

# Personal Custody Agreement

This Personal Custody Agreement, dated as of \_\_\_\_\_, 20\_\_\_\_, is by and between \_\_\_\_\_, as stated in the Account Registration ("You") and IDS of Texas, a division of Dillon Gage Incorporated of Dallas, a Texas corporation, located at at 11925 N Stemmons Fwy., Suite 180, Dallas, 75234 ("IDS") (the "Agreement"). Pursuant to the terms of the Agreement, You hereby instruct IDS to establish a Personal Custody Account, titled as indicated below, in which You intend to store tangible assets (the "Account"). These assets may include, but are not limited to, precious metals products, such as coins, bars, plates, grains, powder or other industrial forms, certified rare coins, currency and/or banknotes, precious gems, or other tangible assets that IDS may agree to hold for you (the "Assets"). By completing, executing and returning this Agreement to IDS, You acknowledge that You have read and understand the terms of the Agreement, and You agree to be bound by and comply with the terms and conditions set forth herein, which govern all of IDS's duties and obligations in connection with the operation of your Account and the Assets therein

Please note: 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

<b>ACCOUNT REGISTRATION</b>				
Please complete the form using your keyboard. If you choose to handwrite the information, please print clearly. Red fields are required.				
<b>Account Owner 1</b>				
First Name	Last Name	Home Phone	Cell Phone	
Address		Work Phone	Social Security Number	
City	State	Zip Code	Email	
<b>Account Owner 2 (If applicable)</b>				
First Name	Last Name	Home Phone	Cell Phone	
Address		Work Phone	Social Security Number	
City	State	Zip Code	Email	
Account Title			Internal Use Only	

**Account Holder Initial(s)** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Account Owner 3 (If applicable)			
First Name	Last Name	Home Phone	Cell Phone
Address		Work Phone	Social Security Number
City	State	Zip Code	Email

### Terms and Conditions

- Custody Status** - The Assets will be held by IDS in the Account, at its facility, as a bailment, off its balance sheet, on a "Said-to-Contain" basis in accordance with the terms and conditions set forth herein. IDS is not and will not be responsible for the actual content or weight, authenticity, market value, or accuracy of the identifying labels and/or markings on any Assets You may deposit in, or have deposited in, the Account.
- Custody Services** - IDS offers segregated service whereby IDS will place and physically store your Assets separate and apart from the assets of other IDS customers.
- Insurance** - IDS agrees to maintain in affect all-risk insurance and will provide insurance coverage using a commercial "all-risk" insurance policy for the Assets in your Account. Upon request, IDS will provide a certificate of insurance as evidence of insurance coverage.
- Withdrawal** - In accordance with the terms of this Agreement and IDS's then current operating procedures, and upon receipt by IDS of written instructions from You, IDS will package and release the Assets to You or to your authorized agent, or arrange for the insured shipment of your Assets to a destination You specify in your written instructions. You are solely responsible for all charges associated with the packaging, release and shipping services, as designated in your written instructions.
- Disclaimer** - IDS shall not be held liable for its inability or failure to ship, deliver or transfer the Assets, or fulfill any of its obligations under this Agreement, during a period in which it may be precluded from so doing, as the direct or indirect result of either declared or undeclared war, riot, sabotage, civil disobedience, insurrection, acts of any government or government agency or sub-division, acts of public enemy, judicial action, technical failure, explosion, labor dispute, unusual market conditions, fire, flood or storm.
- Fees**

*Storage Fees:*            1.25% of the account value up to \$100,000  
                                      .875% of the account value for accounts at \$100,000.01 to \$500,000  
                                      .665% of the account value for accounts valued at \$500,000.01 to \$1,000,000  
                                      .50% of the account value for accounts valued greater than \$1,000,000

*Handling Fee:*            Preparation fee for shipments made via commercial courier (FedEx, UPS, etc.) & U.S. Mail  
                                      \$30.00 per package

