



Type of Account Ownership (check only one)

- Individual, Joint Tenants with Rights of Survivorship, Sole Proprietorship (Return this form only)
- Trust (Return this form and a completed Trustee Certification Form)
- Estate, Conservatorship, or Guardianship (Return this form and a copy of Court Order of appointment)
- Corporate Entity – Corporation, LLC, LLP, or Partnership (Return this form and a completed Company Resolution Form)
- Payable on Death (POD)/UGMA/UTMA (Return this form only and complete Beneficiary Information below)

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 not acceptable) Fax Email Address

Mailing Address (leave blank if mail will be sent to Primary Physical Address)

Additional Account Owner Information

Name of Joint Tenant/Executor/POD Beneficiary (please insert full name)

Primary Residential Address (P.O. box or virtual office not acceptable) Fax Email Address

Mailing Address (leave blank if mail will be sent to Primary Physical Address of Primary Account Owner)

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.

***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 or storage in California.

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 Wilmington and/or California, at your election. 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 facility located at:
- 3601 North Market Street, Wilmington, Delaware 19802; and/or
- 1695 Adolfo Lopez Drive, Seal Beach, California 90740.
- 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 any other subject that is included within the Non-Commercial Depository Account Agreement. DDSC will continue to administer your Foreign Storage in Wilmington, Delaware.

Your Designated Dealer or Advisor as Information Recipient (if applicable):

Name of Dealer or Advisor Telephone # Email Address

Note: You authorize and direct DDSC to release information about your Account to your Dealer or Advisor listed above (see paragraph 4.4 of Depository Agreement).

Signature/Acknowledgment of Account Agreement

I certify that the information provided above is true and accurate, and agree to update DDSC on any changes in that information. I have reviewed and agree to the terms and conditions of the accompanying Non-Commercial Depository Account Agreement.

X _____ X _____
 Primary Owner or Authorized Individual Date Joint Owner Date

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

ARTICLE 1 BULLION SAFEKEEPING SERVICES

- 1.1 Upon Your request, and in accordance with your instructions, DDSC will physically store and safeguard your precious metals bullion assets (hereafter "Bullion"). In this Agreement, Bullion refers to any: a) coin, bar, plate, or other precious metal form said to contain gold, silver, platinum, palladium and/or other platinum group metal; b) encapsulated and clearly identified Bullion coins; c) warehouse receipts reflecting Bullion holdings, and d) in DDSC's discretion, other valuable assets.
- 1.2 At your election, and as reflected in Your Application accompanying this Agreement, You have chosen to have your Bullion stored as either Non-Segregated Storage or Segregated Storage.

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 such as 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 production, producer, condition, history, art and aesthetics, mintage, or rarity of such Bullion. DDSC is not responsible for 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 will maintain All-Risk insurance to cover any loss of or damage to Bullion that You store with DDSC.

ARTICLE 2 ACCOUNT SERVICES

- 2.1 Upon your request, DDSC may establish one or more Bullion safekeeping accounts for You ("Account"). DDSC may, in its sole discretion, refuse to establish an Account for You.
- 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 Forms tab at DDSC's web site, DelawareDepository.com. You 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 legible and completed Packing Slip.
- 2.3 Upon Your request, and 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 clearly written and signed instructions via mail, facsimile, email or other electronic delivery methods that may be deemed acceptable by DDSC from time to time (a sample Metal Movement Request Form is made available under the Forms tab at DDSC's web site, DelawareDepository.com). You 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. DDSC may reject a Metal Movement Request if Your instruction is illegible, incomplete, or it cannot be authenticated. You acknowledge that DDSC is not responsible to act upon any note or entry that is outside the required fields of the Metal Movement Request Form or in an accompanying email. You must notify DDSC of any type of error or issue with an out-shipment within two (2) business days of Your receipt of such Bullion. Thereafter, DDSC will rely on the fact that You have received and are satisfied with the Bullion that was shipped to You upon Your instructions.
- 2.4 Upon request, and on a periodic basis, Depository will send to You or Your designee by regular mail 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 upon receipt, and in a prompt and diligent manner. If there is an error or irregularity in a report, please call DDSC's Depository Manager at (302) 765-3889

