

Type of Account Ownership (check only one)

- ☐ Individual, ☐ Joint Tenants with Rights of Survivorship, ☐ Sole Proprietorship
- ☐ Trust (Complete DDSC Trustee Certification Form)
- ☐ Estate ☐ Conservatorship ☐ Guardianship (Attach a copy of Court Order of appointment)
- ☐ Corporate Entity (Corporation, LLC, LLP, Partnership, etc.) (Complete DDSC Company Resolution)
- ☐ Payable on Death ("POD") UGMA/UTMA (Complete Beneficiary Information below)

All applicants must submit
a copy of a valid driver's license
or state-issued ID with this
Account Application.

Account Owner Information

Name of Primary Account Owner/Entity (please insert full name)	Primary phone	Secondary phone
Primary Residential Address (P.O. box or virtual office <u>not</u> acceptable)	Fax	Email Address
Mailing Address (leave blank if mail will be sent to Primary Physical Address)	4 Digit Pin #	

Additional Account Owner Information

Name of Joint Tenant/Executor/POD Beneficiary (please insert full name)		
Primary Residential Address (P.O. box or virtual office <u>not</u> acceptable)	Fax	Email Address
Mailing Address (leave blank if mail will be sent to Primary Physical Address of Primary Account Owner)	4 Digit Pin #	

Type of Bullion Storage (check only one)

- ☐ Non-Segregated Storage: I authorize and direct DDSC to store my bullion assets together with assets of other DDSC customers.
- ☐ Segregated Storage: I authorize and direct DDSC to physically set apart my bullion assets from the bullion assets of other DDSC customers in DDSC's facility in ☐ Delaware or ☐ Nevada (select one).

***The attached Fee Schedule sets forth the current storage fees applicable to Non-Segregated Storage and Segregated Storage.**

Note: Segregated Storage is unavailable for Foreign Storage.

Domestic or Foreign Bullion Storage (check only one)

DDSC offers Domestic or Foreign Bullion Storage. If you select Domestic Storage, your bullion assets will be stored and safeguarded within DDSC's facilities in the United States. If you select Foreign Storage, DDSC will arrange to have your bullion assets stored in one of its sub-custodian's vaults in Canada and/or Switzerland, at your election.

- ☐ Domestic Storage: I authorize and direct DDSC to store my bullion assets in DDSC's facilities located in the United States.
- ☐ Foreign Storage: I authorize and direct DDSC to store my bullion assets in ☐ Canada and/or in ☐ Switzerland. I understand that there may be additional risks, legal and tax requirements, and costs associated with shipments to, delivery from, and storage of, your bullion assets in a foreign country. I also understand that DDSC cannot offer me investment, financial, legal, or tax advice regarding Foreign Storage or on any other subject matter. DDSC will administer Foreign Storage at its offices in Wilmington, Delaware.

Information Recipient (e.g.: relative, broker, etc.)

Name of Recipient	Telephone #	Email Address
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In designating an Information Recipient, You authorize and direct DDSC to release information about your Account to the Information Recipient identified above. See paragraph 4.4 of account agreement for applicable terms.

Signature/Acknowledgment of Account Agreement

I certify that the information provided above is true and accurate, and I agree to update DDSC on any changes in that information. By signing below, I/we acknowledge that I/we reviewed and agree to the accompanying Non-Commercial Depository Account Agreement as amended from time to time and posted on www.DelawareDepository.com.

<u>X</u>	<u>X</u>
Primary Owner or Authorized Individual	Joint Owner
Date	Date

Customer(s) (hereinafter "You" or "Your") agree(s) that this Non-Commercial Depository Account Agreement (the "Agreement") governs all services provided to You by Delaware Depository Service Company, LLC ("DDSC"). This Agreement replaces and supersedes the terms of any prior agreement(s) between You and DDSC.

ARTICLE 1 BULLION SAFEKEEPING SERVICES

- 1.1 At your direction, and in accordance with your instructions, DDSC will physically store and safeguard your precious metals bullion assets (hereinafter "Bullion"). In this Agreement, Bullion refers to any: a) coin, bar, plate, sponge or other precious metal form said to contain gold, silver, platinum, palladium and/or other platinum group metal; b) encapsulated and professionally graded Bullion and numismatic coins; c) warehouse receipts identifying specific Bullion holdings, and d) with DDSC's prior consent, other valuable assets for which You must provide a declared value for billing and insurance purposes.
- 1.2 In Your Application accompanying this Agreement, You will select Non-Segregated Storage or Segregated Storage as those distinctive terms are defined below.

Non-Segregated Storage: If you select Non-Segregated Storage, Your Bullion product(s) will be stored and fully allocated to Your Account. Non-fungible Bullion products, i.e., 400-oz and 100-oz gold bars, 1,000-oz silver bars, 50-oz platinum plates, and 100-oz palladium plates, will be accounted for and reported by their serial numbers. All other Bullion products will be held and accounted for as fungible bulk holdings, without regard to the year of mintage, manufacturer, condition, history, art and aesthetics, mintage, or rarity of such Bullion. DDSC is not responsible for the custody or reporting of any packaging, assay certificates, or other documents that may accompany Bullion.

Segregated Storage: If you select Segregated Storage, Your Bullion product(s) will be stored separate and apart from Bullion owned by other DDSC customers. Due to its unique space, labor, and auditing requirements, storage fees associated with Segregated Storage are substantially higher than Non-Segregated Storage. The fees charged for Non-Segregated and Segregated Storage are set forth in the Fee Schedule attached to this Agreement.

- 1.3 DDSC maintains All-Risk insurance to cover loss of or damage to Bullion that You store with DDSC. DDSC does not assess additional fees to fully insure your Bullion. This insurance excludes loss or damage resulting from normal wear and tear, gradual deterioration, rust or oxidation, inherent defects, or any event or occurrence listed in Section 4.6 of this Agreement. In the event of loss or damage of Bullion product(s), DDSC may, in its sole discretion: (a) replace in-kind lost or damaged Bullion product(s) by shipment to You or by credit to Your account; or (b) remit payment to You equal to the Market Value of Your lost or damaged Bullion (collectively, "Reimbursement Procedures"). The Market Value of Bullion is the CME Group (NYMEX & COMEX) settlement price on the second business day following the date of loss determined by the underwriters ("Date of Loss"). To opt out of the Reimbursement Procedures set forth above, You may submit to DDSC a written statement of the Declared Value of Your Bullion to be used for insurance valuation and billing purposes. DDSC highly recommends that You submit a Declared Value if you believe that Your Bullion has a premium value in excess of its intrinsic metal value due to its age, mintage, condition, history, art, aesthetics, rarity, or other unique quality or characteristic. If DDSC does not receive a Declared Value from You prior to the Date of Loss, then the Reimbursement Procedures shall apply in all instances. In the event of loss of or damage to Your Bullion product(s), DDSC will remit to you the Declared Value of those Bullion product(s). Once DDSC completes a Reimbursement Procedure or pays You the Declared Value of lost or damaged Bullion, the Bullion, if later recovered, will become the property of DDSC. You are responsible to return any Bullion to DDSC for which You have received a replacement in-kind or compensation.

ARTICLE 2 ACCOUNT SERVICES

- 2.1 In accordance with your instructions, DDSC may establish one or more Bullion safekeeping accounts for You ("Account"). DDSC may, in its sole discretion, refuse to establish an Account or suspend or close an Account.
- 2.2 You may ship Bullion to DDSC to be held in the Account ("In-Shipments"). Each and every In-Shipment must be accompanied by a Packing Slip (or a writing containing substantially the same information). A sample Packing Slip is made available under the Resources tab of the DDSC web site, DelawareDepository.com. You agree and acknowledge that DDSC's verification, accounting, and/or reporting of an In-Shipment may be delayed if an In-Shipment is not accompanied by a complete and legible Packing Slip.

