mail.

2. **Accounts.** All shipments delivered to **DSD** hereunder for and/or by the Company said-to-contain the Assets will be stored by **DSD** as custodian, and will be recorded and maintained in accordance with this Agreement. Parties agree that the Assets stored in the Account are deemed to be owned by the Company and once credited to the Account may be acted on by **DSD** only upon receipt of the Official Notice from the Company. **DSD** agrees that upon receipt of the Official Notice from the Company, **DSD** will within one (1) business day transfer the Assets or some portion thereof as specified in the Official Notice from one account of the Company to another designated account within **DSD**'s facilities, or prepare the Assets for delivery in accordance with the Company's Official Notice.

3. **Delivery.** Regarding deliveries into **DSD** (In-Shipments), during normal operating hours or at other times as may be mutually agreed upon by the Parties in advance, and with at least two (2) business day's prior Official Notice, **DSD** will receive In-Shipments of the Assets for the Company's Account. For unusually large or non-standard In-Shipments, **DSD** reserves the right to require up to four (4) business day's prior Official Notice to accept such In-Shipments. Regarding deliveries out of **DSD** (Out-Shipments), **DSD** agrees it will use its best efforts to arrange Out-Shipments, at Company expense, from **DSD**'s facilities by the courier or delivery service Company designates, within two (2) business days of receiving the Company's Official Notice. Regarding any Out-Shipment where delivery within a two (2) business day period is not practical or reasonable, **DSD** will use its best efforts to arrange for Out-Shipments within four (4) business days. Notwithstanding the provisions of this paragraph, the Company hereby recognizes that unusual depository activity may delay Out-Shipments of the Company's Assets beyond four (4) business days, and further agrees that **DSD** shall not be liable for any damages arising from such delays. **DSD** will notify the Company promptly of any delay.

4. **Reports --** **DSD** will provide the Company with written confirmation of transactions that occur in the Company's Account each day. **DSD** will provide the Company with monthly statements for the Account

summarizing daily transaction activity and account balances by Asset type. Transaction confirmations and monthly statements will be provided by one of the following means: U.S. mail, Facsimile, or electronic mail, at the election of the Company.

5. **Disclaimer** -- **DSD** will not ascertain, nor will it be responsible or liable for, the authenticity and/or correctness of the markings on, or the weight, fineness, value of, or contents of the Assets, or on or in any container said-to-contain the Assets, currency, or any property delivered into the Account from any source. Company acknowledges that **DSD** provides secure custody and shipping services only and that except for the circumstances described in Paragraph 8 and 9 below, it does not buy, sell, trade, or make markets in any products, and that neither **DSD** nor its officers or employees recommend or endorse any specific dealer/broker. Company further understands and acknowledges that **DSD** does not offer advice, valuation services, provide recommendations, or make representations relating to investments in tangible assets or in any investments, or to the financing of any investments.

6. **Audit And Inspection** – The Company may at any time during normal business hours, at the Company's expense, inspect the Asset and other documents and records relating to the Company's Account, and the safekeeping facilities of the **DSD** in which any of the Assets are kept. The Company shall have the right during normal business hours to consult with officers and employees of the **DSD** with respect to any matters related to this Agreement. Any requests for information, inspection or audit must be transmitted via written notification at least 4 business days prior to the Company's conducting such inspection or audit.

7. **Fees** -- **DSD**'s current fees and charges for its services hereunder are presented in Attachment A hereto. **DSD** may modify these fees upon not less than sixty (60) days' written notice to the Company. The Assets stored hereunder, as well as any of the Company's account(s) with **DSD** shall be free of any charge, lien or claim in favor of any person, except for **DSD** claiming through **DSD**. Fees and charges are due and payable to **DSD** within thirty (30) days of the date on the Company's invoice. If **DSD** does not receive payment due within the prescribed 30-day period, the Company is delinquent in payment of such bills and **DSD** may assess a late fee of \$30.00 per month or 1.5 % per month of any amount past due, whichever is greater, for as long as the past due amount remains unpaid, but in no case will the late fee be greater than the maximum amount allowed by applicable law.

8. **Liens** – Company hereby agrees and acknowledges that **DSD** has a security interest in the Assets held in the Account to the extent of any unpaid fees and charges that accrue on the Account, and Company further agrees that, if necessary, **DSD** may exercise a lien on Company's Assets to secure payment of any unpaid fees due and owing hereunder, including any fees or expenses associated with the operation of the Account and the Assets therein, and for other amounts Company may owe **DSD** for any other reason. For avoidance of any doubt and by way of example only, if upon the default notice Company fails to make payment of all fees and charges due and outstanding, as specified in the default notice, the **DSD** has the right to sell all or portions of the Assets, even if the such Assets are worth more than the amount owed, in order to satisfy the delinquency.

9. **Asset Sale** - Should Company fail to pay **DSD** any amounts due and owing under the terms of this Agreement, and such default in payment shall continue uncured for 90 days, Company authorizes **DSD** to select and sell products from the Account in the quantities required to recover the amounts Company owes it. **DSD** will pay Company any balance that may remain from such sale, after deducting the amount Company owes it, plus any costs it may incur in the sale transaction, including, but not limited to, its reasonable attorney's fees and costs, if any.

10. **Insurance** -- **DSD** agrees to maintain in effect all-risk insurance on the Assets stored for the Company. Upon request from the Company, **DSD** will provide a Certificate of Insurance evidencing insurance coverage for the Assets held by **DSD**.

11. **Warranty** -- **DSD** is specifically entitled to rely on the Company's Official Notice containing written directions concerning the disposition, transfer or withdrawal of the Assets stored pursuant to this Agreement. The Company warrants that all of its written directions to **DSD** concerning the delivery, transfer, withdrawal or shipment of the Assets be authorized and hereby holds **DSD** harmless from any claims, damages or loss that the Company may suffer as a result of **DSD**'s reliance upon such written directions. The Company expressly warrants and represents that the person(s) executing this Agreement are duly authorized to execute this Agreement on behalf of the Company. The Company also warrants that all representations made to **DSD** pursuant to this Agreement, the Account, and the Assets are true to the best of the Company's knowledge, and that its performance hereunder will comply with all applicable law.

12. **Hold Harmless** – The Company agrees to indemnify and hold **DSD**, its officers, directors and employees free and harmless against all liabilities, damages, losses, expenses, claims, demands, suits, fines or judgments, including but not limited to costs and attorney’s fees, which may be suffered by, accrued against, charged to or recoverable from **DSD**, its officers, directors, or employees arising out of the Company's acts or omissions except to the extent such damages or liability results from the gross negligence or intentional misconduct of **DSD**, its officers, directors, employees or of any sub-custodian for **DSD**.

13. **Uninsured Shipment Indemnification** – The Company may request from time to time that **DSD** ship by certain uninsured carriers the Assets in **DSD**’s custody and understands that it is possible that neither the Company nor **DSD** may be entitled to reimbursement from any insurance or other source, if any of the Assets become damaged in transit, do not reach the intended recipient to which the Company has requested **DSD** send them, or if the Company suffers a loss arising from an act or omission of such carrier. The Company hereby releases **DSD** from any liability, loss, cost, expense, or damage, and agrees to indemnify **DSD** and hold **DSD** harmless against any liability, loss, cost, expense or damage which **DSD** may incur as a result of, in connection with, or arising in any manner whatsoever from **DSD** shipping the Assets by such uninsured carrier at the Company's written request.

14. **Force Majeure** -- **DSD** shall not be liable for any failure to transfer or deliver the Assets as provided in written instructions to it pursuant to this Agreement during any period in which the **DSD** is prevented from doing so as the direct and proximate result of war (whether an actual declaration thereof is made or not), sabotage, terrorist act, insurrection, riot, act of civil disobedience, act of public enemy, act of any government or any agency or subdivision thereof, judicial action, labor dispute, explosion, storm, technical failure, utility or systems failure, fire or flood, provided, however, that nothing contained herein shall impair the obligation which the **DSD** shall have to substitute insurance proceeds therefor unless such proceeds are not payable by the appropriate insurance carriers by reason of any exclusion contained in the applicable policies.

15. **General Terms** –This Agreement, including all attachments, schedules and exhibits, constitutes the entire agreement and understanding between the parties related to the subject matter hereof, and no representations, inducements, promises or agreements not included herein shall be of any force and effect. This Agreement shall continue until terminated upon sixty (60) days prior written notice of termination by any Party to this Agreement. This Agreement shall be governed by the laws of the State of Delaware. This Agreement shall terminate upon its assignment by the Company, unless the assigning party has first obtained **DSD**’s written consent to the assignment. The invalidity or un-enforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. The waiver by **DSD** of any of its rights hereunder shall not nullify **DSD**’s ability to enforce any provision of this Agreement. Nothing herein shall be deemed or construed to create a partnership or joint venture between or among the Parties. Nothing in this Agreement is intended to confer, expressly or by implication, to any person other than the Parties hereto, any rights or remedies hereunder by reason of this Agreement. This Agreement may not be assigned by any of the Parties hereto without the written consent of the other Parties hereto, which consent shall not be unreasonably withheld, and any attempted assignment in violation of this section is void. This Agreement shall be binding upon the Parties and their respective assigns. The headings of this Agreement are for reference only and shall not limit, expand or define the meaning of the provisions of this Agreement.

16. **Notice** -- Account statements, notices and invoices shall be sent via U.S. mail postage prepaid, by facsimile or via e-mail per the addresses and/or telephone/facsimile numbers provided below. Except for account statements and invoices, all written communications shall be sent to the appropriate persons/entities and their corresponding addresses below via Certified U.S. mail, postage pre-paid, return receipt requested, or faxed with confirmation that fax transmission was successful in conjunction with U.S. mail (or any other method described in this section), or next-day or second-day delivery by a nationally recognized commercial third party carrier which tracks all parcels. Any such written notices shall be deemed effective upon receipt by the intended recipient.

A. ACCOUNT STATEMENTS

DSD Will Send Account Statements to the Company as indicated below (check one):

Send by: [] **U.S. Mail** [] **Facsimile** [] **E-Mail**

Company Name: _____

Attn (Individual's Name): _____ Title: _____

Address: _____

Tel No: _____

Fax No: _____

E-Mail Address 1: _____

E-Mail Address 2: _____

E-Mail Address 3: _____

B. INVOICES

DSD Will Send Account Invoices To the Company as indicated below (check one):

Send via [] **U.S. Mail** [] **Facsimile** [] **E-Mail**

Company Name: _____

Attn (Individual's Name): _____ Title: _____

Address: _____

Tel No: _____

Fax No: _____

E-Mail Address 1: _____

E-Mail Address 2: _____

E-Mail Address 3: _____

C. OFFICIAL NOTICES

The Company Will Send Official Notices to *DSD* as indicated below:

Diamond State Depository, LLC

Attn: President
406 West Basin Road
New Castle, Delaware 19720
Tel No: 302-322-6150 Fax No: 302 322 6870
E-Mail Address: Info@DiamondStateDepository.com

17. **The Company Authorized Signers; Warranty** -- Any _____ (not more than two) of the following officers and/or employees of Company:

M _____ / _____ will sign _____
Name and Title

M _____ / _____ will sign _____
Name and Title

M _____ / _____ will sign _____
Name and Title

M _____ / _____ will sign _____
Name and Title

M _____ / _____ will sign _____
Name and Title

(“Authorized Signers”) is/are authorized, on behalf of the Company and in its name, to deposit the Assets into the Account; and may direct *DSD* to sell, deliver, transfer, trade, liquidate, pledge or segregate the Assets in the Account; to execute any necessary documents to accomplish any of these authorized acts; and to issue instructions to *DSD* by written or electronic means. *DSD* is authorized and requested to accept and honor, without limit as to amount and without further inquiry, such instructions to deposit or transfer the Assets by written or electronic means, when drawn, made, signed, issued or endorsed by the Authorized Signers named above, whether tendered in payment of the individual obligation or deposited to the personal account of such person(s), or any of them, or otherwise. Notwithstanding any other provisions of this Agreement to the contrary, the Company will indemnify and hold *DSD* harmless from any and all liabilities, damages, losses, expenses, claims, demands, suits, fines or judgments, including but not limited to, costs and attorney’s fees either the Company or *DSD* may incur as a result of *DSD*’s compliance with the written instructions contained in any Official Notice signed by any Authorized Signer(s) named herein. The authority of the Authorized Signers identified herein shall continue until revoked by the Company, but *DSD* shall be fully protected in acting on such authority and shall not be charged with any notice of the revocation of such authority or the removal of any such person(s) as an Authorized Signer unless and until it shall have actually received a written amendment to this Agreement setting forth such revocation or removal.

18. **Jurisdiction, Venue And Waiver** -- The Parties agree that any controversy or claim arising out of or in connection with this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association and judgment on the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The Parties agree arbitration that any party initiates shall be held in the State of Delaware.

19. **Certification** -- Under penalties of perjury, the Company certifies that:

A. The number shown in the Agreement is its correct Taxpayer Identification Number (or it is waiting for a number to be issued to it), and

B. It is not subject to backup withholding either because it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup Withholding, as a result of a failure to report all interest or dividends, or the IRS has notified it that it is no longer subject to backup withholding.

AGREED AND EXECUTED AS OF THE DATE ABOVE:

Diamond State Depository, LLC

Signature: _____ (Seal)

Name: _____

Title: _____

Accepted and agreed to as of the date first above stated:

Company Name: _____

Signature: _____ (Seal)

Name: _____

Title: _____

Tax Identification No: _____

Diamond State Depository

CORPORATE INVESTOR CUSTODY FEE SCHEDULE

1. Custody Storage Rates --

Gold Bullion Platinum Bullion Palladium Bullion	50 Basis Points (0.50% of Account Value)
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Silver Bullion – 50 Basis Points (0.50% of Account Value)

Certified Coins – 50 Basis Points (0.50% of Account Value)

Note: Basis Points are an annual rate; however, custody fees are calculated and invoiced by **DSD** monthly.

Custody charges are calculated each day for all *bullion products* in the Account by multiplying the closing spot price of each metal type (or the daily published Johnson Matthey price, if no spot market price for the metal exists) by the number of fine troy ounces of each metal type in the Account, multiplied by the annual rate quoted above, and dividing by 365. Each daily storage charge for each metal type is then summed to yield the monthly fee (or summed for the applicable portion of the month to yield a partial monthly fee, if appropriate).

Custody charges are calculated each day for *certified coins* by multiplying the market value of each coin in the Account (derived by applying the hierarchy described below**) by the annual rate quoted above, and dividing by 365. Each daily storage charge is then summed to yield the monthly fee (or summed for the applicable portion of the month to yield a partial monthly fee, if appropriate).

2. Drop-Shipment Handling/Processing Fees: \$30 per Package (plus all applicable postage and insurance charges)

3. Out-Charges (Preparation & Release to Armored Carriers and for Direct Pick-Ups)

Bullion: \$0.008 per ounce

Certified Coins: \$0.03 each

Minimum Charge per Release: \$30

Additional miscellaneous account service fees, as published by **DSD** from time to time, may also be imposed, on a per usage basis. Custody fees and all other applicable Account charges will be billed to Company monthly, in arrears.

A **minimum monthly fee** of \$50 per Account will apply in any month Assets of any value are held in the Account for one day or more.

** **Certified Coin Pricing** – For invoicing purposes, certified coins are valued using prices obtained from the following sources in the order listed:

1. Numismedia
2. Value Assigned when received at **DSD**