*Release Fee:*            Preparation and release fee for shipments made by armored carriers, and for direct releases to the account Owner, or authorized agent –  
                                      Bullion - \$0.008 per ounce  
                                      Certified Coins - \$0.03 each - – NOT APPLICABLE AT THIS TIME; IDS OF TEXAS DOES NOT OFFER STORAGE OF CERTIFIED COINS  
                                      Minimum Charge per Release - \$30.00

You will be charged for custody and other charges relating to your Account on a semi-annual basis. You agree to pay IDS the amount invoiced within thirty (30) days of the date thereof. Should IDS not receive payment within this thirty (30) day period, You agree to pay a Late Fee of \$30, or 1.5% of the invoice amount past due, whichever amount is greater. You hereby acknowledge and agree that IDS may change its current service fees upon sixty (60) days' notice to You.

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**Fees Calculations:** The basis point rates listed above are annual charges. Note, however, that custody fees are calculated and billed semi-annually. Thus, your Account's semi-annual custody fee is determined by multiplying the value of the Assets held in your Account on each day Assets are in Your Account during the half calendar year by the annual rate stated above for the service You have selected, with the result divided by 365 to yield the daily custody fee. The fee for each day in the half year is then summed to yield the correct semi-annual custody fee.

The value of Assets held in your Account each day is the sum of the individual daily values of all precious metal bullion (determined by multiplying by the number of ounces of each metal type by the daily spot price for that metal each day, determined by applying an "Exchange for Physicals" factor to the price for the Comex and Nymex nearby futures month, the common industry practice to determine the daily spot price of each metal type), plus the fair market value of any rare coins or other tangible assets that may be held in your Account. Please note that Asset value for weekends and holidays is the value determined for the business day immediately preceding the weekend or holiday, as described above.

**Notes:**

- a. A minimum custody fee of \$300 will be assessed during any semi-annual billing period in which Assets of any value are held in your Account for any period of time.
- b. 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 IDS

- 7. **Lien** — You hereby agree and acknowledge that IDS has a security interest in the Assets held in your Account to the extent of any unpaid fees and charges that accrue on the Account, and You further agree that, if necessary, IDS may exercise a lien on your Assets to secure payment of any unpaid fees due and owing hereunder, including any fees or expenses associated with the operation of your Account and the Assets therein, and for other amounts You may owe IDS for any other reason. For avoidance of any doubt and by way of example only, if upon the default notice You fail to make payment of all fees and charges due and outstanding, as specified in the default notice, then IDS 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.
- 8. **Asset Sale** - Should you fail to pay IDS any amounts due and owing under the terms of this Agreement, and such default in payment shall continue uncured for 90 days, You authorize IDS to select and sell products from your Account in the quantities required to recover the amounts You owe it. IDS will pay You any balance that may remain from such sale, after deducting the amount You owe to IDS, plus any costs it may incur in the sale transaction, including, but not limited to, its reasonable attorney's fees and costs, if any.
- 9. **Termination** - This Agreement may be terminated by You or by IDS, upon thirty (30) days' written notice to the other. If IDS terminates this Agreement with You, You will be responsible for the payment of all charges due and any expenses associated with the removal of the Assets from your Account.
- 10. **Address of Record** - All written notices hereunder will be provided to You by IDS mailing such notices to You through the U.S. Postal Service, at the address then listed for the Account in IDS's records. All such notices are deemed received by You on the fifth (5th) business day after they are mailed to You. You agree to advise IDS of any change in your address in writing, and You acknowledge that You are responsible for keeping IDS informed of your current address.
- 11. **Account Statements** - IDS will provide You with periodic Account statements, including an itemized listing of the Assets in, and the transactions conducted on, your Account. If You believe a statement contains incorrect information or incorrect charges or fees, You must notify IDS of the suspected error or discrepancy within ten (10) days of receiving the statement. If IDS does not hear from You within the ten (10) day period, You agree that IDS may deem any such statement accurate and correct, and You waive all rights to contest such statement or any charges or fees billed to You in the statement, and You further agree IDS will not be liable for any damages that may occur as a result of your failure to inform IDS of any inaccurate or incorrect information contained in the statement within this specific period.
- 12. **Account Ownership** - If You own the Assets in the Account together with another person or persons (individually, the "Owner" and collectively, the "Owners"), You agree, jointly and individually, that all Assets in the account are held as Joint Tenants with Rights of Survivorship and not as Tenants in Common. As such, You agree that each Owner is the agent for the other, and that each is authorized to act individually under the terms and conditions of this Agreement, including exercising the authority to receive, deposit, withdraw or transfer Assets held in the Account at any time. Upon the death of one Owner, Assets held in the Account shall become the absolute property of the surviving Owner, and You hereby direct and authorize IDS to recognize the surviving Owner as Owner of the Account. You, the Owner(s) individually and severally hereby agree to indemnify and hold IDS harmless from any liability or damage IDS may incur in complying with the written instructions provided for herein, including the delivery, deposit, withdrawal, pledging or transfer of the Assets held in the Account, including reasonable attorney's fees and costs. You, the Owner(s) further agree the terms outlined herein shall inure to, and be binding upon each of your heirs, executors, assigns and administrators, as well as to and upon yourselves.
- 13. **Asset Delivery** - At your expense, You may have IDS arrange for delivery of your Assets through the U.S. Postal Service, UPS, FedEx or other commercial courier or armored carrier, to a destination You designate, or for release to You or your designated agent. IDS will promptly process your request and package your Assets for delivery or release upon its receipt of your written instructions.