or email DDSOps@DelawareDepository.com. Your failure to inform DDSC of such error or irregularity in a timely manner will negatively impact DDSC's ability to investigate, identify, and remedy the issue. DDSC will rely on the accuracy of a Statement of Holdings or Account Activity Statement and deem it a final report unless DDSC is notified within thirty (30) calendar days from the statement date. The reports that You receive are for informational purposes only, and no third party reliance is intended or presumed.

ARTICLE 3

BULLION SAFEKEEPING AND ADMINISTRATION FEES

- 3.1 The attached Fee Schedule sets forth DDSC's current fees and charges for its Bullion Safekeeping, Administration, and Shipment Services (the "Services"). The Fee Schedule may incorporate commissions, markups, or fees charged by your Designated Broker or Advisor listed in Your Account Application. Depository reserves the right to change its fees upon not less than thirty (30) days' written notice to You.
- 3.2 You will be billed for the Services on a semiannual basis. The minimum charge is \$50 per billing for Segregated Storage, and \$25 for Non-Segregated Storage. All billed amounts are due and payable to Depository within thirty (30) days of the invoice date. If Your payment is delinquent, Depository may assess a monthly late fee of \$25.00, or 1 ½% of the aggregate past due amount, whichever amount is greater. Please call DDSC's Depository Manager at (302) 765-3889 if You believe there is an error in the amount billed.
- 3.3 You acknowledge that DDSC maintains a right of set-off against an Account or account(s) You have with any of DDSC's affiliates. If You fail to pay an account indebtedness, Depository may liquidate Bullion in the Account and/or debit the Account or accounts that You have with Depository's affiliates, and then apply the proceeds to satisfy the outstanding amount owed by You and/or close the Account. If Depository exercises its right to liquidate Bullion, Depository may liquidate such Bullion without obtaining Your prior approval as to the method, timing, price order, or sequence of the liquidation. You agree that neither DDSC nor its affiliates will be responsible for any loss or damages incurred or alleged to be 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 will be responsible to pay continuing storage charges up to the date of liquidation or other set-off event.
- 3.4 DDSC is entitled to assert a warehouseman's lien and a general lien against Bullion received or stored in the Account, and the proceeds of any sale 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 warrant that no lien, pledge, security interest, or other encumbrance of that type is attached to any Bullion that You store with DDSC (the "Warranty"). This Warranty shall be deemed to exist unless and until DDSC consents in writing to release You from this Warranty. You agree that neither DDSC nor its affiliates will be responsible for any loss or damages incurred or alleged to be incurred as a result of its exercise of rights granted to it under this paragraph. You will be responsible to pay continuing storage charges during the time that DDSC exercises its lien rights under this paragraph.
- 3.5 You hereby grant DDSC a security interest in the Bullion held in an Account. Upon Your default, DDSC shall have, in addition to all other rights and remedies conferred on 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.
- 3.6 DDSC may, in its sole discretion, refuse to process a Metal Move until all outstanding storage fees and/or shipping fees are fully satisfied. You will be responsible to pay continuing storage charges until you satisfy such payment obligation(s). You agree that DDSC is not responsible for any 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 such rights, it is incumbent upon You or Your authorized representatives to pay for DDSC services in a timely manner.

