

CUSTODIAL DEPOSITORY AGREEMENT

Custodial Depository Agreement No.: XXXXXXXXXXXXX

Dated: (current date)

This custodial depository and consultant agreement is entered into by and between John W. Bush Driver's License #xxxxxxx, Executive Trustee of National Sales Corps as an individual and hereinafter know as the Trustee, and {name of client} {passport information} (Beneficiary) on this date in pursuant to the common-law contract of the United States of America.

RECITALS

A. Beneficiary has a business need for the opening of a custodial / trust account to receive and hold in Trust certain documents, cash, instruments of deposit of the Beneficiary, and to release, transfer, margin, hypothecate and/or dispose of cash, documents and instruments upon the filing by the beneficiary to the Trustee instructions acceptable and agreeable to the Trustee.

B. Trustee is willing to open such a custodial / trust account under the terms and conditions hereinafter set forth and under the contract and trust agreements controlled by Protector and/or Trustee

NOW THEREFORE, in consideration of the premises which are and shall be construed to be an integral part of this agreement and not as mere recitals, and in further consideration of the covenants and agreements contained herein or in any document made a part of this agreement, it is agreed as follows:

1. Account Number/assets

(A) Beneficiary hereby appoints and designates John W. Bush, Driver's License # xxxxxxxx as the Trustee for the cash, documents and instruments hereinafter described on the terms and conditions herein below.

(B) Accounts under the name of {name of client} {passport information} (Beneficiary) at {Bank, warehouse, security firm, etc.}, Account #: _____ shall be the account for to be moved under the signatory control of Mr. John W. Bush, Driver's License # xxxxxxxx as the Trustee and management of said funds.

2. Trust Assets

(A) The hereinafter described documents, instruments, cash shall be deposited with the Trustee and shall be know as the Trust Assets of the Custodial Account, and shall be held and disposed of by the Trustee in accordance with the terms and conditions of the agreement. Any Exhibit attached hereto, or any instruction received, in writing, from the beneficiary.

(B) The subject of the custodial account shall include, but not be limited to:

- 1.) Stocks and securities
- 2.) Letters of credit;
- 3.) Bank Promissory Notes & other evidence of debt;
- 4.) Security agreements and other secured debt financing instruments;
- 5.) Mailgrams, Telegrams, Telexes, Facsimiles, Bank to Bank copies etc..
- 6.) Cash or cash equivalent items;

7.) Historical currencies and assets

(C) These documents may be transmitted to the Trustee in one, or more, of the following ways:

- 1.) Bank to Bank wire transfer;
- 2.) Facsimile;
- 3.) Courier Delivery;
- 4.) Telex
- 5.) Any other method acceptable by the Trustee

(D) Any method of origination must be in each instance acceptable to the Trustee.

3. Trust Records

(A) It is agreed by and between the parties that once the above described documents are actually or constructively in the Trustee's possession, the Trustee shall safe guard and maintain the documents, log the documents into a serial registry, and notify the beneficiary of the receipt of same. The Trustee agrees that upon proper written instructions from the beneficiary, the Trustee will advise others of the deposit and send copies if so instructed by the beneficiary.

(B) The Trustee will account to the Beneficiary as to the transactions concluded through the account and when the beneficiary so requires by notice in writing to the Trustee.

(C) The Trustee shall not co-mingle the Trust Assets and shall keep them in a separately designated account and provide visibility to the Beneficiary from time to time upon such request.

(D) If required accounts/assets are lodged under a corporate entity, the Corporate entity such issue a board resolution placing Mr. John W. Bush as a financial director with full signatory to handle the assigned assets/cash or other financial instruments.

4. Fees

For its services as mentioned above, the Trustee shall be entitled to reasonable compensation to be determined by the Trustee on each transaction. A percentage of the gross amount on each closing will be designated as Trustee fees, and shall be up to 50 % of the net gross profits of the said assets and further carry a 1.5% (declared value) annual organization/management fee based on total value of assets under management paid monthly in advance. (\$5,000 minimum retainer) Preapproved expenses shall be paid by client if required.

5. Trustees Right to resign

The Trustee shall have the absolute right to resign and terminate this agreement at any time by declaration and giving notice to the Beneficiary hereto as Trustee in its sole discretion deems necessary. Such right to resign shall be without liability to any party or any other person whatsoever.



6. Confidentiality

Except when required by applicable law, legal process or compulsion, or when believed by the Trustee to protect the Trustee's interest, the Trustee and its' respective officers, Employees and agents shall hold all information related to the subject of this agreement, including the terms and participants herein, in strict confidence.

7. Non-circumvention and Non-disclosure

(B) The parties agree irrevocably not to circumvent, avoid, bypass, or obviate each other, either directly or indirectly, to avoid payment of fees, commissions or percentage of the profits attributable to the said financial arrangements and transactions and/or to usurp confidentially in any transaction with any individual or entity, corporation or otherwise, revealed by either party to the other in connection with any transaction entered into between them, including any additions, extensions, renewals, re-negotiations, parallel contracts or third party assignments thereof, whether or not these entities were previously know by the informed party.

(B) Neither party shall disclose or reveal any information of any person or entity, not a direct part to the agreement, without the prior written consent of the other party.

(C) The parties agree that this agreement shall be binding and inure to the benefit of each other and their respective collateral and funding sources, attorneys, representatives, successors, assigns, participating clients and their fiduciaries, banks, investment banks and brokers engaged to participate in any of the transactions between the parties, whether such entities and/or persons do in fact act in the consummating or completing of such transaction(s).

(D) The parties acknowledge that the information, sources, identities, knowledge and know-how disclosed in the course of any transaction between them constitutes confidential and valuable business information of the disclosing party, which would not be disclosed in the absence of this agreement, and the wrongful use of which would result in an irrevocable injury and/or loss of profit/return of such confidential information, knowledge and know-how to the party whose confidential business information is wrongfully appropriated.

8. Warranties and representations

The beneficiary warrants, covenants and represents that either:

(A) Beneficiary is and shall be at the time of the deposit of any document or instrument under this agreement, the actual or constructive owner thereof and in lawful possession thereof:

or

(B) The beneficiary is and shall hereunder remain the agent and attorney in fact for the owner thereof.



In the latter event, the beneficiary shall make full disclosure of all details regarding such agency, authority and ownership including without limitation, the identity of the owner/principal, proof of authorization and the means of confirming such agency and authority, all of which shall be to the satisfaction of the trustee. The trustee shall be entitled to the benefit, but not the burden of any agreement between the beneficiary and the owner.

If at any time it is determined that another party is the owner of such document or is entitled to participation therein, then such other person shall, before proceeding further, execute an agreement with the trustee, in a form and content acceptable to the trustee, agreeing inter alia to be bound by this agreement the same if such person were a party (other than as trustee) thereto, to warrant such party's ownership and entitlement to possession of the documents being deposited, to represent that its participation in the proposed document transaction complies with all applicable laws in containing such other terms and conditions as the trustee may deem necessary to protect it. Compliance with this condition is an absolute condition of this agreement.

9. Trustees duties and liability limited

The acceptance by the trustee of its duties as such under this agreement is subject to the following terms and conditions:

(A) The trustee is not a party to, and is not bound by, any agreement which may be evidenced by, or arise out of, the described documents or instructions referred to herein or transactions arising there from.

(B) The trustee acts hereunder as a trustee only and it is not responsible or liable in any manner whatsoever for the accuracy, correctness, or validity of the subject of the trustee, or the identity or authority of any person, firm or corporation executing or purporting to execute this agreement or which is required or contemplated hereby unless specifically requested in writing and agreed to by the trustee. The trustee makes no warranty or representation concerning the accuracy, completeness, correctness and the like in any fact, information or representation made in any documents or instruments deposited hereunder unless specifically requested in writing and agreed to by the trustee.

(C) The trustee shall not be liable for damages, losses, or expenses which may be incurred by any party as a result of any error or judgment, or for any act done or step taken or committed by the trustee in good faith in connection herein, except in its own gross negligence or willful misconduct, accordingly, and without limitation, the trustee shall not incur any liability with respect to:

1. Any action taken or omitted in good faith on the advice of council; or
2. Any action taken or omitted in reliance upon any instrument, including execution or identity or authority of the person or persons executing any instrument, its validity and effectiveness, but also as to the truth and accuracy of any information contained therein which trustee shall, in good faith, believe to be genuine to have being signed by a proper person or persons and to conform with the provisions of this agreement.
3. The trustee may consult with, and obtain advice from legal council in the event of any dispute or question as to the construction of any of the provisions hereof, instructions constructed hereby,



or any of its duties in connection with this agreement, and it shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion and instructions of such counsel.

10. Amendments to this agreement

The trustee shall not be bound in any way by any modifications of this agreement unless there is delivered to it an appropriate form or modification signed by all parties hereto.

11. Beneficiary's indemnity to trustee

The beneficiary hereby agrees to indemnify and hold harmless the trustee, its officers, directors, employees and attorneys against any and all costs, losses, claims, damages, liabilities, expenses, including any reasonable costs of any type which may be incurred in connection with the trustee, its acceptance of its appointment hereunder or the performance of its duties hereunder or the administration of the deposit. The beneficiary agrees to obtain a like indemnification for the trustee from any of the beneficiary's clients or others as requested by the trustee from time to time.

12. Disagreements and disputes

(A) In the event of any disagreements between any persons resulting in adverse claims and demands being made in connection with or from any property involved herein or effected hereby. The trustee shall be entitled to refuse to comply with any such claim or demand as well as other disposition of any property then held by it under this agreement, and in so doing the trustee shall be entitled to continue to refrain from acting until:

1. The right of the adverse claimants(s) shall have been finally settled by binding arbitration of the property involved herein or affected hereby.

2. All differences shall have been adjudicated by agreement and trustee shall have been notified in writing of such agreement by such persons as the trustee shall require.

(B) In the event of such disagreement, the trustee may, but need not, tender into the registry or custody of any court of competent jurisdiction, all property in its possession under the terms of this agreement and institute such legal proceeding as it deems appropriate and thereupon to be discharged from all further duties under this agreement. The filing of any such legal proceedings shall not deprive the trustee of its compensation earned prior to any such filing.

(C) The trustee shall have no obligation to take any legal action in connection with this agreement or towards its enforcement or to appear to prosecute or defend any action or legal proceeding which would or might involve it in any costs, expenses, loss or liability, unless adequate security and indemnity acceptable to the trustee shall first be furnished to the trustee.

13. Jurisdiction

This agreement is being delivered in and shall be governed by and construed and enforced in accordance with the laws of United States of America.



14. Notices, communications etc.

(A) Any notices, request, waivers, demands, or other communications required or permitted under this agreement will be in writing and may be transmitted by facsimile if the original has also been sent by courier with the waybill number given and will be deemed given when actually delivered or when by certified mail. Postage prepaid, return receipt requested on the third day after such mailing. To such address as a party may specify in writing to the other parties pursuant hereto.

(B) The address for each party shall be attached hereto and incorporated by reference as “exhibit A-1”.

(C) Should there be any changes to the above referenced addresses. The party whose address has changed must notify the other parties immediately and contemporaneously with the change.

15. Extension to the Trustee Duties

The further participation of the Trustee in any transaction shall require such additional or separate or independent agreements or instructions as the Trustee in its sole discretion shall deem necessary or advisable.

16. Responsibility of the Beneficiary

The beneficiary and any other party for whom the responsibility for the accuracy or any disbursement information or instructions given to the Trustee.

17. Termination of Agreement

This agreement may be terminated at any time by either party upon the proper notice as mentioned above. Upon termination, the Trustee shall be authorized and empowered to return any document deposited with it to the person or firm or corporation or entity established by Trustee as the rightful owner of same. All cash less any unpaid expenses, fees or commissions will be transferred as per the instruction of the Beneficiary.

18. Signing

This agreement may be executed in counterparts which when properly signed, sealed and notarized shall be considered as one document. All parties to this agreement have, or had ample time and opportunity to, seek competent legal, financial and tax liability advise, and enters into this agreement readily and willingly of their own accord.

The parties signing this agreement hereby attest that they are legally empowered and authorized to affix their signature and seals hereto and to bind their respective companies or entities to the term conditions and covenants contained herein.

(remainder of this page left blank intentionally)



Signature Page

Beneficiary:

By: _____ Title: Beneficiary

{name of client} {passport information} (Beneficiary)

Trust Execution and acceptance:

John W. Bush, Driver's License # xxxxxxxx hereby accepts the above agreement this _____ day of _____ 2017.

By: _____ Title: _____

Print Name: _____

First Deposit:

Instructions from Client:

