



## Vault Custody Storage Application | Precious Metals

### Depositor Type (Choose one)

- ☐ Individual, Joint, or Sole Proprietor
- ☐ Entity (include our completed Entity Resolution form)
- ☐ Trust (include our completed Trustee Certification form)

### Primary Depositor

\_\_\_\_\_  
Name of Individual or Entity

\_\_\_\_\_  
Name of Account Signer (if different than line above)

\_\_\_\_\_  
Signer's Title/Relationship to Entity (if applicable)

\_\_\_\_\_  
Physical Residential Address (Not a P.O. Box)

\_\_\_\_\_  
Mailing Address (Leave blank if same as Physical Address)

\_\_\_\_\_  
Primary Phone

\_\_\_\_\_  
Secondary Phone

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Fax Number

### Secondary or Joint Depositor/Signer (Optional)

(Has full rights of access and control.)

\_\_\_\_\_  
Name of Secondary or Joint Account Signer

\_\_\_\_\_  
Physical Residential Address (Not a P.O. Box)

\_\_\_\_\_  
Mailing Address (Leave blank if same as Physical Address)

\_\_\_\_\_  
Primary Phone

\_\_\_\_\_  
Secondary Phone

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Fax Number

(Continued next page.)

**Emergency Contact** (Required)

(No rights of access unless valid Power of Attorney presented.)

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Name of Individual (Full name)

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Name of Emergency Contact's Entity (If applicable)

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Physical Address (Not a P.O. box)

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Mailing Address (Leave blank if same as Physical Address)

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Primary Phone

Secondary Phone

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Email Address

Fax Number

**Additional Requirements**

Please provide BlueVault with each of the following.

1. A copy of a government photo ID issued in the U.S. (federal, state, region, county, parish, city)
2. A copy of a utility bill or statement with both your name and U.S. physical address.

By signing below, I certify that the information I've provided is true and accurate, and I agree to notify BlueVault of any changes to this information.

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Primary Depositor/Signer (Signature)

Date

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Joint Depositor/Signer (Signature)

Date



## Vault Custody Storage Agreement | Precious Metals

### VAULT LOCATION (Choose one)

#### ☐ San Diego, California

BlueVault Group San Diego LLC

5638 Mission Center Road, Suite 401, San Diego, CA 92108, (619) 342-8090 (a California LLC)

#### ☐ Huntington Beach, California

BlueVault Group SoCal LLC

7501 Edinger Ave., Suite 101, Huntington Beach, CA 92647, (714) 485-0210 (a Delaware LLC qualified to do business in California)

BlueVaultSecure.com | info@bluevaultsecure.com

### PURPOSE OF AGREEMENT

The BlueVault entity specified above ("BlueVault") agrees to provide insured, segregated-only vault custody storage of precious metals assets ("Assets") on a monthly basis for the vault customer ("Depositor") named on the attached *Vault Custody Storage Application* ("Application"), subject to the terms and conditions of this *Vault Custody Storage Agreement* ("Agreement"). A list of the precious metal products approved by BlueVault for vault custody storage can be found in Exhibit B attached to this Agreement. Other valuable assets not specifically listed in Exhibit B may also be stored at BlueVault's discretion and may be subject to additional terms and conditions attached in an addendum ("Addendum") to this Agreement. Depositor acknowledges that BlueVault does not provide, or offer to provide, any investment, legal, tax, or accounting advice, nor does BlueVault make any representations regarding the advisability of purchasing, investing in, or storing precious metals. BlueVault in its sole discretion, may choose not to store a Depositor's Assets.

### Article 1. FEES, CHARGES, AND TERMS OF PAYMENT

#### FEES & CHARGES

The current fees and charges to be paid by the Depositor to BlueVault are described in Exhibit A, which is attached to this Agreement, and are also on file at BlueVault's offices. The fees and charges may be changed from time to time by BlueVault on not less than 30 days' notice to the Depositor.

#### BILLING

The Depositor will be charged the Monthly Storage Fee (as described in Exhibit A) at the beginning of each month, in advance, based on the current asset value ("Asset Value") of the Assets on deposit with BlueVault on the first day of that month. The Asset Value is calculated by multiplying the total weight of the Assets in troy ounces by that day's New York market close spot price for that particular metal. The Monthly Storage Fee is calculated by multiplying the Asset Value by .000023 (.84% annual rate divided by 365) times the number of days in that month. The Depositor's Monthly Storage Fee, set on the first of each month, will be neither decreased nor increased for that month regardless of positive or negative spot market swings. The Monthly Storage Fee includes segregated storage and zero-deductible insurance. Fractions of a month will be prorated. The minimum monthly fee is \$20. Fees for other services will be charged as they're incurred.

#### PAYMENT METHOD

The Depositor agrees to provide BlueVault with a method of payment which will be used to charge the Monthly Storage Fee and any other applicable fees described in Exhibit A. Accepted methods are credit card, debit card, or ACH (checking account) payment. The Depositor may change or update their method of payment at any time upon written notice to BlueVault.

#### PRO-RATING FEES FOR DEPOSITS

If the Depositor makes additional deposits of Assets subsequent to their initial deposit, such additions will incur an increase in the Monthly Storage Fee in accordance with Exhibit A. The fee increase will be pro-rated from the date the addition is made to the end

of that month and charged to the Depositor in advance. On the first day of the next full month, the fee increase will be added to the Depositor's ongoing Monthly Storage Fee .

## **PRO-RATING FEES FOR WITHDRAWALS**

If the Depositor makes a partial withdrawal of Assets, such withdrawal will cause a corresponding decrease in their Monthly Storage Fee starting with the next full month following the date of withdrawal. When the Depositor makes either a partial or complete withdrawal of Assets, no pro-rated refund of the corresponding fee for any remaining portion of a month will be made.

## **LATE PENALTIES**

The Depositor agrees to keep their method of payment current. BlueVault will notify the Depositor in a timely manner if their method of payment expires, giving them the opportunity to update their payment information. If an attempt to email and phone the Depositor, Joint Depositor, or Emergency Contact (in that order) fails to provide BlueVault with updated payment information, and BlueVault is subsequently unable to charge fees owed within 31 days past due date, the following will apply. In addition to the continuing accrual of ongoing Monthly Storage Fees, a late charge of \$25 per month or .5% of their Asset Value per month, whichever is greater, will be added to the fees owed each month. BlueVault may refuse a Depositor's withdrawal request until all outstanding fees and charges are paid. The Depositor is responsible for ongoing Monthly Storage Fees until such payment obligations are met. If such obligations go unpaid for more than ninety (90) days, BlueVault may begin taking steps to recover fees owed. BlueVault is not responsible for any loss or damages incurred or alleged to be incurred as a result of its exercise of rights granted under this paragraph. To avoid the possibility of BlueVault exercising such rights, the Depositor must maintain current payment information with BlueVault. The Assets are subject to a lien and may be sold to satisfy unpaid charges as set forth in this Agreement.

## **ARTICLE 2. ADDITIONS AND REDUCTIONS TO DEPOSITED ASSETS**

### **SHIPPING IN, BRINGING IN**

The Depositor may ship in via insured carrier, or bring in, their Assets. Before any Depositor's shipped-in Assets are accepted they must submit an *Inbound Assets List* to BlueVault, receive BlueVault approval, and provide a method of payment in advance. *Inbound Assets List* forms are available from BlueVault and require detailed information on type, quantity, and weight of all Assets in the deposit. In addition, in-person deposits must be pre-arranged with BlueVault, allowing four (4) business days of lead time. Assets received without an approved *Inbound Assets List* may be returned to sender at their expense.

### **PRECIOUS METALS AUTHENTICATION & VALUATION**

All inbound precious metals Assets, whether shipped in or brought in, will be reconciled with the Depositor's *Inbound Assets List*. The Assets will then be inspected, authenticated, and assigned a current Asset Value for insurance and billing purposes before they can be placed in storage under this Agreement. The intake process will be conducted jointly by two BlueVault employees and recorded digitally. Asset Value is calculated by multiplying the total weight of the Assets in troy ounces by the most recent New York market close spot price for that precious metal. This process applies to the initial deposit of the Depositor as well as any additional deposits. Authentication and valuation fees may be imposed in certain circumstances; see the attached Exhibit A. Exhibit B lists BlueVault's standard precious metal products.