ARTICLE 4

ADDITIONAL TERMS

- 4.1 If an Account is established upon your request as a joint account, You declare that You are joint owners of all assets held in the Account. You 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, either before or after the death of the other, to make withdrawals from the Account or to exercise any right that an accountholder is afforded under this agreement. A notice provided to one owner shall be deemed to be adequate notice to the other owner. DDSC reserves the right to disregard the powers of an agent authorized to act on behalf of one joint tenant, in the absence of consent from the other joint tenant (in a

form that DDSC deems satisfactory). DDSC may 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 one or both joint owners, in DDSC's sole discretion. Upon the death of either joint tenant, You each declare that the balance then remaining in such Account shall be the absolute property of the survivor, and that DDSC is authorized and directed to deal with the survivor as the sole owner of the Account and 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 either or both of You. You hereby jointly and severally, for You and each of Your heirs, executors, administrators and assigns, agree to indemnify and save DDSC harmless from any and all liability, loss or damage by reason of DDSC's delivery of Bullion or remittance of funds to the other account owner.

- 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. 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 received by 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 is a Bullion depository, and that it does not buy or sell, or otherwise transact in, Bullion. You acknowledge that DDSC cannot and 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.
- 4.4 You may elect to designate a Designated Dealer or Advisor in the accompanying Account Opening Form. At any time, You may revoke your designation of your Designated Dealer or Advisor and/or make a new designation by submitting a written and signed notice of such intent to DDSC, to the attention of DDSC's Depository Manager. You agree and understand that Your Designated Dealer or Advisor is not an employee or agent of, or affiliated with, DDSC or its subsidiaries. You agree and acknowledge that DDSC did not offer You advice or consultation regarding Your decision to use, select and/or designate Your Designated Dealer or Advisor. You acknowledge that DDSC employees are not authorized to endorse or recommend, or give any advice about, your Designated Dealer or Advisor. You agree not to solicit or rely upon any such advice from a DDSC employee. Your decision to designate your Designated Dealer or Advisor is wholly independent of any direct or indirect communications or contact that You had or may have with DDSC, its affiliates, employees, agents, or contractors.
- 4.5 From time to time, You may request that DDSC use an uninsured carrier for an out-shipment of Bullion. You understand that it is possible that, in such instance, neither You nor DDSC may be entitled to reimbursement from any insurance or other source if such Bullion becomes damaged in transit or does not reach its destination. You hereby release, indemnify, and hold Depository harmless against any liabilities or damages arising out of DDSC's shipment of Bullion by an uninsured carrier at DDSC's request.
- 4.6 You understand that the fees charged by DDSC for the services reflect its risk allocation including, but not limited to, the limitations of DDSC's liability under this Agreement. Accordingly, you agree that DDSC cannot be held 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 has been disclosed or reasonably foreseeable to DDSC. Also, DDSC disclaims any liability for loss, damage or destruction of Bullion, or costs or expenses alleged and/or incurred by You that are directly or indirectly caused by or contributed to by, or arising from: (i) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; (v) any chemical, biological, or electromagnetic weapon; (vi) terrorist acts within the coverage of the Terrorist Risk Insurance Act.
- 4.7 You agree to indemnify and hold DDSC, its officers, directors, affiliates, 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 fees, which may be suffered by, accrued against, or recoverable from DDSC, its affiliates, officers, directors, affiliates or employees arising out of Your acts or omissions under this Agreement, or with respect to the Bullion, 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 that are beyond DDSC's control, certain events may occur that would prevent DDSC from perform the Services under this Agreement. These events include the failure of third-party electronic or mechanical equipment or

telecommunication lines, government actions, judicial orders, earthquake, flood, severe and/or extraordinary weather conditions, natural disasters, acts of God, fire, acts of war (whether an actual declaration of war is made or not), terrorism, insurrections, riots, strikes, labor disputes, suspensions of trading and/or materially adverse exchange or commission directives or rulings, unusual market behavior or activity, or any other event or circumstance beyond DDSC's control. DDSC shall not be liable to You for any losses or damages that You incur due to DDSC's inability to perform the Services under circumstances outlined in this paragraph.