- 2.3 In accordance with Your instructions, DDSC will transfer or ship Your Bullion out of the Account (“Metal Move Request”). Metal Move Requests are properly made by submitting complete, legible, and/or signed instructions via mail, facsimile, email or other delivery method that DDSC deems acceptable from time to time (a sample Metal Movement Request Form is made available under the Resources tab of the DDSC web site, DelawareDepository.com). You hereby authorize DDSC to act upon a Metal Move Request (or, in DDSC’s sole discretion, a writing containing substantially the same information) signed by You or Your designee appointed in separate form(s) that DDSC requires from time to time. A Metal Movement Request may be rejected if Your instructions are incomplete, illegible, or the instructions cannot be authenticated. You acknowledge that DDSC will not take action or otherwise respond to a notation of any kind outside the required fields of a Metal Movement Request Form. Insurance coverage will be unavailable and DDSC shall not be responsible to reimburse You if You fail to notify DDSC’s Operations Department of a shortage, damage, error or other non-conformity in an Out-shipment within two (2) business days of delivery to the shipping address designated in Your Metal Move Request. You assume all risks in instructing DDSC to have an Out-Shipment sent to a self-service locker, “ship to store” service, or a package pick-up service, and You understand that insurance coverage may be unavailable and no reimbursement will be made if You do not pick-up the Out-Shipment within two (2) business days following delivery.
- 2.4 Upon request, and on a periodic basis, Depository will send to You or Your designee written reports reflecting balances of Bullion products (“Statement of Holdings”) and metal movement activity (“Account Activity Statement”) in Your Account. You are responsible to review a Statement of Holdings or Account Activity Statement in a prompt and diligent manner upon Your receipt of same. If You believe there is an error in a report, please call DDSC’s Depository Manager at (302) 765-3889 or email DDSOps@DelawareDepository.com. Any delay in informing DDSC will prevent DDSC from promptly investigating, identifying, and resolving the error. DDSC is entitled to rely on the accuracy of a Statement of Holdings or Account Activity Statement and will consider it a final report thirty (30) calendar days after the statement date. The reports that You receive are for Your informational purposes only. Third-party reliance on reports issued by DDSC is neither intended nor presumed.

ARTICLE 3

BULLION SAFEKEEPING AND ADMINISTRATION FEES

- 3.1 The attached Fee Schedule sets forth DDSC’s current fees for its Bullion Safekeeping, Administration, and Shipment Services (the “Services”). Depository reserves the right to change its fees upon thirty (30) days’ written notice to You.
- 3.2 You will be billed for the Services on a semiannual basis. All billed amounts are due and payable within thirty (30) days of the invoice date. You must pay any and all amounts due to DDSC in a timely manner. Please call DDSC’s Depository Manager at (302) 765-3889 if You believe there is an error in the amount billed. If Your payment is delinquent, Depository may assess a monthly late fee of \$25.00, or 1½% of the aggregate past due amount, whichever amount is greater.
- 3.3 You acknowledge that DDSC maintains a right of set-off against the Account and account(s) You have with any of DDSC’s affiliates. If You fail to pay an account indebtedness in a timely manner, DDSC may: (a) liquidate Bullion held in the Account and/or accounts You have with Depository’s affiliates and then apply the proceeds to satisfy the outstanding amount owed by You and/or debit funds in the Account and/or accounts You have with Depository’s affiliates; and/or (b) close the Account. If Depository exercises its right to liquidate Bullion, Depository may liquidate such Bullion without obtaining Your prior approval and the liquidation may be executed according to any method, timing, sequence, or order type that DDSC selects in its sole discretion. You agree that neither DDSC nor its affiliates will be liable for actual or alleged loss or damages incurred as a result of a liquidation or other exercise of rights granted under this paragraph. You agree that DDSC shall be deemed to have exercised its right of set-off, contemporaneously and on the first calendar date that You are in default of Your payment obligation, i.e., 31 calendar days after the invoice date. You remain responsible to pay storage fees that accrue following the date of liquidation or other set-off event.
- 3.4 DDSC has a warehouseman’s lien and a general lien against Bullion received or stored in Account(s) and the proceeds of a liquidation of such Bullion. The warehouseman’s lien may be asserted to the greatest extent contemplated by Article 7 of the Uniform Commercial Code, as adopted by the State of Delaware. You expressly warrant that Bullion deposited and stored in the Account is not and will not be subject to a security interest, pledge, lien, or other encumbrance (the “Warranty”). This Warranty shall be deemed to exist unless and until DDSC consents in writing to waive this Warranty. You agree to defend, indemnify, and hold DDSC and its affiliates harmless against losses or damages incurred or alleged to be incurred as a result of DDSC’s exercise of rights granted to it under this paragraph. You will be responsible to pay storage fees that accrue prior to, at the time of, and after DDSC exercises its lien rights under this paragraph.
- 3.5 You hereby grant DDSC a security interest in Bullion held in Your Account(s) and/or any of Your assets held in account(s) administered by an affiliate of DDSC. Upon Your default, DDSC has, in addition to all other rights and remedies afforded DDSC herein, the rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of