### **UNAUTHORIZED SHIPMENTS, MISREPRESENTATIONS, DISCREPANCIES**

Prior to shipping in or bringing in Assets, the Depositor must receive authorization from BlueVault. BlueVault has the right to reject any inbound shipment of Assets that arrives without authorization, is not preceded by a BlueVault-supplied *Inbound Assets List*, differs from the description on the *Inbound Assets List*, or has been misrepresented in any way. Such shipments are subject to return at Depositor's or Sender's expense. *Inbound Assets List* forms are available from your BlueVault representative. If the type, quantity, or weight of any Assets in the shipment differs from the *Inbound Assets List*, the Depositor will be promptly notified of the discrepancy and the discrepancy will be noted on BlueVault's *Receiving & Inspection Report* prior to placing them in storage. The report, issued to the Depositor by BlueVault after inspection, authentication, and valuation of the Assets, will control.

### **WITHDRAWALS, OUTBOUND SHIPMENTS, IN-PERSON PICKUPS**

The Depositor may request that some or all of their Assets be withdrawn by submitting by hand or email a completed BlueVault-supplied *Asset Withdrawal Order* describing the type, quantity, and weight of the Assets to be withdrawn, acknowledging that the terms and conditions of this Agreement apply to the withdrawal, and containing the authorized signature of the Depositor. *Asset Withdrawal Order* forms are available from BlueVault. Applicable fees for withdrawals and shipment can be found in Exhibit A.

If the withdrawn Assets are to be shipped, BlueVault will ship by insured carrier only, and only to the Depositor's address on record at BlueVault. Shipping costs must be paid in advance by the Depositor. BlueVault will include in the outbound shipment an *Asset Withdrawal Confirmation* describing the type, quantity, weight, and condition of the Assets enclosed. BlueVault will notify the

Depositor of the date, carrier, shipping type, and package identification number of the outbound shipment and will provide the Depositor with a copy of the *Asset Withdrawal Confirmation* and an updated *Holdings Statement*. BlueVault cannot ship to destinations outside the United States. The Depositor authorizes BlueVault to act upon their instructions to withdraw Assets from storage and ship them to the Depositor. BlueVault may reject instructions if incomplete, illegible, or cannot be authenticated.

The Depositor must notify BlueVault of any type of error or problem with shipped Assets within two (2) business days of receiving the Assets. Thereafter, BlueVault will rely on the fact that the Depositor has received and is satisfied with the Assets that were shipped to them.

The Depositor may also withdraw Assets from storage in person. Arrangements for all in-person withdrawals must be made in advance. A completed BlueVault-supplied *Asset Withdrawal Order* form must be delivered to BlueVault by hand, email, or U.S. Mail by the Depositor at least four (4) business days in advance of their arrival at BlueVault. *Asset Withdrawal Order* forms are available from BlueVault. Applicable fees for in-person withdrawals can be found in Exhibit A.

BlueVault may in its sole discretion, refuse to act upon instructions to withdraw the Assets from storage until all outstanding storage fees, other fees, and charges payable under this Agreement are fully satisfied. BlueVault is not responsible for any loss or damages incurred or alleged as a result of BlueVault's exercise of its rights under this provision.

## REPORTING

When deposits or withdrawals are made by the Depositor, or upon request by Depositor, BlueVault will provide the Depositor with an up-to-date *Holdings Statement* describing the type, quantity, and weight of all Assets held in storage on their behalf. The Depositor is responsible for thoroughly reviewing their *Holding Statements* upon receipt. If an error is found, it's the Depositor's responsibility to immediately inform the BlueVault facility where their Assets are stored. Failing to inform BlueVault of such an error in a timely manner will hinder BlueVault's ability to remedy the issue. BlueVault deems a *Holdings Statement* to be accurate unless it receives notification from the Depositor within thirty (30) calendar days of the statement date.

## ACCESS

The Depositor may visually inspect their Assets in person once per year at no charge during normal business hours but must make arrangements in advance with BlueVault, allowing for up to four (4) business days of lead time.

## FORCE MAJEURE

BlueVault is not responsible for delays of deposits or withdrawals caused by conditions beyond its control including failure of third-party electronics or mechanical equipment or telecommunication lines, earthquake, fire, flood, severe and/or extraordinary weather conditions, natural disasters, acts of God, acts of war (whether an actual declaration of war is made or not), terrorism, insurrections, riots, strikes, labor disputes, governmental actions, judicial orders, suspension of trading, and/or materially adverse exchange or commission directives or rulings, unusual market behavior or activities, or any other event or circumstance beyond BlueVault's control. BlueVault will not be liable to the Depositor for any losses or damages that the Depositor incurs due to BlueVault's inability to perform services under circumstances described in this provision.

## ARTICLE 3. INSURANCE

### INSURANCE

BlueVault will maintain zero-deductible insurance to cover the Asset Value of the Depositor's Assets under storage at BlueVault on the date of loss should one occur. Asset Value is calculated by multiplying the total weight of the Assets in troy ounces by the most recent New York market close spot price for that precious metal. Increases or decreases in market spot prices after the time of loss will not affect the amount of the insurance payout. The Depositor's Assets are insured under BlueVault's policy #Q217728 issued by AXA Insurance Company and are covered for loss, damage, and destruction from natural and man-made BlueVault events that include fire, flood, earthquake, tsunami, hurricane, tornado, mudslide, landslide, sinkhole, avalanche, explosion, burglary, robbery, insurrection, and terrorist attack. Depositor's deductible amount is zero. Only Assets secured inside the BlueVault facility indicated above are covered. This coverage is subject to certain exclusions. Insurance coverage, terms, and limits for basic coverage are subject to change upon 30 days' advance written notice.

## ARTICLE 4. OWNERSHIP OF BULLION

### ENCUMBRANCES

The Depositor represents and warrants to BlueVault that the Depositor has the lawful possession of and legal right and authority to store any and all of the Assets subject to this Agreement.

## BACKGROUND INFORMATION

BlueVault complies with all local and Federal laws concerning money laundering and terrorism activities. BlueVault reserves the right to inquire about origin and ownership details of any Assets sent in or brought in for Vault Custody Storage, to request more information or documentation, or to require a background check of the Asset Owner(s).

## ANTI-TERRORISM & MONEY LAUNDERING REPRESENTATION & INDEMNIFICATION

The Depositor certifies that (i) they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order, the United States Department of Justice, or the United States Treasury Department as a terrorist, "Specially Designated National or Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control ("SDN"); (ii) they are not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation; and (iii) they are not in violation of Presidential Executive Order 13224, the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act, or any regulations promulgated pursuant thereto. The Depositor agrees to defend, indemnify, and hold BlueVault harmless from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing certification. Should the Depositor be designated an SDN, BlueVault may, at its sole option, terminate this Agreement.

## JOINT OWNERSHIP

If a Primary Depositor and Joint Depositor store Assets at BlueVault, they declare they are joint owners ("Owners") of all Assets, and such Assets are held for them as Joint Tenants with rights of survivorship, not as Tenants in Common. Each Owner has full, undivided, and unlimited power, before or after the death of the other, to make withdrawals from storage or to exercise any right that a Depositor is afforded under this Agreement. A notice provided to one Owner shall be deemed to be adequate notice to the other Owner. BlueVault reserves the right to disregard the powers of an agent authorized to act on behalf of one Owner, in the absence of consent from the other Owner (in a form BlueVault deems satisfactory). BlueVault may continue to follow the instructions of an authorized agent of one Owner, unless and until BlueVault receives a written notice of cancellation signed by one or both Owners, in BlueVault's sole discretion. Upon the death of either Owner, the Assets remaining in storage shall be the absolute property of the survivor, and BlueVault is authorized and directed to deal with the survivor as the sole Owner of the Assets held. This applies to all Assets and to the proceeds of any liquidation related to a default of a payment obligation, regardless of whether or not a check or draft bears the endorsement of either or both Owners. The Owners hereby jointly and severally, for themselves and each of their heirs, executors, administrators, and assigns, agree to indemnify and save BlueVault harmless from any and all liability, loss, or damage by reason of BlueVault's delivery of Assets or remittance of funds to the other Owner.

