



Please forward completed, signed account form to USAGOLD by e-mail, fax or regular mail.
 Mailing address: P.O. Box 460009, Denver CO 80246
 Fax: 303-399-6759 • Email: orderdesk@usagold.com
 Scan or photo acceptable.

Non-Commercial Depository Account Application & Agreement

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.

*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 matter included within the Non-Commercial Depository Account Agreement. DDSC will administer Foreign Storage at its offices in Wilmington, Delaware.

Information Recipient (if applicable):

| | | |
|-------------------|-------------|---------------|
| Name of Recipient | Telephone # | Email Address |
|-------------------|-------------|---------------|

Note: You authorize and direct DDSC to release information about your Account to the Information Recipient listed above.

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. 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.

| | | |
|--|------|-------------|
| X | | X |
| Primary Owner or Authorized Individual | Date | Joint Owner |
| | | Date |

Customer(s) (hereafter "You" or "Your") agree(s) that this Non-Commercial Depository Account Agreement (the "Agreement") 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 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, sponge 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 identifying specific Bullion holdings, and d) in DDSC's discretion, other valuable assets.
- 1.2 In Your Application accompanying this Agreement, You will select Non-Segregated Storage or Segregated Storage which are defined in further detail 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 will maintain All-Risk insurance to cover any loss of or damage to Bullion that You store with DDSC. Replacement cost basis is the market value of the items lost or damaged plus or minus any applicable refining, assay, fabrication, manufacturing, trading or other costs incurred to replace lost or damaged items. The market value shall be the CME Group (NYMEX & COMEX) settlement price on the second business day following the day the loss or damage is discovered.

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 legible and completed 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 legible, complete, and 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 illegible, incomplete, or the instructions cannot be authenticated. You acknowledge that DDSC will not take action or otherwise respond to any note, entry or memorandum of any kind outside the required fields of a Metal Movement Request Form. Insurance coverage will be unavailable and no reimbursement will be made if You fail to notify DDSC's Operations Department of a shortage, damage, error or other type of non-conformity in an Out-shipment within two (2) business days of a USPS or courier delivery to the shipping address designated in Your Metal Move Request. You assume all risks in instructing DDSC to send an Out-Shipment to a self-service locker, "ship to store" service, or a package pick-up service, and You fully understand that insurance coverage will be unavailable and no reimbursement will be made if You do not pick-up the package within two (2) business days following delivery by USPS or courier.

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 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 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 is neither intended nor presumed from your receipt of such reports.

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. 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 the Account or account(s) You have with any of DDSC’s affiliates. If You fail to pay an account indebtedness, DDSC has the right to 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 and the liquidation be executed according to the method, timing, sell order, or sequence that DDSC determines in its sole discretion. You agree that neither DDSC nor its affiliates will be liable for any 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 right to assert a warehouseman’s lien and a general lien against Bullion received or stored in the Account and the proceeds of any 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 of any nature (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 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 the Bullion held in an Account. Upon Your default, DDSC has, 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, and further agree to fully cooperate with DDSC in perfecting or maintaining perfection of such security interest.
- 3.6 DDSC has the right to refuse to process a Metal Move Request until any and all outstanding storage 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 these rights, it is incumbent upon You or Your authorized representatives to submit payment for DDSC services in a timely manner.

ARTICLE 4

ADDITIONAL TERMS

- 4.1 If You instruct DDSC to establish a joint account, You declare to DDSC that two 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. DDSC will not accept the designation of

an agent authorized to act on behalf of one joint tenant absent written and signed consent from the other joint tenant (in a form that DDSC deems satisfactory). 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 both joint owners. Upon the death of a joint tenant, the balance then remaining in the Account shall be the absolute property of the survivor and DDSC is authorized and directed to deal with the survivor as the sole owner 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 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 hold 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 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). 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 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. At any time, You may revoke your designation of the Information Recipient 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 the Information Recipient is not a partner, 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 any 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. 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 is available and DDSC will not be liable in any manner for any loss, damage or destruction of Bullion directly or indirectly caused or contributed by: (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 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 that are beyond DDSC's control, certain events may occur that would prevent DDSC from performing services contemplated by 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 may incur due to DDSC's inability to perform its services under any circumstance 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 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 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 subpoena relating to the Account, or You or Your designee(s).
- 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 information or the issuance of unauthorized or fraudulent instructions regarding 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) 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 communications 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 designee, without any further notice, and without obtaining further consent to recordings at future times.
- 4.14 Any notice sent to or received from DDSC shall be deemed 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 on which CME Group [Nymex and Comex Divisions] and the New York Stock Exchange are open for business.
- 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.
- 4.18 This Agreement shall terminate upon five (5) 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 written and signed instructions (*see* paragraph 2.3 regarding Metal Movement Requests) including the shipping address or successor depository to which You are instructing DDSC to ship the Bullion. 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). You or DDSC shall be entitled to file a written demand for arbitration to AAA 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 this 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 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.

Account/Audit Assistance Fee:

Account assistance will be provided at an hourly rate of \$35.00 per man-hour. Given the high-security nature of our services, dual-control procedures are followed for all vaulting activities. Therefore, any assistance that requires access to the high-security 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).