Account Holder Initial(s) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

14. **Delivery Fees** – The per-package Handling Fee and Release Fee (as set forth above) plus all other applicable postage, shipping and insurance charges, will be included in your charge, when IDS arranges for the shipment or release (i.e., withdrawal) of your Assets, in accordance with your written instructions.
15. **Sales Disclaimer** - You acknowledge that IDS provides secure custody and shipping services only and that except for the circumstances described in Paragraph 8 above, it does not buy, sell, trade, or make markets in any products, and that neither IDS nor its officers or employees recommend or endorse any specific dealer/broker or investment strategy. You further understand and acknowledge that IDS does not offer advice, valuation services, provide recommendations, or make representations relating to investments in tangible assets or in any investments, or financing thereof. 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.
16. **Warranty** - You hereby declare and warrant that all representations made to IDS by You are to the best of your knowledge true, accurate and correct, and that your adherence to this Agreement and your performance hereunder are, and will be in compliance with all applicable law.
17. **Entirety** - The terms and conditions contained in this Agreement represent the entire agreement between You and IDS. Should any particular provision(s) of this Agreement be deemed to be unenforceable or invalid, the enforceability or validity of any other provision(s) contained herein shall not be affected. IDS may change this Agreement with sixty (60) days written notice to You.
18. **Governing Law** - You agree that this Agreement shall be governed by the laws of the State of Delaware, and that jurisdiction and venue for any action arising out of this Agreement will be with the state and federal courts located in Delaware. You hereby appoint Delaware’s Secretary of State as your agent for service of process for any action IDS may bring against You under this Agreement.
19. **Force Majeure** - IDS 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 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 which the IDS 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.

**Once you complete the form, please save, print, sign and return via email to [Info@IDS-Delaware.com](mailto:Info@IDS-Delaware.com) or fax it to: 302.322.6870**

**I (We) hereby agree to the terms and conditions outlined above:**

<i>Account Owner 1</i>	
Print Name	Date
Signature	
<i>Account Owner 2 (If applicable)</i>	
Print Name	Date
Signature	
<i>Account Owner 3 (If applicable)</i>	
Print Name	Date
Signature	

If you were referred to International Depository Services of Texas, please tell us who referred you.



**Account Holder Initial(s)**           /        /