## ADVERSE CLAIMS

If any claims, demands, or rights adverse to the right of the Depositor arise, the Depositor agrees to pay all storage and other charges together with any costs and expenses incurred by BlueVault in defending against any litigation or adverse claims, including attorneys' fees that BlueVault may reasonably incur or become liable to pay. BlueVault is specifically authorized, at its option, in the event of any adverse claim or demand concerning the ownership or right of possession of the Assets, to interplead the Depositor and all other claimants.

## ARTICLE 5. LIABILITY OF COMPANY

### LIABILITY

BlueVault will be liable only for loss, injury, damage, or delay caused by or resulting from gross negligence, as decided per a court or judicial arbitration. (Assets on deposit at BlueVault are covered under BlueVault's insurance policy. See "ARTICLE 3. INSURANCE" above for details.) BlueVault WILL NOT BE LIABLE for loss or damage occurring (a) before delivery to the BlueVault, or (b) after the property has been delivered to or receipted for by the Depositor. Neither will BlueVault be liable for loss or damage to shipments of Assets that arrive at BlueVault without prior authorization, or that contain fraudulent or illegal Assets.

### LIMITS OF LIABILITY

The total liability of BlueVault for physical loss or damage may not exceed the Asset Value of the Assets stored at BlueVault on the date of loss should one occur. Asset Value is calculated by multiplying the total weight of the Assets in troy ounces by the most recent New York market close spot price for that precious metal. Sentimental value will be excluded.

(Continued next page.)

## ARTICLE 6. INDEMNIFICATION, AUTHORIZATIONS AND WAIVERS

### INDEMNIFICATION, HOLD HARMLESS

The Depositor agrees to indemnify and hold BlueVault, its officers, directors, managers, affiliates, agents, 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, accrued against, or recoverable from BlueVault, its affiliates, officers, directors, managers, affiliates, agents, or employees arising out of the Depositor's acts or omissions under this Agreement, or with respect to the Depositor's Assets, except to the extent such damages or liability results solely from the gross negligence or intentional misconduct of BlueVault.

### SUBPOENAS

If BlueVault receives a subpoena, warrant, or order of any court of the United States of America or a state relating to the Depositor's Assets, BlueVault is authorized to comply with the subpoena or order without notice to the Depositor, even if the party issuing the subpoena, warrant or order lacks jurisdiction over the Depositor. BlueVault reserves the right to request and obtain reimbursement for costs or expense that it incurs in complying with any subpoena relating to this Agreement, the Depositor, or the Assets.

### DATA SECURITY

The Depositor will take necessary precautions and maintain secure user names, customer numbers, passwords, and other security procedures to prevent unauthorized viewing of the Depositor information or the issuance of unauthorized or fraudulent instructions. BlueVault shall not be liable to the Depositor for any losses the Depositor may suffer due to BlueVault's good faith reliance on unauthorized or fraudulent instructions that it may receive.

## ARTICLE 7. COMPANY'S LIEN

### SECURITY INTEREST, WAREHOUSEMAN'S LIEN

It is agreed that BlueVault has a security interest, warehouseman's lien, and general lien against the Depositor and all other persons on any and all Assets deposited with it, and on the proceeds from the sale of the Assets for all charges provided in this Agreement, including storage charges, authentication fees, claims for money advanced, interest, insurance, shipping, and all other charges and expenses in relation to the Assets or any part, for all expenses necessary for preservation of the Assets, all reasonable charges and expenses for notice of sale and sale of the Assets when the Depositor defaults, and for all costs including court costs and reasonable attorneys' fees in collecting charges or enforcing this lien, or defending itself if BlueVault is made a party to any litigation concerning the Assets stored under this Agreement, or in filing any action in interpleader for the determination of ownership of the property deposited with BlueVault. BlueVault will remit to the Depositor any excess proceeds from such sale, less any cost or expense relating to such sale. The Depositor promises to pay all charges when due and BlueVault may, at its option, bring suit for delinquent charges without first foreclosing its lien.

### RIGHT OF SET-OFF

The Depositor acknowledges that BlueVault maintains a right of set-off against Assets stored at BlueVault. If the Depositor fails to pay an indebtedness due under this Agreement, BlueVault may liquidate Assets in the Account, and then apply the proceeds to satisfy the outstanding amount owed by the Depositor. If BlueVault exercises its right to liquidate Assets, it may liquidate such Assets without obtaining the Depositor's prior approval as to the method, timing, price order, or sequence of the liquidation. The Depositor agrees that BlueVault will not 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. The Depositor agrees that BlueVault shall be deemed to have exercised its right of set-off contemporaneously and on the first calendar date that the Depositor is in default of their payment obligation. The Depositor will be responsible for paying continuing storage charges up to the date of liquidation or other set-off event.

## ARTICLE 8. ARBITRATION

### ARBITRATION

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the California county where the BlueVault facility is located before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of



appropriate jurisdiction. The Depositor shall pay half of the arbitration fees and costs charged by JAMS relating to the arbitration submitted to it by either party. Each party shall remain responsible for its own attorneys' fees.

## **ARTICLE 9. NOTICES AND CHANGE OF ADDRESS**

### **FORMAL NOTICES**

Formal notices under this Agreement shall be written notices signed by the Depositor or BlueVault and delivered to the Depositor or BlueVault by hand, U.S. Mail, email, or fax, at the addresses contained in this Agreement.

### **CHANGE OF ADDRESS**

Notice of any change of address must be given by the Depositor in writing and acknowledged in writing by BlueVault, and no notice of any change of address is valid or binding against BlueVault if given in any other manner. It is understood and agreed that all notices of any nature to the Depositor must be sent to the Depositor's address given in this Agreement until a written notice of change is received by BlueVault and acknowledged by it in writing.

### **EMAIL COMMUNICATION AUTHORIZATION**

The Depositor consents to email communication with BlueVault and acknowledges that communications sent by email 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. The Depositor further acknowledges that email is not a secure medium, and that communications regarding their Assets may be intercepted or viewed without their knowledge. The Depositor agrees that their consent to email communications will remain in effect indefinitely until they notify BlueVault in writing that they withdraw their consent. The Depositor may withdraw their consent to electronic communications at any time by informing BlueVault in writing of such intent. Withdrawal of their consent for electronic communications will be deemed effective within 5 (five) days after receipt by BlueVault. From time to time, email communications may fail to transmit properly. BlueVault disclaims a warranty of any kind, express or implied, regarding electronic communications that are sent to the Depositor. BlueVault cannot warrant that email service will operate without error or be available at all times.

### **NOTICES & TIMING**

Any notice sent to or received by BlueVault shall be deemed to have been received: from mail service, on the fifth business day following the day of mailing; for email service, within twenty-four 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.

## **ARTICLE 10. ENTIRE AGREEMENT**

### **ENTIRE AGREEMENT**

This Vault Custody Storage Agreement including all attachments and exhibits constitutes the entire Agreement between the parties. Any prior agreements, promises, or negotiations, whether oral or written, that are not expressly set forth in this Agreement are of no force or effect. There are no other terms, warranties, representations, or agreements of either the Depositor or BlueVault not contained in this Agreement. This Agreement may be amended only by writing signed by the Depositor and BlueVault.

### **SEVERABILITY**

If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this agreement remains in full force and effect.

### **WARRANTIES**

The Depositor warrants that all representations made to BlueVault under this Agreement are true and correct and to the best of their knowledge and that the Depositor's performance will comply with all applicable laws and the terms and conditions of this Agreement.

### **HEIRS & ASSIGNS**

This Agreement is binding on and inures to the benefit of the heirs, executors, administrators, and assigns of BlueVault and the Depositor. Any assignment of an Asset, or a Depositor's delegation of duties or responsibilities under this Agreement, is null and void without BlueVault's prior written consent. No benefit is given, or intended to be given, to a third party by BlueVault under this Agreement.

### **STATE LAW**

This Agreement is governed by and construed in accordance with the laws of the State of California.



## HEADINGS

Any heading contained in the Agreement is for convenience of reference only and shall not affect the interpretation of the underlying provision(s).

## TERMINATION OF AGREEMENT

The Depositor may terminate this Agreement upon thirty (30) days' notice and payment of any charges due and withdraw their Assets from BlueVault. BlueVault may terminate this Agreement and require payment of any charges and withdrawal of the Assets stored hereunder upon not less than thirty (30) days' notice to the Depositor.

## SURVIVABILITY

Articles 1, 2, 4, 5, 6, 7, 8, 9, and 10 shall survive the termination of this Agreement.

*I have read, understand, and agree to the terms and conditions set forth in this Vault Custody Storage Agreement.*

### By Primary Depositor/Signer

Printed Name \_\_\_\_\_ Phone \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### By BlueVault Authorized Agent

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# Exhibit A

## Vault Custody Storage Fees | Precious Metals

### Segregated-Only Monthly Storage Fee

Asset Value x .000023 x days in that Month

To calculate the Monthly Storage Fee, BlueVault multiplies the Depositor's Asset Value by .000023 (.84% annual rate divided by 365) times the number of days in that month. BlueVault makes this calculation the first day of each month and charges for the month in advance. BlueVault defines Asset Value as the total precious metal weight of an Asset in troy ounces multiplied by the New York market closing spot price for that day for that particular metal. No "collectible" value is recognized for precious metals storage. The minimum fee is \$20 per month. Deposits made mid-month will be pro-rated. The Monthly Storage Fee includes segregated Vault Custody Storage with zero-deductible insurance.

### Authentication & Valuation Fee for Inbound Deposits

For precious metals on BlueVault's Standard List – No Fee

For precious metals *not* on BlueVault's Standard List – Asset Value x .005 (.5%)

For precious metals purchased from BlueVault – No Fee

Each time precious metal Assets arrive for deposit at BlueVault, they must be inspected, authenticated, and assigned an Asset Value. BlueVault defines Asset Value as the total precious metal weight of an Asset in troy ounces multiplied by the most recent New York market closing spot price for that precious metal. No "collectible" value is recognized for precious metals storage. See *Exhibit B* for BlueVault's Standard List of Precious Metals.

### Inbound Deposits Fees

Deposits shipped to BlueVault – No Fee

Deposits brought in person to BlueVault – No Fee

Before shipping, the Depositor must complete BlueVault's *Vault Custody Storage Agreement* and receive authorization to ship. Assets that arrive without authorization or have been misrepresented are subject to return at sender's expense. Arrangements for shipping to BlueVault are the Depositor's responsibility. Arrangements for in-person deposits must be made in advance with BlueVault, allowing up to four (4) business days of lead time.

### Outbound Withdrawals Fees

Withdrawals shipped to the Depositor – Cost of Shipping + \$29

Withdrawals picked up in person – First instance per year – No Fee

Withdrawals picked up in person – Additional instances per year – \$40

The Depositor pays in advance all insured shipping costs plus a \$29 handling fee for each outbound withdrawal BlueVault ships to the Depositor. BlueVault cannot ship to destinations outside the United States. Arrangements must be made in advance with BlueVault for all withdrawals made in person.

All arrangements must be made in advance.

# Exhibit B

## BlueVault Standard List | Precious Metals

BlueVault accepts the following precious metals products for Vault Custody Storage. All metals must be in proper condition. If they are not, or if your metals are not on this list, please contact a BlueVault representative.

### GOLD BULLION

|       |                                |
|-------|--------------------------------|
| 1oz   | Gold American Eagles           |
| 1oz   | Gold American Buffalos         |
| 1oz   | Gold Canadian Maple Leafs      |
| 1oz   | Gold Australian Kangaroos      |
| 1oz   | Gold South African Krugerrands |
| 1oz   | Gold Austrian Philharmonics    |
| 1oz   | Gold Bars (.9999)              |
| 1.2oz | Gold Mexican Centenarios       |
| 10oz  | Gold Bars (.9999)              |
| 1kilo | Gold Bars (.995 or finer)      |

### SILVER BULLION

|       |                                  |
|-------|----------------------------------|
| 1oz   | Silver American Eagles           |
| 1oz   | Silver Canadian Maple Leafs      |
| 1oz   | Silver South African Krugerrands |
| 1oz   | Silver Austrian Philharmonics    |
| 1oz   | Silver Australian Kangaroos      |
| 1oz   | Silver Rounds (.999 or finer)    |
| 1oz   | Silver Bars (.999 or finer)      |
| 10oz  | Silver Bars (.999 or finer)      |
| 100oz | Silver Bars (.999 or finer)      |
| 1kilo | Silver Bars (.999 or finer)      |