Delaware. You hereby authorize DDSC to take any and all actions necessary to perfect or maintain perfection of the security interest granted to it under this paragraph, and You further agree to fully cooperate with DDSC in perfecting or maintaining perfection of such security interest. You irrevocably appoint DDSC as a limited power of attorney to execute documents that DDSC may require to perfect FideliTrade's security interest.

- 3.6 DDSC has the right to refuse to process a Metal Move Request until due and outstanding storage and/or shipping fees are fully paid for, and You shall remain responsible to pay ongoing storage fees notwithstanding DDSC's refusal to process a Metal Move Request. You agree that DDSC is not responsible for loss or damages incurred or alleged to be incurred as a result of DDSC's exercise of rights granted to it under this paragraph. To reduce the likelihood of DDSC exercising these rights, it is incumbent upon You to submit payment to DDSC in a timely manner. The remedies afforded to DDSC herein, or available at law or in equity, shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of DDSC, without any limitation on the frequency of granting similar or different relief.

ARTICLE 4

ADDITIONAL TERMS

- 4.1 If You instruct DDSC to establish a joint tenant account, You declare to DDSC that two or more joint owners collectively own all assets held in the Account. You further declare that such assets are to be held for each of You as joint tenants with rights of survivorship, and not as tenants in common. Each of You has full, undivided, and unlimited power, before or after the death of the other, to make withdrawals from the Account and exercise any right that a single accountholder is granted under this Agreement. A notice sent to one owner shall be deemed to be adequate notice to the other owner(s). DDSC will not accept the designation of an agent authorized to act on behalf of one joint tenant absent written and signed consent from other joint tenant(s) (in a form that DDSC deems satisfactory), and in that case, DDSC will continue to follow the instructions of an authorized agent of a joint owner unless and until DDSC receives a written notice of cancellation signed by all joint owners. Upon the death of a joint tenant, the balance then remaining in the Account shall be the absolute property of the survivor(s) and DDSC is unconditionally authorized and directed to deal with the survivor(s) as the sole owner(s) of all assets held in the Account. This section applies to all Bullion or funds in the Account, and to the proceeds of any liquidation related to Your default of a payment obligation regardless of whether or not a check or draft bears the endorsement of any of You. You hereby jointly and severally, for You and each of Your heirs, executors, administrators and assigns, agree to indemnify and hold DDSC harmless from any and all liability, loss or damage for outstanding fees or by reason of DDSC's delivery of Bullion or remittance of funds to other account owner(s). DDSC has no duty or obligation to contact other joint tenant(s) prior to executing instructions that DDSC receives from any one joint tenant or its authorized agent.
- 4.2 DDSC is required to comply with state unclaimed property laws applicable to Dormant Accounts. A Dormant Account is an account that has been inactive, with no account activity, payment, or record of communications from You for a number of years specified by applicable state law. Prior to surrendering the assets, all Bullion in the Account will be liquidated and a commission will apply to sale of the Bullion by a precious metals dealer. To reduce the likelihood of these events occurring, You must promptly notify DDSC, in writing, of a change of address and You should periodically communicate with DDSC regarding the Account. If Your funds are surrendered to a state, You may be able to reclaim those funds by submitting a claim to the state. DDSC is not responsible for custody of funds that are remitted to and/or held by a state. You agree to hold DDSC harmless against any claims or actions arising out of DDSC's compliance with unclaimed property laws.
- 4.3 You understand that DDSC operates a Bullion safekeeping, shipping and receiving business. DDSC does not buy or sell, or otherwise transact in, Bullion. DDSC is unable to provide You with the value of Bullion held in the Account. Storage fees are calculated by reference to the intrinsic spot price of metal type(s) held in the Account (excluding refining, assay, fabrication, manufacturing, trading or other costs of a Bullion product) or by the Declared Value of Bullion You submit to DDSC in writing. You acknowledge that DDSC does not provide, or offer to provide, any investment, legal, tax or accounting advice, or advice as to the suitability of Bullion as an investment and You agree not to solicit or rely upon such advice from a DDSC employee. Please report to DDSC's Depository Manager at (302) 765-3889 any instance of receiving such advice.
- 4.4 You have right to designate an Information Recipient in the accompanying Account Opening Form. When You designate an Information Recipient, you expressly authorize and direct DDSC to release information regarding the Account to that Information Recipient. You may revoke your designation of an Information Recipient. If You want to revoke your designation of an Information Recipient, please submit a written and signed notice of such intent to the attention of DDSC's Depository Manager. DDSC may also, in its sole discretion, revoke your designation of an Information Recipient with or without notice to you. You agree and understand that the Information Recipient is not a partner, affiliate, representative, agent, or employee of DDSC. You acknowledge that DDSC did not offer You direct or indirect advice or consultation regarding Your decision to contact, select, or do business with an Information Recipient. You acknowledge that DDSC is not authorized to endorse or recommend or give advice about an Information Recipient and You agree not to solicit or rely upon any such advice from a DDSC employee. Please report to DDSC's Depository Manager at (302) 765-3889 any instance

of receiving such advice.

- 4.5 From time to time, You may request that DDSC use an uninsured carrier for an Out-Shipment of Bullion. You understand that insurance will be unavailable and you will not be reimbursed by DDSC if such Bullion is damaged in transit or it does not reach its destination. DDSC highly recommends that You obtain Your own insurance if You use an uninsured carrier for an Out-Shipment. You hereby release, indemnify, and hold DDSC harmless against any liabilities or damages arising out of DDSC's shipment of Bullion by an uninsured carrier at Your request.
- 4.6 You understand that the fees charged by DDSC reflect its risk allocation including, but not limited to, the limitations of DDSC's liability under this Agreement. Accordingly, you agree that DDSC is not liable to You for consequential, incidental, indirect, special, punitive or exemplary losses or damages, or for loss of revenue, loss of profit, loss of business opportunity, or business interruption, regardless of whether the possibility of such damages is disclosed to or reasonably foreseeable to DDSC. Also, You understand that no insurance and DDSC will not be liable to reimburse You in any manner for any loss, damage or destruction of Bullion directly or indirectly caused or contributed by: (i) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority; (ii) act of terrorism; (iii) targeted cyber attack; (iv) radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons, radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; (v) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or (vi) any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- 4.7 You agree to indemnify and hold DDSC, its officers, directors, affiliates, and employees free and harmless against any and all third party liabilities, damages, losses, expenses, claims, demands, suits, fines or judgments, including but not limited to costs and attorney fees, which may be recoverable from DDSC, its affiliates, officers, directors, affiliates or employees arising out of Your acts or omissions under this Agreement, or with respect to Bullion in the Account, except to the extent such damages or liability results solely from the gross negligence or intentional misconduct of DDSC or its sub-custodian.
- 4.8 Due to circumstances beyond DDSC's control, certain acts could occur that may prevent DDSC from performing services contemplated by this Agreement. These events include the failure of third-party electronic or mechanical equipment or telecommunication lines, cyber attack, government action, judicial orders, earthquake, fire, flood, severe and/or extraordinary weather conditions, natural disasters, act of God, acts of war or civil war, terrorism, insurrection, riot, strike, labor dispute, pandemic, epidemic (such as COVID-19 and any health or government directive or advisory related thereto), radioactive contamination, suspensions of trading and/or commodity exchange or commission directives or rulings, unusual market behavior or activity, curtailment of national or international transportation, or any other event or circumstance beyond DDSC's control. DDSC shall not be liable to You for any loss or damages that You incur or claim to incur due to DDSC's inability to perform its services due to circumstances beyond its control.
- 4.9 If you elect to have your Precious Metals stored outside the United States, you acknowledge that there are additional risks and costs associated with transportation to, delivery from and the storage of your assets in a foreign country. A separate agreement with, and insurance coverage provided by, facilities outside the United States governs any loss that may be sustained at those facilities. The type and quantity of Bullion stored outside the U.S. may be limited and subject to change without notice. You should consult your legal and/or tax adviser about whether this arrangement creates a Financial Account in a Foreign Country requiring filing of a Report on Foreign Bank and Financial Accounts with the IRS. Upon request, DDSC will provide you with a list of facilities that it uses outside the U.S.; however, this list and the facilities where your Bullion is stored may change from time to time in the discretion of DDSC without notice to you.
- 4.10 In the event that DDSC receives a subpoena, warrant, or order of any court of the United States of America or a state relating to the Account, DDSC is authorized to comply with the subpoena or order without notice to You even if the party issuing the subpoena, warrant, or order lacks jurisdiction over DDSC, You, or the Account. DDSC reserves the right to request and obtain reimbursement for costs or expenses that DDSC incurs in complying with any such subpoena.
- 4.11 You represent to DDSC that you will avail yourself of all practical means of preserving the security of unique user names, passwords and/or other security methods to prevent unauthorized viewing of personal financial information or the issuance of unauthorized or fraudulent instructions relating to the Account. DDSC encourages You to maintain a strong password (e.g., avoid selecting a password containing personal information, e.g., first or last name or SSN, or common dictionary words), avoid using the same password that you use for other financial accounts or websites, change the password regularly, and avoid keeping a written record of your password. DDSC shall not be liable to You for any losses that You may suffer due to DDSC's good faith reliance on unauthorized or fraudulent instructions that it may receive.

- 4.12 By providing Your email address in the Account Application to this Agreement, You consent to sending and receiving account communications by email. You acknowledge that account communications sent by e-mail may be viewed by anyone with authorized or unauthorized access to your email account, and that such communications will not be encrypted or password protected. You further acknowledge that email is not a secure medium, and that your account communication may be intercepted or viewed without your knowledge. You agree that your consent to email communications will remain in effect indefinitely until You notify DDSC in writing that You withdraw your consent. You may withdraw Your consent to electronic communications at any time by giving written notice of such intent to DDSC Operations Manager via regular mail. Withdrawal of your consent for electronic communications will be deemed effective within five (5) calendar days after DDSC's receipt of same. From time to time, email communications may fail to transmit properly. DDSC disclaims a warranty of any kind, express or implied, regarding electronic communications that are sent to You. DDSC cannot warrant that electronic systems will operate without error or be available at all times.
- 4.13 You consent to DDSC's recording of any telephone conversations with You or your representatives, without further notice to You and without obtaining consent to recordings in the future.
- 4.14 Any notice sent to or received from DDSC shall be deemed received: (a) for mail service, on the fifth (5th) calendar day following the day of the mailing; (b) for email service, within 24 hours following service of the email (or at the close of the next Business Day, if the email is sent on a day that is not a Business Day).
- 4.15 Any assignment of the Account, or Your delegation of duties or responsibilities under this Agreement, is null and void without DDSC's prior written consent. No benefit is given, or intended to be given, to a third party by DDSC under this Agreement.
- 4.16 Neither DDSC's failure to insist upon strict compliance with terms of this Agreement, nor any continued course of conduct on DDSC's part, shall constitute a waiver by DDSC of any rights accorded to it hereunder.
- 4.17 This Agreement is the entire agreement between You and DDSC, and it supersedes in all respect all prior proposals, negotiations, conversations, discussions, and agreements concerning the subject matter hereof. This Agreement may be amended only by a writing signed by You and an authorized officer of DDSC.
- 4.18 This Agreement shall terminate upon five (5) calendar days' written notice of termination by You or DDSC. If a Notice of Termination is served while Bullion is being stored by DDSC, You must submit signed instructions (see paragraph 2.3 regarding Metal Movement Requests) including Your shipping address or the shipping address of the successor depository to which You are instructing DDSC to ship the Bullion. The terms of paragraph 3.6 (DDSC's right to refuse to process a Metal Move Request until due and outstanding storage and/or shipping fees are fully paid for) apply to this paragraph.
- 4.19 Paragraphs herein relating to timely payment of fees (paragraph 3.2), right of set-off (paragraph 3.3), warehouseman's lien (paragraph 3.4), security interest (paragraph 3.5), limitations of liability (paragraph 4.6), indemnification (paragraph 4.7), force majeure (paragraph 4.8), subpoenas (paragraph 4.10), and waiver (paragraph 4.16) survive the termination of this Agreement.

ARTICLE 5

DISPUTE RESOLUTION PROCEDURE

IMPORTANT NOTICE: READ THIS PROVISION CAREFULLY AS IT LIMITS THE RIGHTS THAT YOU MAY HAVE TO LITIGATE DISPUTES IN A COURT OR BEFORE A JURY, OR TO ACT OR PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH A CLAIM OR DISPUTE.

- 5.1 You and DDSC agree that any dispute, claim, or controversy that cannot be settled through good faith discussions shall be resolved by arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). You or DDSC shall be entitled to file a written demand for arbitration to AAA which shall be permitted only after thirty (30) days have elapsed since You or DDSC has indicated, in writing, that a good faith attempt is being made to resolve a claim or dispute by informal means. The place of arbitration shall be Wilmington, Delaware (notwithstanding that certain acts or transactions under this Agreement may occur outside Wilmington, Delaware), and the terms of this Agreement shall be governed by the laws of the State of Delaware without giving effect to conflicts of laws. A single arbitrator shall be selected and agreed upon by both parties to adjudicate a dispute in accordance with AAA's rules. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either party may, without waiving any remedy under this Agreement, seek from any court having jurisdiction, any interim or provisional relief necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. This agreement to arbitrate extends to all officers, directors, employees, representatives, agents, and affiliates of DDSC.
- 5.2 Initiation of Arbitration. A party may begin the arbitration process by filing a written demand for arbitration with AAA, with a copy to the other parties. You may obtain the arbitration rules and learn how to file a written demand for arbitration by contacting, American Arbitration Association, 1633 Broadway, 10th Floor, New York, NY 10019, (800) 778-7879, www.adr.org.
- 5.3 Arbitration Costs. You agree and acknowledge that You will be responsible to pay for half of the arbitration fees and costs

charged by AAA relating to the arbitration submitted to it by either party, except that You shall be entitled to petition the arbitrator to attribute all or a portion of your share of administrative and arbitrator costs to DDSC if You satisfactorily demonstrate to the arbitrator that your financial means are insufficient to pay such costs. However, each party shall remain responsible for its own attorneys' fees.

- 5.4 Limited Discovery. The ability to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in a court of law.
- 5.5 Entering Judgment. The arbitration shall be final, conclusive, and binding on the parties and the award of the arbitrator shall be enforceable in any court of competent jurisdiction.
- 5.6 Class and Representative Actions. You agree and acknowledge that all claims must be brought solely in your individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Neither You nor DDSC will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.
- 5.7 Waiver of Litigation Rights and Jury Trial. By signing the Account Application accompanying this Agreement, You acknowledge that You are giving up any right You have to bring claims, controversies, or disputes in a court of law, or have them decided by a judge or jury.
- 5.8 Voluntary Agreement; Revocation. This agreement to arbitrate is voluntary. This agreement to arbitrate may be revoked by You if You provide written notice to DDSC within 60 days of signing this Agreement.
- 5.9 Severability. If any of the provisions of Article V herein are found to be unenforceable as to all or some parts of a dispute, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration.

BULLION STORAGE AND SAFEKEEPING FEES

Non-Segregated Storage:

The annual fee for Non-Segregated Storage for products other than 1,000-ounce silver bars is 0.50% (one-half of one percent) of the total dollar value of the Precious Metals in storage or the Declared Value provided in writing by You. The annual fee for storage of 1,000-ounce silver bars is \$102.00 per bar. The annual fee for storage of 100-ounce gold bars is \$180.00 per bar. The minimum charge is \$25 per billing.

Segregated Storage:

The annual rate for Segregated Storage is 1.5% (one and one-half percent) of the total dollar value of Bullion in storage. Storage fees will be billed semi-annually in arrears. The minimum charge is \$50 per billing.

Calculation of Storage Fee:

Storage fees are calculated daily and billed semi-annually. The semi-annual storage fee is the sum of the daily charges. The daily charge equals the metals value multiplied by the daily rate. The metals value equals the number of ounces of each metal type held multiplied by the daily COMEX or NYMEX settlement price. The daily rate is the annual rate divided by 365 days.

BULLION SHIPPING FEES

Shipping Fees:

A \$25.00 per package handling fee applies to shipments originating from or delivered to locations within the United States. The amount that You pay for postage, registration, and insurance charges will be billed to you on a C.O.D basis. Shipments will be prepared in accordance with standard DDSC practices. Fees for shipments originating from or delivered to locations outside the United States will be quoted upon request.

EARLY WITHDRAWAL FEES

Early Withdrawal Fee:

An Early Withdrawal Fee in the amount of \$150 will be assessed if You deposit Bullion holdings and later withdraw the same Bullion holdings within six (6) months of the date of Your first deposit. The Early Withdrawal Fee will not be assessed as long as any quantity of Bullion is held in the Account at the time of such withdrawal.

PERSONAL PICKUP AND ACCOUNT ASSISTANCE FEES

Personal Pickup Fees:

\$0.10 per ounce for all metal, other than the items listed below:

\$10.00 per item for:

- | | | |
|----------------------------|-------------------------------|--------------------------------|
| 1) 1,000-ounce silver bars | 4) 50-ounce platinum plates | 7) Sealed 90% silver bags |
| 2) 100-ounce gold bars | 5) PGM Sponge containers | 8) Sealed 40% silver clad bags |
| 3) 400-ounce gold bars | 6) 100-ounce palladium plates | 9) Mint sealed coin boxes |

Personal pick-up fees from facilities outside the U.S. will be calculated on a time and material basis. The hourly rate for preparing or releasing Bullion outside the U.S. is currently \$100 USD per hour plus materials and the minimum fee is \$150 USD. Personal pick-ups for Bullion stored outside the U.S. require advance notice and arrangements.

Note: If bags or boxes are unsealed and special processing or additional handling is required to prepare their contents for release, the standard \$.10 per ounce fee will apply. A minimum fee of \$25 per out shipment will apply in every instance.

U.S. Silver Coinage:

DDSC will store U.S. 90% or 40% silver coinage in bags containing only \$100, \$250, \$500, \$750 or \$1,000 face value. You may elect to have coins contained in any bag counted and verified ("count-verified") by DDSC for a fee of \$25.00 per bag. DDSC requires count-verification for all bags held in non-segregated storage accounts and will assess appropriate fees. Count-verification is not required for segregated storage accounts.

Account/Audit Assistance Fee:

Account assistance will be provided at an hourly rate of \$35.00 per man-hour. Given the high level of security involved in furnishing DDSC's services, dual-control procedures are followed for all vaulting activities. Therefore, any assistance that requires access to vault areas will require two (2) Delaware Depository staff members for each visitor/auditor and result in higher assistance fees (i.e., \$70 per 2-man team).