- 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 the 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 tax adviser about whether this arrangement creates a Financial Account in a Foreign Country requiring the filing of a Report on Foreign Bank and Financial Accounts with the IRS. Upon request, DDSC can 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 subpoena relating to the Account, or You or Your designee(s).
- 4.11 You represent to DDSC that you will take necessary precautions, and, if applicable, maintain secure user names, passwords and/or other security procedures, to prevent unauthorized viewing of Account information or the issuance of unauthorized or fraudulent instructions. 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 You acknowledge that account communications sent via e-mail may be viewed by anyone with authorized or unauthorized access to your email account, and that the communications will not be encrypted or otherwise 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 informing DDSC in writing of such intent. Withdrawal of your consent for electronic communications will be deemed effective within 5 (five) days after DDSC's receipt. 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 the e-communication service will operate without error or be available at all times.
- 4.13 DDSC reserves the right to record any telephone conversations without further notice.
- 4.14 Any notice sent to or received from DDSC shall be deemed to have been received: (a) for mail service, on the fifth (5th) Business 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. A "Business Day" is a day that CME Group [Nymex and Comex Divisions] and the New York Stock Exchange are open for business.
- 4.15 Any assignment of an Account, or Your delegation of duties or responsibilities under this Agreement, is null and void without Depository'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 or be considered 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. The Agreement may be amended only by a writing signed by You and DDSC
- 4.18 This Agreement shall terminate when: (a) no Bullion is held in Your account for twelve (12) consecutive months; or (b) it is terminated by five (5) days' written notice of termination by You or DDSC. If a Notice of Termination while Bullion is being stored by DDSC, You must submit written and signed instructions (*see* paragraph 2.3 regarding Metal Movement Requests) that include the shipping address or successor depository to which the Bullion is being sent. The terms of paragraph 3.6 (regarding outstanding storage charges and shipping fees) apply equally 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), indemnification (paragraph 4.7), force majeure (paragraph 4.8), subpoenas (paragraph 4.9), and waiver (paragraph 4.15) shall 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). Arbitration shall be permitted, at the election of either party, after thirty (30) days have elapsed since a Party has indicated, in writing, that it is making a good faith attempt to resolve a certain 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 to adjudicate all disputes 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 Company and Depository.
- 5.2 Initiation of Arbitration. Any party may begin the arbitration process by filing a written demand for arbitration with AAA, with a copy to the other parties. The place of arbitration shall be Wilmington, Delaware, and the terms of this Agreement shall be governed by Delaware law, notwithstanding that certain acts or transactions may occur outside Wilmington, Delaware. You may obtain the arbitration rules or learn how to file a Claim by contacting:
- American Arbitration Association
1633 Broadway, 10th Floor
New York, NY 10019
(800) 778-7879
www.adr.org
- 5.3 Selection of Arbitrators. A single arbitrator will be selected to adjudicate a dispute, in accordance with AAA's rules.
- 5.4 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.
- 5.5 Limited Discovery. The ability to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in a court of law.
- 5.6 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.
- 5.7 Class and Representative Actions. You agree and acknowledge that all claims must be brought only 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.
- 5.8 Waiver of Litigation Rights and Jury Trial. By signing 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.
- 5.9 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.
- 5.10 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 as agreed to in writing. The annual fee for storage of 1,000-ounce silver bars is \$102.00 per bar and the annual fee for storage of 100-ounce gold bars is \$180.00. 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 or as agreed to in writing. Storage fees will be billed semi-annually, in arrears. The minimum charge is \$50 per billing.

Calculation of Storage Charges:

Bullion storage charges are calculated daily and billed semi-annually. The semi-annual storage bill 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 applicable daily spot metal 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 and delivered to destinations 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 and packaging materials. Fees for shipments originating from and/or delivered to destinations outside the United States will be quoted upon request.

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 Precious Metals outside the U.S. is currently \$100 USD per hour plus materials. The minimum fee is \$150 USD. Personal pick-up for Precious Metals stored outside the U.S. requires 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 the count of the coins contained in any bag 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 the appropriate fees. Count-verification is not required for segregated storage accounts.