



## CORPORATE CUSTODY SEGREGATED AGREEMENT

This agreement, dated \_\_\_\_\_ ("Agreement"), is between **IDS of Texas, a division of Dillon Gage Incorporated of Dallas (IDS)**, a Texas corporation located at 11925 N. STEMMONS FWY, SUITE 180 DALLAS, TX 75234 and \_\_\_\_\_, a \_\_\_\_\_ located at \_\_\_\_\_ (the "Company"), (together, the "Parties").

**Whereas**, the Company intends to store in the secure vaulting and warehousing facilities of IDS, 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 forms, certified coins, stamps, 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 and /or by the Company's customers (the "Assets");

**Whereas**, IDS is being managed for reporting, billing and inventory holdings by Diamond State Depository, LLC d/b/a International Depository Services of Delaware, a Delaware limited liability company that operates similar secure vaulting and warehouse facility in New Castle, Delaware; and

**Whereas**, IDS agrees to establish and operate for the Company a corporate custody account titled as \_\_\_\_\_ (the "Account"), for the purpose of accepting, holding as custodian only, 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 IDS 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 15 below), with confirmation that transmission was successful, if forwarded by facsimile or electronic mail.

2. **Accounts.** All shipments delivered to IDS hereunder for and/or by the Company said-to-contain the Assets will be stored by IDS as custodian only, 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 IDS only upon receipt of the Official Notice from the Company. IDS agrees that upon receipt of the Official Notice from the Company, instructing IDS to transfer the Assets or some portion thereof as specified in the Official Notice from one account of the Company to another designated account within IDS's facilities, or prepare the Assets for delivery in accordance with the Company's Official Notice, IDS will comply with the Official Notice within one (1) business day of the receipt thereof or for In-Shipments and Out-Shipments, as specified below in Paragraph 3. All information provided by the Company to IDS shall be treated as confidential.

3. **Delivery.** Regarding deliveries into IDS (In-Shipments), during normal operating hours or at such other time as may be mutually agreed upon by the Parties in advance, and with at least two (2) business day's prior Official Notice, IDS will receive In-Shipments of the Assets for the Company's Account. For unusually large or non-standard In-Shipments, IDS reserves the right to require up to four (4) business day's prior Official Notice to accept such In-Shipments. Regarding deliveries out of IDS (Out-Shipments), IDS agrees it will use its best efforts to arrange Out-Shipments from IDS's facilities 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, IDS 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 IDS shall not be liable for any damages arising from such delays. IDS will notify the Company promptly of any delay.

4. **Reports** -- IDS will provide the Company with written confirmation of all transactions that occur in the Account each day. IDS will provide the Company with monthly statements for the Account summarizing daily transaction activity and an itemized account balance 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** -- IDS 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.

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

7. **Fees** -- IDS's current fees and charges for its services hereunder are presented in Exhibit A hereto. IDS 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 IDS shall be free of any charges, lien or claim in favor of any person, except for IDS claiming through IDS for outstanding unpaid fees. Fees and charges are due and payable to IDS within thirty (30) days of the date of the Company's invoice. If IDS does not receive payment within 30 days, the Company is deemed delinquent and IDS will 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. **Insurance** -- IDS agrees to maintain in effect all-risk insurance on the Assets stored for the Company. Upon request from the Company, IDS will provide a Certificate of Insurance evidencing insurance coverage for the Assets stored by IDS.

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

10. **Hold Harmless** -- The Company agrees to indemnify and hold IDS, 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 IDS, its officers, directors, or employees arising out of the Company's acts or omissions except to the extent such damages or liability results from intentional misconduct of IDS, its officers, directors, or employees.

11. **Uninsured Shipment Indemnification** -- The Company may request from time to time that IDS ship by certain uninsured carriers the Assets in IDS's custody and understands that it is possible that neither the Company nor IDS 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 IDS send them, or if the Company suffers a loss arising from an act or omission of such carrier. The Company hereby releases IDS from any liability, loss, cost, expense, or damage, and agrees to indemnify IDS and hold IDS harmless against any liability, loss, cost, expense or damage which IDS may incur as a result of, in connection with, or arising in any manner whatsoever from IDS shipping the Assets by such uninsured carrier at the Company's written instruction.

12. **Force Majeure** -- IDS shall not be liable for any failure to transfer or deliver the Assets as provided in written instruction pursuant to this Agreement during any period in which IDS is prevented from doing so as the direct and proximate result of war (whether an actual declaration thereof is made or not), sabotage, 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 of IDS to maintain insurance and to substitute insurance proceeds therefor, if the need arises, unless such proceeds are not payable by the appropriate insurance carriers by reason of any exclusion contained in the applicable policies.

13. **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 by any Party to this Agreement. This Agreement shall be governed by the laws of the State of Delaware. 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 IDS of any of its rights hereunder shall not nullify IDS's ability to enforce any provision of this Agreement. Nothing herein shall be deemed or construed to create a partnership, joint venture or any fiduciary relationship 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.

14. **Notice** -- Account statements, notices and invoices shall be sent via U.S. (or International) 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.

<b>A. ACCOUNT STATEMENTS</b>			
<b>Account Statements will be delivered as indicated below (please select desired method)</b>			
Send By:	<input type="radio"/> Email	<input type="radio"/> Fax	<input type="radio"/> US Mail
Company Name			
Attention (Individuals Name)		Title	
Address	City	State	Zip Code
Telephone Number		Fax Number	
Email Address 1	Email Address 2		Email Address 3

<b>B. INVOICES</b>			
<b>Account invoices will be delivered as indicated below (please select desired method)</b>			
Send By:	<input type="radio"/> Email	<input type="radio"/> Fax	<input type="radio"/> US Mail
Company Name			
Attention (Individuals Name)		Title	
Address	City	State	Zip Code
Telephone Number		Fax Number	
Email Address 1	Email Address 2	Email Address 3	

**C. OFFICIAL NOTICES**  
**The Company Will Send Official Notices to IDS as indicated below:**  
**IDS of Texas c/o International Depository Services of Delaware**  
 Attn: **Operations Department; Account No.** \_\_\_\_\_  
 406 West Basin Road  
 New Castle, Delaware 19720  
 Tel No: 302-322-6150 Fax No: 302-322-6870  
 E-Mail Address: Info@IDS-Delaware.com or Info@IDSsoftexas.com

15. **The Company Authorized Signers;** Any \_\_\_\_\_ (not more than two) of the following officers and/or employees of Company:

Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature

("Authorized Signers") is/are authorized to bind the Company, act on behalf of the Company and in its name, to deliver and direct deposit the Assets into the Account; and may direct IDS to deliver, transfer, trade or liquidate the Assets in the Account; to execute any necessary documents to accomplish any of these authorized acts; and to issue instructions to IDS by written or electronic means as set forth in this Agreement. IDS is authorized and requested to accept and comply, without limit as to amount and without further inquiry, with such written 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 IDS 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 IDS may incur as a result of IDS'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 in writing, but IDS 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, removal and/or substitution.

**16. Jurisdiction, Venue And Waiver** -- The Parties agree that any controversy or claim arising out of or relating to 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 further agree that any arbitration arising hereunder that any party initiates shall be conducted and held in the State of Delaware.

**17. 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 will provide it immediately upon receipt), 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.

<b>AGREED AND EXECUTED AS OF THE DATE ABOVE</b>	
<b>INTERNATIONAL DEPOSITORY SERVICES OF TEXAS, a division of Dillon Gage Incorporated of Dallas</b>	<b>Signature (Seal)</b>
Name	Title
<b>ACCEPTED AND AGREED TO AS OF THE DATE FIRST STATED ABOVE:</b>	
Company Name	Signature (Seal)
Name	Title
Tax Identification Number	

# COMPANY RESOLUTION

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned hereby represents and warrants to Dillon Gage Incorporated of, a Texas corporation, ("IDS of Texas") that the entity identified below is valid and in good standing in the state of formation, and that the information provided herein is true, accurate and complete.

## TYPE OF ENTITY

- Corporation
- Limited Liability Company
- Partnership
- Sole Proprietorship
- Other Alternative Entity (specify) \_\_\_\_\_

## ENTITY INFORMATION

Name:

Tax ID #:

\_\_\_\_\_

\_\_\_\_\_

State of Incorporation/Organization/Formation:

Month/Year of Establishment:

\_\_\_\_\_

\_\_\_\_\_

Federal EIN or SSN (for Sole Proprietorship/Single Member):

## AUTHORIZED PERSONS

### RESOLUTION

I, \_\_\_\_\_, hereby certify that I am duly authorized and empowered to act on behalf of the entity stated herein (the "Entity"). I further certify that the Entity is duly organized and existing in good standing under the laws of the above listed jurisdiction and the following is a resolution duly adopted by the Entity's authorized governing body on \_\_\_\_\_, 20\_\_, and that such resolution has not been rescinded or modified and is in full force and effect. **RESOLVED**, that the following principals, members, managers and/or employees is/are hereby fully authorized and empowered to act for or on behalf of the Entity to open, maintain and operate one or more custody precious metals account(s) for the Entity with IDS of Texas, in accordance with the Corporate Custody Account Agreement by and between the Entity and IDS of Texas, as executed on \_\_\_\_, 201\_.

\_\_\_\_\_  
Signature of Authorized Individual  
Title:

### BENEFICIAL OWNERSHIP

Please identify below the principals, stockholders, partners, members or other beneficial owners with greater than 25% ownership interest in the Entity or controlling interest:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

IDS of Texas is hereby authorized and requested to accept and honor, without inquiry or investigation, the instructions of one or both authorized individuals identified above to open and maintain one or more precious metals custody accounts for the Entity.

IN WITNESS WHEREOF, I have hereunto signed and subscribed my name.

\_\_\_\_\_

**Name:**

**Title:**

**STATE OF \_\_\_\_\_)**

**COUNTY OF \_\_\_\_\_) SS:**

On this \_\_\_ day of \_\_\_\_\_ 201\_, before me, a Notary Public, personally appeared \_\_\_\_\_, known or identified to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_

Signature of Notary:

My Commission Expires: \_\_\_\_\_