

## TEMPORARY CUSTODY AGREEMENT

This Temporary Custody Agreement (the "Agreement") is entered into between \_\_\_\_\_ Inc., a Delaware corporation ("Company") and \_\_\_\_\_ ("Custodian") (Custodian and the Company are also referred each as a "Party" and collectively, as the "Parties") as of the effective date written below ("Effective Date").

1. Company wishes to engage Custodian to provide to the Company, and Custodian has agreed to provide, certain temporary custody services to the Company with respect to certain Company bank deposits (the "Assets") as set forth on the signature page below, in accordance with the terms and conditions of this Agreement (the "Services").
2. Custodian hereby agrees to provide the Services for safekeeping hereunder for a maximum term of 30 days (the "Term"). At or prior to the expiration of the Term, Custodian shall transfer all the Assets to one or more bank accounts as designated in writing by the Company.
3. The duties and obligations of Custodian will be only such as are specifically and expressly set forth in this Agreement, and no implied duties or obligations will be read into this Agreement.
4. Company represents and warrants to Custodian as of the date Company executes this Agreement that:
  - (a) Company is duly organized or formed, validly existing and in good standing in the jurisdiction in which it is organized or formed.
  - (b) Company has the power and capacity to enter into this Agreement, to subscribe for the Services hereunder and to perform each transaction and obligation relating to this Agreement.
  - (c) Company has been duly authorized to execute, deliver and perform this Agreement.
  - (d) Company's execution, delivery and performance of this Agreement does not and will not violate any provision of any governing instrument or document, or any law, judicial order, any contract with a third party, any agreement applicable to or binding on Company, and Company's organizational or governing documents.
  - (e) Upon Company's execution, this Agreement constitutes a legal, valid and binding obligation of Company enforceable against Company in accordance with the terms of this Agreement.

- (f) Company is the owner of, or has legal title to, the Assets and/or otherwise has full power and authority to enter into this Agreement and to exercise control over the assets.
- 5. No Service fees or other compensation shall be payable for the Services; however Company will reimburse Custodian for all reasonable expenses in connection with the Services.
- 6. Company shall indemnify and hold Custodian harmless in the event of any losses, claims, penalties, taxes or other liabilities arising out of or related to the provision of the Services by Custodian to the Company, except for gross negligence and intentional acts or omissions by Custodian, in which cases Custodian shall be liable to the Company as provided by applicable law.
- 7. This Agreement, hereto, represents, with respect to the Services provided under this Agreement, the entire agreement between the Parties and supersedes any and all prior or contemporaneous written or oral agreement, understanding, arrangement, communication or representation between the Parties with respect to the Services provided under this Agreement. In entering into this Agreement, no Party has relied upon any statement, representation, warranty, or agreement of any other Party, except for those expressly contained in this Agreement.
- 8. This Agreement will be governed by and interpreted according to (i) U.S. federal law and (ii) subject to any rules of federal preemption, the laws of the State of Delaware, without regard to the jurisdiction's principles of conflicts of law. Each party consents to the exclusive jurisdiction of the courts located in New Castle County in the State of Delaware in the event of a dispute arising out of or under this Agreement.

In WITNESS WHEREOF, the parties have executed this Agreement.

Effective Date: \_\_\_\_\_, 2023

Assets: \$ \_\_\_\_\_ from [bank account #] at [bank name]

COMPANY:

CUSTODIAN:

\_\_\_\_\_

By:  
Title:

\_\_\_\_\_  
Name: