



CUSTODIAN AGREEMENT

THIS CUSTODY AGREEMENT is made the ____ day of _____.

Between: _____ (the "Client") an individual residing at _____;

and: **LEGACY TRUST COMPANY LIMITED**, a company duly incorporated and validly existing under the laws of Hong Kong with a registered address at 812 Silvercord, Tower 1, 30 Canton Road, Tsimshatsui, Kowloon, Hong Kong SAR ("the Custodian").

Whereas the Custodian has agreed to open and maintain a custody account in the name of the Client and to hold and administer all stocks, shares, certificates, debentures, bonds, notes, life and other insurance policies and other securities, cash, bullion, coin and any other property including but not limited to Crypto-Currencies (the "**Property**") as shall be deposited with and accepted by the Custodian for the Custody Account, subject at all times to the instructions of the Client, to the terms and conditions set forth herein, and to compliance with the pertinent laws of Hong Kong, the parties hereto respectively agreed as follows:

1. The Custodian shall establish and maintain a custody account (the "**Custody Account**") for the aforesaid purposes and the Client shall from time to time deliver, or cause to be delivered, all Property accepted by the Custodian for the Custody Account.
2. The Custodian shall establish and maintain a cash account (the "**Cash Account**") in which shall be booked (i) the net consideration of any purchase or sale of securities (including Crypto-Currencies) or investments where the Custodian acts as, or instructs, brokers on behalf of the Client, (ii) payments or receipts on settlement of securities or investments, (iii) charges and (iv) proceeds or redemptions.
3. (a) All credit balances in the Cash Account shall (i) accrue interest at an interest rate equal to bank deposit rates for currencies held in the Custody Account, prevailing from time to time and allowed to the Custodian by its bankers for same or (ii) be lodged with a banker's money market fund on the terms then prevailing.
(b) Overdrafts will be permitted in the Cash Account, provided that the Client shall pay interest on such overdrafts at such percentage (%) rate equal to bank interest rates for currencies held in the Custody Account, prevailing from time to time and charged to the Custodian by its bankers for same.
4. All Property and any document relating thereto kept by the Custodian shall be deposited in a safe or otherwise dealt with as the Custodian may think proper for the purpose of providing for the safe keeping thereof. In respect of Crypto-Currencies the Custodian shall appoint a Transfer Agent to hold the securities as directed by the Client.
5. The Custodian is authorized to exchange securities in temporary form for like securities in definitive form and to exchange certificates of shares or stock or other investments when the stated, nominal or par value of such certificates or the corporate title appearing on such certificates are revised.
6. The Custodian is authorized to sign and deliver on behalf of the Client any document (including any declaration, affidavit and certificate of ownership) required to register the securities in the Custody Account, to obtain payment of income from the Property in the Custody Account, to complete any sales or deliveries of all or any part of the Property and otherwise to service the Custody Account.
7. The Custodian shall have the following duties and responsibilities with respect to the Property in the Custody Account:
 - a. Provide the Client with notification by electronic mail, facsimile or telex, to be followed by a written confirmation, of purchases and sales of securities and their settlement and any other transactions regarding the Property.
 - b. As directed by the Client, exercise rights or take other specific action relating to the Property in the Custody Account and advise the Client of such action.
 - c. Promptly deliver to the Client all notices of meetings and other notices or reports or announcements affecting or relating to the Property in the Custody Account which are received by the Custodian.
 - d. As directed by the Client, execute all forms of proxy, proxy statements and authorizations relating to voting securities. In the absence of such directions the Custodian is hereby authorized to execute such forms of proxy, proxy statements and authorizations in any manner it determines to protect and promote the interests of the Client.
 - e. Send to the Client a written monthly statement of the Property held in the Custody Account and the Cash Account and designated according to client references supplied to the Custodian by the Client.
 - f. Ensure that the Property in its custody will be kept clearly separated from assets and investments belonging to the Custodian or other persons other than the Client or clients of the Client.
8. The Client shall pay to the Custodian a fee, to be agreed upon by the parties hereto in writing, as remuneration for services performed by the Custodian pursuant to this Agreement. Taxes, incidental expenses (including charges for telex, facsimile transmission and air mail), and other expenses incurred by the Custodian in performing its obligations under this Agreement shall be paid promptly to the Custodian, with the exception of expenses caused by negligence or willful misconduct on the part of the Custodian.
9. Without instructions by or the consent of the Client, the Custodian shall not employ or permit any third party to perform any obligations under this Agreement on behalf of the Custodian, except associate or group subsidiaries of the Custodian and except for legal advisers to the Custodian provided that the performance of, and responsibility for, those obligations remain under the control of, and with, the Custodian.

10. The Custodian is authorized in its absolute discretion to appoint any brokers, agents or third parties in connection with the handling of transactions relating the Property provided that any such appointment shall not relieve the Custodian of any of its responsibilities or liabilities hereunder.
11. Instructions from the Client to the Custodian as provided in this Agreement shall be given by a written statement (including one transmitted in facsimile form) executed on behalf of the Client by any of its officers or by any other person authorized to sign on behalf of the Client whose names and specimen signatures shall have been furnished to the Custodian in advance.
12. The Custodian agrees that (i) the Property is not subject to any right, charge, security interest, lien or claim of any kind in favour of the Custodian or any of its agents and (ii) the beneficial ownership of the Property shall be freely transferable without the payment of money or other value. Notwithstanding the foregoing, the Custodian shall at all times have a claim to any unpaid fees to which it is entitled under the terms of this Agreement.
13. The Custodian shall not assume any responsibility with respect to the assets held by the Custodian pursuant to this Agreement for any loss or damage caused by events beyond the control of the Custodian and other events except loss or damage caused by the negligence or the willful misconduct of the Custodian. The Custodian shall exercise reasonable care in the performance of its duties as are set forth or contemplated herein or contained in instruction given to the Custodian which are not contrary to this Agreement and shall indemnify and hold the Client harmless from and against any loss, damage, cost, expense, liability or claim arising out of or in connection with the Custodian's performance hereunder.
14. This Agreement shall become effective on the date hereof and shall remain in full force until terminated as hereinafter provided.
15. The Client warrants that it will file all relevant tax returns or disclosures to the relevant authorities regarding the transactions related to the Property within the Custody Account and authorizes the Custodian to make any similar filings required by law.
16. The Client agrees to fully indemnify and hold harmless the Custodian and its related companies including its officers from any liability incurred as a result of performance of its duties under this Agreement.
17. In the case of any terms and conditions of this Agreement constituting an obstacle to the normal execution of business due to changes in circumstances on the part of both or either of the parties to this Agreement, such terms and conditions may be altered upon mutual consultation.
18. This Agreement may be terminated by either of the parties on not less than 30 days' prior written notice of cancellation to the other. In such event, all Property held by the Custodian shall be delivered to the successor the Custodian which the Client will designate; provided, however, that the Custodian will not be required to make any such delivery until full payment shall have been made to the Custodian of all the Custodian's fees, remuneration, costs and expenses arising out of, or in connection with this Agreement. In the event that the Custodian terminates this Agreement, the Custodian shall continue to hold under this Agreement all assets then held by the Custodian until the Client has sufficient time and opportunity to make other arrangements for the custody and servicing of such assets.
19. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date first written above.

Signed for the Client:

Signed for the Custodian:
