SEP INDIVIDUAL RETIREMENT ACCOUNT CUSTODIAL ACCOUNT AGREEMENT

(Under section 408(a) of the Internal Revenue Code)

Form 5305-A (Revised April 2017)

Department of the Treasury – Internal Revenue Service

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PURPOSE OF THIS FORM

This Custodial Account outlines the terms and conditions required to meet the Internal Revenue Service (IRS) requirements for opening a Simplified Employee Pension Individual Retirement Account (SEP IRA). Form 5305-A is a model custodial account agreement that meets the requirements of section 408(a) However, only Articles I through VII have been reviewed by the IRS. A SEP IRA is established after the form is fully executed by both the individual (depositor) and the custodian. To make a regular contribution to a SEP IRA for a year, the IRA must be established no later than the due date of the individual's income tax return for the tax year (excluding extensions). This account must be created in the United States for the exclusive benefit of the depositor and his or her beneficiaries. Article VIII was prepared by Digital Trust, LLC herein known as "Custodian" "we" "us" and "our" for the agreement with the Depositor hereafter known as the "Account Owner", "client" "you" or "your."

A SEP IRA is established after the SEP IRA Account Application has been fully executed by both the Account Owner (depositor) and the Custodian. The Custodian's action of the opening of the account signifies its execution of the Agreement. The SEP IRA Account Application (Application) includes the following Account Agreement provisions along with the IRA Account Application, the Fee Schedule and the SEP IRA Custodial Account Disclosures documents together as one which have been presented to the Account Owner prior to executing the Application. . The IRA account is established by the Custodian in the capacity of a Directed Custodian for the exclusive benefit of the Account Owner who agree to the below terms and conditions.

Do not file Form 5305-A with the IRS. Instead, keep it with your records.

For more information on IRAs, including the required disclosures the custodian must give the depositor, see Pub. 590-A, Contributions to Individual Retirement Arrangements (IRAs), and Pub. 590-B, Distributions from Individual Retirement Arrangements (IRAs).

DEFINITIONS

Custodian. The custodian must be a bank or savings and loan association, as defined in section 408(n), or any person who has the approval of the IRS to act as custodian.

Depositor. The depositor is the person who establishes the custodial account.

SEP IRA FOR NONWORKING SPOUSE

Form 5305-A may be used to establish the IRA custodial account for a nonworking spouse.

Contributions to an IRA custodial account for a nonworking spouse must be made to a separate IRA custodial account established by the nonworking spouse.

SPECIFIC INSTRUCTIONS

Article IV. Distributions made under this article may be made in a single sum, periodic payment, or a combination of both. The distribution option should be reviewed in the year the depositor reaches age 701/2 to ensure that the requirements of section 408(a)(6) have been met.

Article VIII. Article VIII and any that follow it may incorporate additional provisions that are agreed to by the depositor and custodian to complete the agreement. They may include, for example, definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the custodian, custodian's fees, state law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the depositor, etc. Attach additional pages if necessary.

ARTICLE I

Except in the case of a rollover contribution described in section 402(c), 403(a)(4), 403(b)(8), 408(d)(3), or 457(e)(16), an employer contribution to a simplified employee pension plan as described in section 408(k), or a recharacterized contribution described in section 408A(d)(6), the custodian will accept only cash contributions up to $5,500 per year for 2013 through 2017. For individuals who have reached the age of 50 by the end of the year, the contribution limit is increased to $6,500 per year for 2013 through 2017. For years after 2017, these limits will be increased to reflect a cost-of-living adjustment, if any.

ARTICLE II

The depositor's interest in the balance in the custodial account is nonforfeitable.

ARTICLE III

1. No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).
2. No part of the custodial account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

ARTICLE IV

1. Notwithstanding any provision of this agreement to the contrary, the distribution of the depositor's interest in the custodial account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.
2. The depositor's entire interest in the custodial account must be, or begin to be, distributed not later than the depositor's required beginning date, April 1 following the calendar year in which the depositor reaches age 701/2. By that date, the depositor may elect, in a manner acceptable to the custodian, to have the balance in the custodial account distributed in:
   a. A single sum or
   b. Payments over a period not longer than the life of the depositor or the joint lives of the depositor and his or her designated beneficiary.
3. If the depositor dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
   a. If the depositor dies on or after the required beginning date and:
      i. The designated beneficiary is the depositor's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.
      ii. The designated beneficiary is not the depositor's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the depositor and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
      iii. There is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the depositor as determined in the year of the depositor's death and reduced by 1 for each subsequent year.
   b. If the depositor dies before the required beginning date, the remaining interest will be distributed in accordance with paragraph (i) below or, if elected or there is no designated beneficiary, in accordance with paragraph (ii) below.
      i. The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the depositor's death. If, however, the designated beneficiary is the depositor's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the depositor would have reached age 701/2. But, in such case, if the depositor's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with paragraph (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with paragraph (ii) below if there is no such designated beneficiary.
      ii. The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the depositor's death.
4. If the depositor dies before his or her entire interest has been distributed and if the designated beneficiary is not the depositor's surviving spouse, no additional contributions may be accepted in the account.
5. The minimum amount that must be distributed each year, beginning with the year containing the depositor's required beginning date, is known as the "required minimum distribution" and is determined as follows.
   a. The required minimum distribution under paragraph 2(b) for any year, beginning with the year the depositor reaches age 701/2, is the depositor's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the depositor's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the depositor's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the depositor's (or, if applicable, the depositor and spouse's) attained age (or ages) in the year.
   b. The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the depositor's death (or the year the depositor would have reached age 701/2, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).
   c. The required minimum distribution for the year the depositor reaches age 701/2 can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.
6. The owner of two or more SEP IRAs may satisfy the minimum distribution requirements described above by taking from one SEP IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

ARTICLE V

1. The depositor agrees to provide the custodian with all information necessary to prepare any reports required by section 408(i) and Regulations sections 1.408-5 and 1.408-6.
2. The custodian agrees to submit to the Internal Revenue Service (IRS) and depositor the reports prescribed by the IRS.

ARTICLE VI

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles inconsistent with section 408(a) and the related regulations will be invalid.

ARTICLE VII

This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments may be made with the consent of the persons whose signatures appear below.

ARTICLE VIII

1. Account Owner Responsibilities

a. Account Owner. The Account Owner acknowledges that the Account is a non—interest bearing self-directed account. The custodian acts as a "fiduciary" for this account as defined by the Employee Retirement Income Security Act, as amended ("ERISA"), by the Internal Revenue Code or any other applicable local, state or federal laws only in relation to its custodial services. The Custodian does not, and the Account Owner acknowledges that the Custodian does not assume fiduciary responsibilities for any Account Owner's Investment Decisions associated with the account. . The Account Owner also acknowledges that the Account with the Custodian will be established in the name of the Custodian for the benefit of the Account Owner and Account Owner agrees that all transactions related to the Account must go through the Account held with the Custodian otherwise this could result in tax implications. It is the Account Owner's responsibility (not the Custodian's) to select and monitor the investments in the Account. The Account Owner has the sole responsibility, authority and discretion for the selection of any and all investments in the Roth IRA Account and accepts full and sole responsibility for such selection ("Account Owner's Investment Decisions"). The Custodian provides no investment, legal, or tax advice or recommendations related to your account. Further, the Account Owner is fully and solely responsible for monitoring any and all investments in the Roth IRA Account and accepts full and sole responsibility for the success or failure of such investments. Assets in your account are not guaranteed by Digital Trust and are subject to investment risk, including the possible loss of your investment value.

b. Authorized Agent. The Account Owner may appoint a third party as their authorized agent for information access to the Custodial Account by notifying the Custodian in a form acceptable to the Custodian. The Custodian shall assume that the authorized agent is at all times qualified to act as agent for the Account Owner and shall recognize the agent as having the authority to obtain information related to the Account until such time as 1.) the Account Owner notifies the Custodian in writing that he has removed the authorized agent, or 2.) the Custodian is notified of the death of the Account Owner. Client shall remain fully responsible for any acts or omissions of its Authorized Agent and shall ensure that Authorized Agents comply with the terms of this Agreement. Custodian shall bear no responsibility for any transactions in the Roth IRA Account, or resultant losses or damages to Account Owner, caused by any acts or omissions of Authorized Agents. Client shall remain fully responsible for any acts or omissions of its Authorized Agent and shall ensure that Authorized Agents comply with the terms of this Agreement.

c. Additional Information. Account Owner agrees and acknowledges that unless where required by law, the Custodian is not responsible for communicating, forwarding or notifying any party, including the Account Owner, with respect to communications or other matters which come to the received by or comes to the attention of the Custodian with respect to assets in the account. It is the Account Owner's responsibility for making arrangements to receive such information or monitor public sources for such information.

d. Prohibited Transactions. It is the Account Owner's responsibility to determine if a transaction constitutes a prohibited transaction. Generally, a prohibited transaction is any improper use of your IRA Account by you, your beneficiary, or any disqualified person. Disqualified persons include members of your family (spouse, ancestor, lineal descendant, and any spouse of a lineal descendant). The following are some examples of prohibited transactions with a Roth IRA. 1.) Borrowing money from it. 2.) Selling property to it. 3.) Using it as security for a loan. 4.) Buying property for personal use (present or future) with IRA funds. The Custodian reserves the right to request a certification from the Account Owner that an Investment Direction provided by the Account Owner does not create a prohibited transaction, however, if a certification is not requested that does not indicate a transaction is not prohibited. Custodian reserves the right to take any action necessary, within its discretion, which may include resigning from the IRA Account.

e. Unrelated Business Income ("UBIT"). A IRA is subject to tax on unrelated business income if it carries on an unrelated trade or business. An unrelated trade or business means any trade or business regularly carried on by the IRA or by a partnership of which it is a member, and not substantially related to the IRA's exempt purpose or function. If the IRA has $1,000 or more of unrelated trade or business gross income, the IRA must file a Form 990-T, Exempt Organization Business Income Tax Return and pay the tax due. Account Owner is responsible for monitoring UBTI for their IRA Account which you may hold and prepare, or have prepared, the proper 990-T tax form and forward it to Custodian for filing, along with authorization to pay any tax due from the IRA Account. In

order to file the 990-T tax form, the Account Owner must apply for an Employer Identification Number (EIN) for the IRA Account before requesting Custodian to pay any tax owed. This EIN must be used on the 990-T tax form, the Account Owner social security number or Custodians EIN cannot be used.

f. Employer Contributions. If the Account Owner's IRA Account is the type of IRA which may receive contributions from the Account Owner's employer, the Custodian shall not be liable for any expenses, losses, damages, costs or penalties incurred as a result of the failure of the employer of the Account Owner to make any contributions to the IRA Account required under Account Owner's IRA plan. The Custodian is not responsible for monitoring the employer's contributions to your Custodial Account or notifying Account Owner of the employer's contributions. If applicable, the Account Owner is responsible for contacting the employer regarding its contributions and monitoring those contributions.

g. Account Owner's Representations. Account Owner represents and warrants that any information given or any information that will be given in the future with respect to this Account is complete and accurate. Account Owner also agrees that any directions Account Owner or Account Owner's authorized agent give to the Custodian, or any actions Account Owner or Account Owner's authorized agent take will be proper under this Agreement and that the Custodian is entitled to rely upon any such information or directions. The Custodian shall not be responsible for losses of any kind that may result from such directions to the Custodian or from the Account Owner's actions, or the Account Owner's authorized agent's actions, or failures to act of both. Account Owner agrees to reimburse the Custodian for any losses the Custodian may incur as a result of such directions, actions or failures to act.

h. Review of Statements. Custodian shall provide Account Owner with quarterly Account Statements containing the account assets and account activity within your Account. Please review the statement carefully and if you identify any discrepancies please document in writing and provide to Custodian via email within forty-five (45) days of the statement issuance at Operations@digitaltrust.com or via mail at the address listed on the statement. If the notice of discrepancies is not received within the forty-five (45) day time frame, it will signify your approval of the statement and precludes you from making future objections or exceptions regarding the information contained in this statement. Such approval by you shall be full acquittal and discharge of Custodian regarding the transactions and information on such statement. Issuance shall mean (1) the posting of your Roth IRA Account Statement within the online platform or (2) the date of mailing of a paper Roth IRA Account Statement.

i. Fair Market Valuations. The IRS requires the Custodian to report the Fair Market Value ("FMV") of the account on an annual basis. It is the Account Owner's responsibility to ensure that the FMV is accurate. The valuation for investments must be provided to the Custodian on a timely basis by the Account Owner or another party chosen by the Account Owner for this purpose ("Valuation Agent") and identified as such in a written document delivered to the Custodian. It is the Account Owner's responsibility to determine and provide the valuation of Alternative Assets to the Custodian. The Custodian shall have no responsibility for acting on an FMV reported by the Account Owner or Valuation Agent. For Alternative Assets such as investments in limited liability companies, limited partnerships, hedge funds, and other similar entities, the Account Owner directs the Custodian to obtain the FMV of the Account Owner's Alternative Assets from the investment entity itself and hereby appoints each such entity as the Valuation Agent for the Account's investment in the entity itself. Each Valuation Agent shall be required to sign such documents as the Custodian shall deem appropriate or necessary to confirm the understanding and agreement of the Valuation Agent to its obligation to provide such to the Custodian. Failure of the Account Owner or Valuation Agent to provide a timely valuation shall be the sole responsibility of the Valuation Agent or the Account Owner, as the case may be, and the Custodian shall not be required to take any further steps to secure an updated FMV for the Account. The Custodian shall not be responsible for the timeliness or the accuracy of any FMV of any Alternative Asset furnished by the Account Owner or a Valuation Agent. The Custodian shall reflect the latest valuation received on an asset in the Custodial Account's statements on a timely basis, but the Custodian shall have no duty to inform the Account Owner or to follow up with any Valuation Agent with respect to the status of any such additional valuations. The Custodian shall have no duty or responsibility to solicit any valuation from either the Account Owner or the Valuation Agent. If the Custodian does not receive an updated FMV for an Alternative Asset, the Custodian shall be entitled to use the last FMV provided to the Custodian, or if none, the original purchase price for the Alternative Asset in question (such last FMV or original purchase price, as the case may be, shall hereinafter be referred to as the "Last Value").

j. Indemnity. Custodian shall be indemnified by Account Owner against any liabilities, losses, damages, costs and expenses (including but not limited to legal fees) incurred by Custodian arising out of any action taken or omitted to be taken by the Custodian hereunder or pursuant to any Instructions, including but not limited to (i) any taxes or other governmental charges, and any expenses related thereto, which may be imposed or assessed with respect to the asset/investment, and/or (ii) the Custodian or any nominee or agent of the Custodian, appearing as holder or holder of record of the asset/investment or any part thereof, but excluding those liabilities, losses, damages, costs and expenses which arise (whether through act or omission) as the result of fraud, willful default or gross negligence on the part of the Custodian in the performance of its duties under this Agreement.

2. Custodian Responsibilities

a. Account. The Custodian shall establish and maintain a separate Account in the name of the Account Owner. All contributions to the Individual Retirement Account (IRA) shall be in cash except for IRA-to-IRA transfers and rollovers if applicable. The Custodian's acceptance of in-kind asset transfers will be in accordance with the Custodian's current policies and procedures. We recommend that you contact the Custodian or Third Party Administrator (TPA) for additional information. Neither the Account Owner nor a Beneficiary shall assign any portion of the Account Owners Account and the Custodian shall not recognize any such assignment. It is the Account Owner's sole responsibility not the Custodian's to determine the amount of permissible contributions and the contribution timing as permissible by law. It is the Account Owner's responsibility to communicate in writing to the Custodian if a deposit in current year applies to the prior calendar tax year. In addition, it is the Account Owner's not the Custodian's responsibility to determine and maintain records of the deductible portion of any contribution. If you inherit a SEP IRA from anyone other than your deceased spouse, you cannot treat the inherited IRA as your own. This means that you cannot make any contributions to the IRA. It also means you cannot roll over any amounts into or out of the inherited IRA. However, you as beneficiary can make a trustee-to-trustee transfer as long as the IRA into which amounts are being moved is set up and maintained in the name of the deceased IRA owner for the benefit of you as beneficiary. See IRS Publication 590-B for more information.

b. Account. The Custodian shall establish and maintain a separate Account in the name of the Account Owner. All contributions to a Roth IRA shall be in cash except for IRA-to-IRA transfers and rollovers if applicable. The Custodian's acceptance of in-kind asset transfers will be in accordance with the Custodian's current policies and procedures. We recommend that you contact Custodian for additional information. Neither the Account Owner nor a Beneficiary shall assign any portion of the Account Owners Account and the Custodian shall not recognize any such assignment. It is the Account Owner's sole responsibility not the Custodian's to determine

the amount of permissible contributions and the contribution timing as permissible by law. It is the Account Owner's responsibility to communicate in writing to the Custodian if a deposit in current year applies to the prior calendar tax year.

b. Uninvested Cash Funds. From time to time you may deposit cash or digital assets with us, or we may receive funds in settlement of trades, that are not subject to a current Direction of Investment (or are awaiting your direction) (collectively referred to as "Uninvested Funds"). Digital Trust may place funds in one or more money markets, demand deposit accounts (savings or checking), including but not limited to Certificates of Deposit (CDs), investment grade bonds, "A" rated or higher life insurance companies (fixed annuities), municipal bonds, United States treasuries, fixed Income annuities with our without life insurance companies, mortgage and real estate backed securities or collateralized investments, and/or Digital or Non Digital yield generating structured investments. Your account is credited with all Uninvested Funds. You agree that if we receive no other instructions, Uninvested Funds from your IRA shall be invested in account(s) of Custodian's choosing using a method designed to maintain liquidity of the Uninvested Funds.

i. Specifically, you authorize and direct us to sweep Uninvested Funds automatically into Custodian's designated account(s) until such time as further direction is received from you or your designated representative(s). If FDIC insurance applies to the investments purchased with Uninvested Cash Funds, the insurance will be subject to all applicable laws and regulations related to FDIC insurance limitations.

ii. We may adjust the method for investment between the accounts from time to time and we are not required to provide notice or obtain your consent.

iii. If we receive monies after hours or that otherwise cannot be immediately swept into an approved interest-bearing investment, such amounts may remain uninvested in our bank account overnight. In that case, we may also earn float on such amounts. In addition, if we issue a check on your behalf in connection with (1) distributions requested by you or (2) fees paid to third party service providers to your account, we debit your account the amount of the check and deposit the funds into a special disbursement account held by us. In that case, we will earn float on the amount of the check from the date it is issued until the date the check is presented and paid.

iv. Amounts held in our bank account or Digital asset wallets are held in an omnibus account and not segregated from other deposit funds.

c. Investments. Under this agreement the Custodian provides Self Directed Custody Services for the investments/assets selected by the Account Owner. Custodian acts on the Account Owner's Investment Decisions provided by the Account Owner and has no responsibility for any transactions made in accordance with Account Owner's Investment Decisions including, the performance, disclosure of any risks associated with the investment/asset, any due diligence, or suitability of the investments/assets selected by the Account Owner. Account Owner agrees that Custodian has no responsibility on the outcome of the self-directed investments including but not limited to total loss.

d. Acting on Direction. The Custodian shall act on the Account Owner's Investment Decisions for transfers, investments and distributions of assets/investments when the Account Owner has submitted directions in the manner required by Custodian. The Custodian will also act on Account Owner's Investment Decisions submitted by your Authorized Agent and any other authority granted by the Account Owner in compliance with Custodian's then current policies and procedures. The Custodian is not responsible for losses or damages resulting from the delay of acting on an Account Owner's Investment Decisions if the direction is unclear, incomplete and not in acceptable form to the Custodian. The Custodian has no responsibility to question any Account Owner's Investment Decisions received in good order from the Account Owner or your Authorized Agent. When the Custodian is directed to invest in assets in accordance with Account Owner's Investment Decisions, including assets that are not publicly traded, the Custodian shall not have any responsibility or liability of the entity or the broker/agent involved does not settle the trade in accordance with the trade executed by the Account Owner.

e. Standard of Care/Liability. Custodian will use commercially reasonable efforts in performing their obligations under this Agreement.

i. Subject to the terms of this Agreement, Custodian shall not be responsible for any loss or damage suffered by Account Holder as a result of the Custodian performing such duties unless the same results from an act of fraud, willful default or gross negligence on the part of the Custodian. In such event the liability of the Custodian in connection with the asset/investment so affected by the Custodian's fraud, willful default or gross negligence shall not exceed the market value (as determined by the Custodian in any reasonable commercial manner) of such asset/investment at the time when Account Owner discovers such fraud, willful default or gross negligence.

ii. Custodian will be entitled to rely on and may act upon the advice of legal counsel and accountants or other agents with expertise in the relevant area, in relation to matters of law, regulation or market practice, and shall not be liable to Account Owner under this Agreement for any action taken or omitted pursuant to such advice, provided that Custodian has acted in good faith and with commercially reasonable efforts.

iii. Custodian shall not, save as stated in Section 8.1 d.) i.) above, be responsible for the title, validity or genuineness of any of the asset/investment (or any evidence of title thereto) received or delivered by it pursuant to this Agreement.

iv. Neither Custodian nor its affiliates shall be liable for any consequential, incidental, exemplary, punitive, special or indirect damages, whether or not the likelihood of such damages was known by Custodian or its affiliates.

v. Custodian shall not be liable to the Account Owner for any statements, representations, actions or inactions of any salesperson, broker or other third party provider of the investment purchased for this IRA.

vi. The Custodian may take any and all other actions which in its judgment may be necessary or appropriate for the proper administration of the assets of the IRA Account. In the performance of its duties and responsibilities under this Agreement the Custodian may employ such agents and vendors as it feels appropriate without notice to the Account Owner.

f. Statements and Reports. Reporting required by Custodian, to be provided to Account Owner and the IRS, will be provided by the Custodian in a format and within the time deadlines required in accordance with IRS rules, regulations and guidelines. According to IRS regulations, Custodian must provide Account Owner with a statement of the fair market value ("FMV") of the IRA Account as of December 31 of each year which must be provided by January 31 of the following year. Additionally, if applicable, Custodian.

g. Privacy and Subpoena. Custodian shall use reasonable measures to maintain and protect the Account Owners personal data. Data will be shared only when necessary to fulfill the activities requested by the Account Owner. Custodian does reserve the right to

respond to a subpoena or request from a regulator or law enforcement agency in accordance with the applicable law without your prior approval or notice.

h. **No Tax, Legal, or Investment Advice.** Custodian is not responsible for providing legal, tax or investment advice. Account Owner should consult with their financial or tax advisor if such advice is required, The Custodian has no responsibility, authority, or discretion for the selection, purchase, sale, monitoring, or continued holding of any investment in the IRA Account. It is the Account Owner's responsibility to investigate and understand the nature of the investments and risks involved with the investments chosen by the Account Owner.

i. **Common Ownership**. Digital Trust, Alternative IRA Services, LLC dba BitcoinIRA, Rocket Dollar, Inc., Rocket Dollar Capital, Rocket Dollar Advisor, Inc, WAO Advisory, Inc., and/or Choiceapp.io are companies affiliated by common ownership, and that because these entities are under common ownership, the use of any of the entities may result in an indirect financial benefit to the owners of the entities.

3. **Fees and Expenses.** Custodian shall be entitled to collect fees for their Custodial Services and the administration of the Account Owner's IRA in accordance with the Fee Schedule and this agreement. Custodian reserves the right to change the Fee Schedule from time to time and will notify Account Owner of such changes. All fees and expenses, including legal or other fees resulting from the administration of your account, will be collected by Custodian according to the payment method selected by Account Owner under this Agreement. If Account Owner has selected to have Custodian collect fees and expenses from the cash in the account, in the event there is not enough cash to cover the fees and expenses, the Account Owner authorizes the Custodian to sell or liquidate a portion of the assets in the account to collect the fees and expenses. If the Account Owner has selected the option to pay the Custodian fees and expenses by selling an asset in the account, the Custodian will sell a portion of the asset with the largest market value to collect such fees. Sales of assets to cover fees will be executed in or around the first week of every month. Sales for expenses will be executed as needed. The Custodian shall not incur any liability from initiating the sale or liquidation of assets to collect the fees and expenses. Custodian reserves the right to send Account Owner to collections or resign as custodian for unpaid fees.

4. **Fee Requirements.** Generally, there are two types of fees associated with retirement accounts: custodial fees and asset fees. Custodial fees are related to the administration of your account and may generally be paid either with funds in the account or with personal funds. Custodial fees are typically assessed by the custodian and may include fees such as account opening fees, document fees, annual account fees, and transaction fees. Asset fees are typically related to expenses and fees that are incurred with the maintenance of investments in your account and must be paid with funds that are in the account. Asset fees can include items such as property taxes, repair bills, HOA fees, storage fees for precious metals, digital asset purchase/sale fees, and brokerage fees. Non-trustee fees that are paid with personal funds may result in a prohibited transaction. Further, the account owner cannot be reimbursed for paying non-trustee fees with personal funds.

5. **Amendments to Agreement.** From time to time the Custodian may amend this agreement for any reason deemed necessary by Custodian. Some amendments may be necessary to comply and abide by new laws and regulations. Any such amendment will be provided by providing a copy of the amendment to Account Owner at your last known mailing or electronic address as shown in our records. Account Owner shall have thirty (30) calendar days to object to the Amendment. Such objection shall include the direction to terminate your IRA account, termination and other fees will apply to the account closing. If no objection is received by Custodian, Custodian deems that Amendment is accepted and consented to by Account Owner

6. **Notice, Delivery and Electronic Signature**

a. **CONSENT FOR ELECTRONIC DISCLOSURES UNDER THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT.** The Account Application (Application) includes the Account Agreement provisions, the Fee Schedule and the SEP IRA Custodial Account Disclosures documents together as one which have been presented to the Account Owner prior to executing the Application. By completing this IRA Application online, you agree to be bound by all terms and conditions contained in the Application.

b. **Consent to Electronic Delivery of Documents.** By consenting to the terms and conditions of this Application, you agree to receive the following communications electronically: periodic statements, disclosures, notices (including Amendment changes), agreements, changes to terms and conditions, records, documents, tax statements and forms, privacy notices, and all other information we provide to you. We may deliver these communications to you through your online access, by email, or by using other electronic methods allowed pursuant to applicable laws and regulations. While electronic delivery and email notifications are provided free of charge, you may incur internet access or telephone charges. However, we reserve the right to deliver any communication to you as a paper copy, rather than electronically. Your consent remains in effect until you give us notice that you are withdrawing it and covers all communications, including those related to any product or service offered either now or in the future. Electronic documents will no longer be sent after the account is terminated and all regulatory reporting requirements have been satisfied.

c. **Withdrawal of Consent.** You may contact us in any of the ways described below to withdraw your consent to receive any future communication electronically. If you wish to receive electronic communications after you have withdrawn your consent, please contact Digital Trust at the phone number or address below. Please refer to the Fee Schedule for any fee that may apply for paper copies.

d. **Paper Delivery of Disclosures and Notices.** You have the right to receive a paper copy of any communication sent electronically. To receive a paper copy, you may request it in writing by sending your request to Digital Trust, 7336 W. Post Road, Suite #111, Las Vegas, Nevada 89113 or calling us at (800) 777-9878. You may have to pay a fee for the paper copy unless charging a fee is prohibited by law.

e. **IMPORTANT.** It is your responsibility to provide and maintain a current email and residential address with us. We may treat an invalid email address or the subsequent malfunction of a previously valid email address as a withdrawal of your consent to receive electronic communication. We will not impose a fee to process the withdrawal of your consent; however, fees may apply to paper copies mailed. Withdrawal of your consent to receive electronic communications will be effective only after we have a reasonable period of time to process your withdrawal. All communications in either electronic or paper format from us to you will be considered "in writing."

f. **How to Update Your Records**. It is your responsibility to provide us with true, accurate and complete email address, contact, and other information related to your account. You must promptly notify us of any changes in this information. You can update your information via TPA's platform, by calling us, or by writing us at the address above.

g. Equipment and Software Requirements. In order to view and retain electronic communications that we make available to you, you must have:

- A PC or other device with an Internet browser that has "cookies" enabled and supports 128-bit encryption
- An Internet connection
- An email address
- A PDF viewer (such as Adobe Reader)
- A printer or computer with sufficient electronic storage space

All communications shall be delivered to the last address we have on file for the Account Owner. These notices will be sent through electronic delivery (email) and will be considered delivered the same day as sent. If you have opted out of electronic delivery, communications sent to you through the United States Postal Service are considered delivered 5 business days after the postmark date. It is the Account Owner's responsibility to notify the Custodian of any email address change or residential address change. Custodian will not be held liable for any losses or damages if the Account Owner has not provided Custodian with the most current address information. The electronically signed copy of this document should be considered equivalent to a printed hard copy form. It is considered a true and complete record of the document, admissible in arbitration and/or administrative hearings or proceedings. Your electronic signature on the Application and other electronic forms such as the Investment Direction are considered valid and the same as if the paper form or Application were physically signed.

7. Distributions. Account Owner will provide full and complete instructions for any Distributions out of the Account Owners IRA. Custodian offers no tax or legal advice and Account Owner should consult with their tax or financial advisor to understand the implications of the action requested. Instructions should be submitted to Custodian in a manner acceptable to the Custodian. Custodian will not under any circumstances be responsible for the timing, purpose or propriety of any distribution from the account, nor shall the Custodian incur any liability or responsibility for any tax or penalty imposed on account of any distribution or failure to make a required distribution. Custodian may make any payment or distribution required or authorized hereunder by mailing a check or other property or by ACH or Federal wire or other electronic transfer to the payee at the address last furnished to the Custodian. Custodian shall not be liable for any payment made in good faith without actual knowledge of any changed condition or status of any person receiving benefits hereunder.

Custodian may, but shall not be obligated to, pay any estate, inheritance, income, or other tax or assessment attributable to any property or interest held in the IRA Account out of the assets of the IRA Account upon such information or direction as it may require. Before payment of any benefit, Custodian may also require releases or other related documentation from the taxing authority and require indemnification from such payee as may be necessary for the Custodian's protection against tax liability.

8. Designation of Beneficiaries. In the event of your death, any account balance will be paid to your beneficiary designation deemed legally valid by the Custodian. In the event that the beneficiary designated is a minor or not of sound mind, the Custodian may at its discretion make beneficiary payments to such person acting as a parent or guardian of said beneficiary.

a. Validity. A beneficiary designation is deemed legally valid when the Account Owner has provided a full complete and executed designation clearly providing if the Account Owner is adding to or changing a portion of the then current beneficiary designation form in a format approved by the Custodian. Any valid beneficiary designation shall be effective upon receipt by the Custodian. Upon opening your account, you can designate your beneficiaries, and while still living, you can change your beneficiaries by submitting a fully completed Change of Beneficiary form acceptable to the Custodian.

b. Beneficiary Designations and Change of Beneficiary. In the event of marriage, divorce, death, adoption and the birth of children the Account Owner should evaluate the beneficiaries listed on the IRA account and provide the Custodian with a fully completed Change of Beneficiary form to update the IRA account. The Custodian reserves the right to reject or not accept a beneficiary designation not made to individuals or entities. If you do not live in a "community property" State, you are free to name any person or entity as your IRA beneficiary, even if you are married. In "community property" States, Account Owners who earn monies contributed to their IRA during a legal marriage will be required to provide a spousal consent to designate a person or entity as beneficiary other than their spouse. (Subject to changes in law, "community property" States currently include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, and Wisconsin.)

c. Death Distributions. Custodian will rely on a certified copy of the death certificate or other evidence deemed appropriate by the Custodian that certifies the Account Owner's death. The Custodian has no responsibility to search for beneficiaries if Account Owner does not provide beneficiary information for the IRA account. By entering into this Agreement, you authorize Custodian to rely on any representation of facts made by the legal representative of your estate, any beneficiary, or any other person or source deemed appropriate by us, in determining the identity of unnamed beneficiaries. Your estate, and any unnamed beneficiaries further understand and agree that any information or instructions provided by such persons may be reviewed with counsel and Custodian may require further documentation to determine the beneficiaries. Prior to a distribution of assets to a beneficiary or the estate of the Account Owner, Custodian reserves the right to request from the beneficiary or the estate of the Account Owner, indemnification and discharge from any liability.

d. Distribution to Estate. Custodian reserves the right to distribute the account to the estate of the Account Owner in the event that there is conflicting or incomplete information in determining the beneficiaries. In the event that there are no beneficiaries provided to Custodian or all beneficiaries renounce their rights to receive any benefit from the Account, or in the event that no beneficiaries survive the Account Owner, the IRA will be distributed to your estate.

9. Successor Custodian. In the event that Digital Trust changes its name, reorganizes, is acquired by another organization, or if all or a portion of our entire organization is purchased by another organization, that organization will automatically become the trustee or custodian of your Account so long as the organization is authorized to serve as a trustee or custodian and satisfies the requirements of the IRS Code Section 408(a)(2).

10. Termination or Resignation. Account Owner or Custodian may terminate this agreement at any time by giving written notice to the other. We can resign as Custodian at any time effective thirty (30) days after we send written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your Roth IRA to another Custodian (Successor Custodian) or request a distribution of your Roth IRA. If you do not complete a distribution form or transfer your Roth IRA within thirty (30) days from the date we send the notice to you, we have the right to either a.) transfer your Roth IRA assets to a successor Roth IRA trustee or custodian that we choose or b.) we may distribute your Roth IRA to you in a single lump sum and/or re-register the assets to you in-kind. . In the event of re-registration of the assets, the Custodian's authority to re-register the assets supersedes any and all conflicting instructions, directions, or authorities with respect to said assets contained in any investment documents. If this Agreement is terminated, we may charge to your

Roth IRA a reasonable amount of money that is necessary to cover any costs associated with distributing or transferring your account, including but not limited to fees and expenses incurred and taxes. The Custodian shall not be liable for any taxes, penalties, or losses arising from any delays, omissions, acts, or other action or inaction of any other person(s) or entity, including the Account Owner in connection with transfer or distribution of the Roth IRA Account. The Successor Custodian shall acquire all of the powers and authority conferred by the resigning Custodian. The transfer and delivery of assets to the Successor Custodian shall be a complete discharge and exoneration of any liability for the resigning Custodian unless the Account Owner or Successor Custodian notifies the resigning Custodian within forty-five (45) days from the date of resignation. Custodian may close the Account if it is not funded within ninety (90) days from Account opening.

11. **Arbitration Agreement.** In the event any legal or equitable claims or disputes arise out of performance of this agreement, or a breach of this Agreement, the parties agree to attempt to resolve the claim or dispute through good faith negotiation. In the event the parties are unable to resolve or settle such claim or dispute through negotiations, the parties agree that the claim or dispute will be settled by binding arbitration. Any arbitration proceedings shall be conducted in Las Vegas, Nevada, in accordance with the Commercial Dispute Resolution Procedures of the American Arbitration Association (AAA) in effect at the time a demand for arbitration is made. The Account Owner expressly waives any right he or she may have to establish or conduct litigation or arbitration in any other forum or location, or before any other body. The Account Owner may only bring claims and disputes in his or her individual capacity and not as a plaintiff or class member. Any and all claims arising out of or relating to this Agreement are required to have an arbitration filed within two (2) years from the date that the Account Owner knew of the facts giving rise to such claim or claims. The arbitrator shall have the authority to award reasonable attorneys' fees and costs, including the costs of arbitration, to the prevailing party.

12. **Governing Law.** This Agreement and all amendment hereto shall be governed by and construed in accordance with the laws of the State of Nevada and the federal laws of the United States of America, and the obligations hereunder shall be determined in accordance with such laws. If any provision of this Agreement or the application thereof to any person or circumstances shall be determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **Other Administrative Powers.** Anything in this Agreement to the contrary notwithstanding, the Custodian may choose to request direction from the Account Owner as to any specific action or situation that arises with the IRA Account. If a request for direction is made, the Custodian shall not incur any liability for following the Account Owner's direction or for taking no action if no such direction is furnished to the Custodian. The Custodian shall have the right, at the expense of the Account Owner, to seek a direction or approval of its accounts from a court of competent jurisdiction whenever the Custodian shall, in its sole discretion, deem it appropriate. The Custodian is not required to, but in its sole discretion may, exercise the full power and authority to settle, compound or abandon all claims and demands in favor of or against the IRA Account or Account Owner, including any claim that may be asserted for taxes under present or future laws; to maintain or defend any litigation necessary in its administration of the IRA Account if indemnified to its satisfaction against any expenses and liabilities sustained or anticipated in connection therewith; to retain any fiat subject to any dispute without liability for payment of interest or decline to make payment thereof, until final adjudication of such dispute by a court of competent jurisdiction.

14. **Digital Currency.** Custodian cannot and does not guarantee the value of digital currency or any other investment. Custodian shall not be responsible for any third-party services. Furthermore, Custodian or TPA cannot cancel or reverse a transaction involving digital currency. Once a transaction request has been made, Account Owner will subsequently not be able to cancel or otherwise modify the transaction request. Account Owner acknowledges and agrees that Custodian shall have no liability for losses you suffer in connection with any digital currency transaction initiated via the TPA Platform under this Agreement unless such losses are the direct result of Custodian's fraud, willful default or gross negligence. Custodian does not ensure that any transaction request you submit or cause to be submitted to a digital currency network via the TPA Platform will be completed by the applicable network. You acknowledge and agree that the transaction requests you authorize Custodian to submit for completion on a digital currency network may not be completed, or may be substantially delayed, by the digital currency network and Custodian is not responsible for any delay or any failure of completion caused by the digital currency network. When you complete a transaction request via the TPA Platform, this authorizes Custodian to submit the transaction request to the digital currency network in accordance with the instructions you provide.

    a. **Third Parties.** Digital Trust as custodian has a contractual agreement with Alternative IRA Services, LLC dba BitcoinIRA ("Bitcoin IRA") to act as a third-party servicer to your cryptocurrency or gold IRA account in conjunction with certain cryptocurrency service providers. You acknowledge Bitcoin IRA may change service providers at any time without notice. Those services performed by Bitcoin IRA include but are not limited to client servicing, hosting of the client platform, administrative functions necessary to open the IRA and facilitate the investment transactions including identity verification. Any issues or errors arising out of the use of the third-party platform are the responsibility of the third-party platform.

    b. **Key Storage.** Custodian shall use commercially reasonable efforts to keep in safe custody on behalf of Account Holder all Custodial Coins received by Custodian. Custodian will use commercially reasonable efforts to keep all Keys to the Custodial Wallet held by Custodian secure and shall maintain at least one (1) backup Key. Custodian shall exercise all commercially reasonable efforts to prevent unauthorized access to or use of the Keys held by Custodian to the Custodial Wallet. Custodian shall not be held responsible for any prohibited transactions or tax liabilities or penalties related to the storage of keys.

    c. **Asset Value Reporting Policy.** To value digital assets in your Roth IRA Account, Custodian will electronically obtain USD equivalent prices from digital currency market data providers or other sources as of the last date of the statement to report on your Roth IRA statement. Custodian does not guarantee the accuracy or timeliness of prices received and the prices are not to be relied upon for any investment decisions for your account.

    d. **Trading, Transactions, and Residuals.**

        i. Account Owner acknowledges and accepts the risk of trading, settlement and holding assets such as Digital Assets.

        ii. Account Owner acknowledges that Custodian reserves the right to suspend or restrict transaction activity in the asset or account reasonably necessary to comply with Custodian's anti-money laundering programs and policies, any requirements under applicable law, to prevent fraud, prevent suspicious transactions, or for any security reasons. Account Owner acknowledges for digital asset transfers or withdrawals that the vault withdrawal timeframe may take up to forty-eight (48) hours to execute.

        iii. Custodian will reflect in Account Owners Account market occurrences such as dividends, rewards, etc. when such activity occurs and after Custodian receives the proper information to reflect such activity.

iv. Upon liquidation of digital currency, Account Owner may incur negligible mining fees that are charged at an unknown rate by miners of blockchain based products. This fee will be the responsibility of Account Owner. The Digital IRA Platform accounts for an estimation of this which is withheld upon liquidation. The withholding will be greater than the amount charged by the miners, leaving a residual referred to as dust. Account Owner acknowledges Custodian will use dust for payment and apply any residual to Account Owner's account for outstanding Custodial Fees or any cost associated with maintaining the wallet and/or account.

e. Transaction Requests and Verification. For transactions initiated by Account Owner, the Account Owner appoints the Custodian with the authority to request the movement of assets and perform the out of band transaction verification as required by then current policies and procedures (e.g. video ID verification) including movement of assets out of the Cold Wallet Storage for purposes of settling trades executed by the Account Owner. Authority is granted to Custodian, provided Account Owner has appropriately provided direction or instruction in accordance with the Custodian's current policy and procedures via the Bitcoin IRA Platform or other method acceptable to Custodian.

f. Acknowledgement of Fork, Airdrop, and Token Support. Account Owner agrees that all "airdrops" and "forks" will be handled by Custodian pursuant to its current policies and procedures. Account Owner acknowledges that Custodian is under no obligation to support any airdrops or forks, or handle them in any manner. Account Owner acknowledges that Custodian does not own or control the underlying software protocols which govern the operation of Digital Currencies. Digital Asset protocols are subject to changes in protocol rules (referred to as "forks"), and such forks may materially affect the value, function, or name of the Digital Asset. You acknowledge and agree (i) that Custodian is not responsible for operation of the underlying Digital Asset protocols and that Custodian makes no guarantee of their functionality, security, or availability; and (ii) if a fork occurs, Custodian may temporarily suspend the ability to transact in the Digital Asset affected, and Custodian may decide not to support the forked protocol entirely or may enable you to transfer the affected Digital Asset.

Account Owner further acknowledges that Custodian, at its sole discretion, may update the policies and procedures from time to time. Custodian is under no obligation to provide notification to Customer of any modification. Account Owner further acknowledges and agrees that Custodian may, from time to time, offer support for select ERC20 tokens or other tokens, metacoins, colored coins, side chains, or coins which enhance or interoperate with coins supported by Custodian (collectively, "Tokens"). Custodian will notify Account Owner and the general public if the Custodian supports a particular Token. Account Owner further acknowledges and agrees that, upon the occurrence of any event outside the control of Custodian resulting in the migration of any ERC20 token from Ethereum to another protocol, including but not limited to a "mainnet launch," (a "Migration Event") Custodian may immediately cease any and all support for such ERC20 token, and that Custodian will be under no obligation to provide support for any Token related to or resulting from such a Migration Event.

CUSTODIAN WILL HAVE NO RESPONSIBILITY OR LIABILITY IF CLIENT LOSES, BURNS, OR OTHERWISE CANNOT ACCESS OR CONTROL ANY TOKEN THAT CUSTODIAN DOES NOT SUPPORT.

SEP INDIVIDUAL RETIREMENT ACCOUNT
ACCOUNT DISCLOSURE STATEMENT

(Under section 408(k) of the Internal Revenue Code)

digitaltrust™

(800) 777 - 9878 (800) 867 - 7668 operations@digitaltrust.com

PURPOSE OF THIS DISCLOSURE STATEMENT

The Internal Revenue Code (Code) requires that Digital Trust, LLC (Custodian) provide individuals establishing a Simplified Employee Pension Individual Retirement Account (SEP IRA) with the information contained in this Disclosures document. This Disclosure document is intended to provide information to help you understand your IRA Account. This Disclosure document cannot cover every rule in the IRS Code and Custodian encourages you to refer to IRA Publications 590-A and 590-B and consult with a tax professional when necessary. Publications 590-A and 590-B will also provide insight to changes for the upcoming tax year.

You should read and complete the SEP IRA Application (Application) which includes the Account Agreement provisions above along with the IRA Account Application, the Fee Schedule and the SEP IRA Custodial Account Disclosures documents together as one which have been presented to the Account Owner prior to executing the Application. The IRS requires your Custodian to provide you, the Account Owner, with this Disclosure document.

DISCLOSURES

1. **Information.** You can set up a SEP IRA with a bank or other financial institution, life insurance company, mutual fund or stockbroker. The firm that sets up your SEP IRA is your Custodian. Digital Trust, LLC is the only Custodian of this IRA Account you are establishing.
2. **Important Information About Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.
3. **Revocation of SEP IRA.** You have the right to revoke this SEP IRA Account within seven (7) days of the date your SEP IRA Account is established. If you exercise this right you are entitled to a return of the amount contributed to the SEP IRA without penalty, service charge or administrative expenses. Please note, as Custodian, we must report on the appropriate IRS form both the contributions made to the account and the amount returned to you, however, this is not required if funded by a non-reportable transfer. If you do not exercise this right within seven (7) days of the date your SEP IRA Account is established, it is assumed that you will have accepted the terms and conditions of the SEP IRA you have established. If you choose to initiate an Investment Direction prior to the expiration of the seven (7) day period, this will signify you have declined this revocation right. Notice should be provided to the Custodian in writing through first class mail and must be postmarked within seven (7) days of the Account establishment date if you decide to revoke your Account. Revocation Notices can be mailed to: **Digital Trust, LLC, 7336 W. Post Road, Ste 111, Las Vegas, NV 89113**
4. **Contributions.**
   a. **Compensation.** In order to contribute to an IRA, you must have earned income/compensation. According to the IRS, wages, salaries, tips, professional fees, bonuses, and other amounts you receive for providing personal services are compensation. An amount you receive that is a percentage of profits or sales price is compensation. For IRA purposes, compensation includes any taxable alimony and separate maintenance payments you receive under a decree of divorce or separate maintenance. If you were a member of the U.S. Armed Forces, compensation includes any nontaxable combat pay you received.
   b. **SEP IRA Account.** Form 5305-SEP (Model SEP) is used by an employer to make an agreement to provide benefits to all eligible employees under a SEP described in section 408(k). Your SEP IRA Account is set up for your employer to make contributions to. Your employer is not required to make contributions to your SEP IRA every year, however, in any year contributions are made to employees SEP IRAs, they must also be made for employees who die or terminate their employment before the contributions are made.
   c. **Employer Contribution Limits For 2021.** The maximum amount that an employer can contribute to your SEP IRA on an annual basis is generally the smaller of: 1.) 25% of the employee's compensation or 2.) $58,000,* whichever is less. Compensation, for this purpose, does not include employer contributions to the SEP or the employee's compensation in excess of $290,000*. *This amount is subject to annual cost-of-living adjustments.

      Elective salary deferrals are not permitted in SEP plans. The SEP IRA doesn't allow for catch-up contributions like other IRAs because the employer makes the contributions to the SEP IRA, not the employee. You can still make contributions to other IRAs, however, because you are participating in an employer sponsored plan the amount you can deduct on your tax return may be reduced or nondeductible.

      To make a regular contribution to a SEP IRA for a year, the SEP IRA must be established and the contribution deposited no later than the due date of your employers' tax return for the tax year, including extensions. Contributions to your SEP IRA must be made in cash. At the Custodian's sole discretion, in-kind contributions from rollover contributions or transfers may be accepted. If you are self-employed, you can contribute to your own SEP IRA.
   d. **Age 70½ rule.** Your employer can continue to make contributions to your SEP IRA even after you attain age 70½. However, you will be required to take Required Minimum Distributions (RMDs) once you attain age 72.
   e. **Multiple SEP IRAs.** If you have more than one SEP IRA, the contribution limit applies to the total contributions made on your behalf to all your SEP IRAs for the year.
   f. **Tax Year.** Contributions made between January 1 and the tax filing deadline of your employer should include a designation of which tax year the contribution should apply to. If no designation is made, Custodian will report the contribution for the tax year received.
   g. **Tax Treatment of Contributions.** Employer contributions to your SEP IRA are excluded from your income unless there are contributions in excess of the applicable limit. Employer contributions within these limits will not be included on your Form W-2 and are not deductible on your tax return.

h. **Deducting Contributions.** If you are self-employed, you can deduct the contribution that you make to your own SEP IRA each year. In addition, generally an employer can deduct the contributions made each tax year to the employee's SEP IRAs. If you contribute to your own SEP IRA, you must make a special computation to figure your maximum deduction for these contributions. When figuring the deduction for contributions made to your own SEP IRA, compensation is your net earnings from self-employment which takes into account both the following deductions: a.) the deduction for the deductible part of your self-employment tax b.) the deduction for contributions to your own SEP IRA. The deduction for contributions to your own SEP IRA and your net earnings depend on each other. For this reason, you determine the deduction for contributions to your own SEP IRA indirectly by reducing the contribution rate called for in your plan.

5. **Excess Contributions.** If your employer contributes more than the allowable limit to your SEP IRA for a tax year, these excess contributions are included in your income for the year and are treated as contributions you made to your SEP IRA. These excess contributions may be withdrawn without penalty by the due date (plus extensions) for filing your tax return (normally April 15) but are includible in your gross income. Withdrawals of those contributions may be taxed as premature withdrawals. In general, if the excess contributions for a year aren't withdrawn by the date your federal tax return for the year is due (including extensions), you will be subject to a 6% excise tax. You must pay the 6% excise tax each year on excess amounts that remain in your SEP IRA at the end of your tax year. To avoid the tax for excess contributions you must withdraw the excess contributions from your SEP IRA by the due date of your individual income tax return (including extensions) and withdraw any interest or income earned on the excess contribution.

6. **Distributions.**

a. **Distributions Generally.** Distributions from your IRA will be processed by the Custodian upon direction from the Account Owner in a manner that is acceptable to the Custodian. Custodian is not responsible for acting on instructions that were provided in error or that do not provide all the required information. If you direct the Custodian to distribute from your IRA Account before you have reached the age of 59 ½, the IRS describes these as "premature" or "early" distributions. These distributions are subject to a 10% early withdrawal tax which is in addition to the income tax that must be paid on the distribution. There are a number of exceptions to this 10% early withdrawal tax. For example, individuals that are disabled or first-time homebuyers or a qualified reservist are among those not subject to this additional tax. Please consult with a tax advisor for guidance on your distribution situation. Taxable distributions from your IRA are taxed as ordinary income. You can elect to have Federal Tax withheld at the time of distribution. State taxes will be withheld for the required states according to the state's guidelines. The Custodian's distribution form will provide the elections available.

b. **Required Minimum Distributions.** For IRAs (including SEP and SIMPLE IRAs) you must start taking distributions from your IRA by April 1 of the year following the calendar year in which you reach age 72. For each year after your required beginning date, you must withdraw your RMD by December 31st. If you take your initial RMD between January 1st and April 1st, you will have two required distributions for the year as the second RMD is due by December 31st. To avoid having to report two distributions for the same tax year, you can take your first RMD by December 31st of the year you turn 72. If you do not take any distributions, or if the distributions are not large enough to satisfy the requirement, you may have to pay a 50% excise tax on the amount not distributed as required. If you have more than one IRA that is subject to the RMD rule, you can satisfy the requirement by taking the distribution out of one of the IRAs or multiple IRAs as long as the required distribution will be satisfied. For additional information including the amount required to be distributed, please see IRS Publication 590- B. The SEP Individual Retirement Custodial Account Agreement also had additional information on RMDs in Section IV.

c. **Distributions Under Divorce, Levys and Similar Court Directives.** In the event that the Custodian is presented with a Court Order to distribute all or part of your IRA due to divorce, Custodian will transfer the assets into an IRA account of the receiving spouse. The portion or amount transferred will have no tax implications to you if the Court Order is received and acceptable to the Custodian. The Custodian reserves the right to request additional information from you or your former spouse to carry out such orders. In some instances, such as a levy or a court order, the Custodian may make a distribution from the IRA Account without instruction from the Account Owner. In those cases, the distribution may be reportable to the IRS as a taxable event.

d. **Rollovers.** Generally, a rollover is a tax-free distribution to you of cash or other assets from one retirement plan that you contribute to another retirement plan. This rollover must be completed within sixty (60) days from the date you received the payment or distribution. There are several exceptions to this sixty (60) day rule; however, you are required to provide your Custodian with a certification, meeting the IRS requirements, indicating you are eligible for one or more of these exceptions. The contribution to the second retirement plan is called a "rollover contribution." Common rollovers to a SEP IRA come from: a.) A traditional IRA. b.) An employer's qualified retirement plan for its employees. c.) A deferred compensation plan of a state or local government (section 457 plan). d.) A tax-sheltered annuity plan (section 403 plan). NOTE: Rollovers from Traditional IRAs or SEP-IRAs into or out of a SIMPLE IRA can only take place after two (2) years. The 2-year period begins on the first day on which your employer deposits contributions in your SIMPLE IRA. Rollovers between two SIMPLE IRAs are not subject to the two (2) year waiting period. Rollovers from Traditional IRAs, SEP-IRAs and SIMPLE IRAs into Roth IRAs must be included in your income for that year. The SIMPLE IRAs are subject to the two (2) year waiting period. Amounts that must be distributed during a particular year under the RMD rules (discussed in Pub. 590-B) aren't eligible for rollover treatment.

e. **One-rollover-per-year limitation.** You can make only one rollover from an IRA to another (or the same) IRA in any 1-year period regardless of the number of IRAs you own. The limit will apply by aggregating all of an individual's IRAs, including SEP and SIMPLE IRAs as well as traditional and Roth IRAs, effectively treating them as one IRA for purposes of the limit. However, trustee-to-trustee transfers between IRAs aren't limited and rollovers from traditional IRAs to Roth IRAs (conversions) aren't limited. The 1-year period begins on the date you receive the IRA distribution, not on the date you roll it over into an IRA.

f. **Property Rolled Over.** If property is distributed to you from your IRA and you complete the rollover by contributing property to an IRA, your rollover is tax free only if the property you contribute is the same property that was distributed to you. For example: if you received cash from your IRA and roll it over to an eligible account, the rollover contribution into the eligible account must be in cash.

g. **Partial rollovers.** If you withdraw assets from a SEP IRA, you can roll over part of the withdrawal tax free and keep the rest of it. The amount you keep will generally be taxable (except for the part that is a return of nondeductible contributions). The amount you keep may be subject to the 10% additional tax on early distributions as described above.

7. **Investments.**

a. **Investments-No Duty to Review or Monitor Investments.** The Custodian shall have no duty or responsibility to review any investment held in the IRA Account or any investment under consideration by the Account Owner or any purchase directed by the Account Owner with respect to any issue, including but not limited to, its safety, risk, suitability or whether or not it should be registered as a security with the appropriate government agencies and shall have no liability with respect to its safety, risk, suitability or whether or not it should be registered as a security with the appropriate government agencies. The Custodian shall not be responsible to investigate or perform any due diligence on any investment, investment sponsor or any principal involved with any investment. Further, the Custodian has no duty to monitor any investment held in the IRA

Account. Under this agreement the Custodian provides Custody Services for the assets selected by the Account Owner. Custodian acts on the Investment Directions provided by the Account Owner and has no responsibility for the performance or suitability of the assets selected by the Account Owner. Acting on the Account Owner's Investment Direction in no way implies endorsement by the Custodian of the assets selected by the Account Owner. The Custodian has no responsibility, authority, or discretion for the selection, purchase, sale, monitoring, or continued holding of any investment in the IRA Account. At its sole discretion, the Custodian can refuse to act as Custodian on any asset selected by the Account Owner.

b. **IRA Owner Investment Responsibility.** The Account Owner has the full responsibility to review and investigate the assets they direct the Custodian to invest in for their IRA Account. It is the Account Owner's responsibility, not the Custodian's, to select and monitor the investments in the IRA Account. The Account Owner has the sole responsibility, authority and discretion for the selection of any and all investments in the IRA Account and accepts full and sole responsibility for such selection. Further, the Account Owner is fully and solely responsible for monitoring any and all investments in the IRA Account and accepts full and sole responsibility for the success or failure of such investments. The Custodian has no responsibility, authority, or discretion for the selection, purchase, sale, monitoring, or continued holding of any investment in the IRA Account. It is the Account Owner's responsibility to investigate and understand the nature of the investments and risks involved with the investments chosen by the Account Owner.

c. **Pledging IRA Assets.** If you use (pledge) a part of your SEP IRA account as security for a loan, that part is treated as a distribution and is included in your gross income. You may have to pay the 10% additional tax on early distributions discussed in item 8.) above and in IRS Publication 590-B.

d. **Prohibited Investments.** The IRS Code does not permit IRA funds to be invested in life insurance or collectibles. The IRS considers the following items as collectibles: artwork, rugs, antiques, metals, gems, stamps, coins, alcoholic beverages, and certain other tangible personal property. The IRS has indicated that there are some exceptions as noted here: Roth IRAs can invest in one, one-half, one-quarter, or one-tenth ounce U.S. gold coins, or one-ounce silver coins minted by the Treasury Department. It can also invest in certain platinum coins and certain gold, silver, palladium, and platinum bullion. If you invest your Roth IRA in collectibles, the amount invested is considered distributed in the year invested and you may have to pay a 10% additional tax on early distributions.

e. **Prohibited Transactions.** Generally, a prohibited transaction is any improper use of your SEP IRA account by you, your beneficiary, or any disqualified person. Disqualified persons include members of your family (spouse, ancestor, lineal descendant, and any spouse of a lineal descendant). If you or your beneficiary engages in a prohibited transaction in connection with your IRA account at any time during the year, the account stops being an IRA as of the first day of the year in which the prohibited transaction occurs. The IRA Account is treated as distributing all its assets to the Account Owner at their fair market value(s) on the first day of the year in which the prohibited transaction occurs. If the IRA Account ceases to qualify as an IRA because of a prohibited transaction by you or your beneficiary, you may have a taxable gain that is reportable as income. In addition, you or your beneficiary may have to pay other taxes. Some examples of prohibited transactions include buying property within your IRA Account for personal use, using the IRA Account as security for a loan and borrowing money from your IRA. Prohibited transactions are described in Internal Revenue Code (IRC) Section 4975. It is the Account Owner's responsibility and not the Custodian's responsibility to determine if a transaction constitutes a prohibited transaction. The Custodian reserves the right to request a certification from the Account Owner that the direction provided by the Account Owner does not create a prohibited transaction, however, if a certification is not requested that does not indicate a transaction is not prohibited. Custodian reserves the right to take any action necessary, within its discretion, which may include resigning from the IRA Account.

8. **Inherited IRAs/Beneficiaries.** Account Owner's should review and update their IRA Account beneficiaries by providing the Custodian with a completed Beneficiary Designation Form. This is especially important after life changes such as marriage, divorce, death, and birth or adoption of children. If you inherit an IRA, you are called a beneficiary. A beneficiary can be any person or entity the Account Owner chooses to receive the benefits of the IRA after he or she dies. Beneficiaries of the IRA must include in their gross income any taxable distributions they receive.

   a. **Inherited From Spouse.** If you inherit a SEP IRA from your spouse, you generally have the following three choices. You can do one of the following: a.) Treat it as your own IRA by designating yourself as the Account Owner b.) Treat it as your own by rolling it over into your IRA, or to the extent it is taxable, into a Qualified employer plan, Qualified employee annuity plan (section 403(a) plan), Tax-sheltered annuity plan (section 403(b) plan), or Deferred compensation plan of a state or local government (section 457 plan). c.) Treat yourself as the beneficiary rather than treating the IRA as your own. If you make contributions (including rollover contributions) to the inherited IRA or if you don't take the RMD for a year as the beneficiary of the IRA, you will be considered to have chosen to treat the IRA as your own. You will only be considered to have chosen to treat the IRA as your own if: a.) You are the sole beneficiary of the IRA, and b.) You have an unlimited right to withdraw from it. However, if you receive a distribution from your deceased spouse's IRA, you can roll that distribution over into your own IRA within the 60-day time limit, as long as the distribution isn't an RMD, even if you aren't the sole beneficiary of your deceased spouse's IRA. See Publication 590-B for more information on RMDs.

   b. **Inherited From Someone Other Than Spouse.** If you inherit a SEP IRA from anyone other than your deceased spouse, you cannot treat the inherited IRA as your own. This means that you can't make any contributions to the IRA. It also means you can't roll over any amounts into or out of the inherited IRA. However, you can make a trustee-to-trustee transfer as long as the IRA into which amounts are being moved is set up and maintained in the name of the deceased IRA owner for the benefit of you as beneficiary. See Pub. 590-B for more information. Like the original owner, you generally won't owe tax on the assets in the IRA until you receive distributions from it. You must begin receiving distributions from the IRA under the rules for distributions that apply to beneficiaries. Beneficiaries of an inherited IRA must generally begin receiving required minimum distributions by December 31 of the year following the year of the deceased person's death.

9. **No Tax, Legal or Investment Advice.** In its role as Custodian, Digital Trust, LLC does not provide any tax, legal or investment advice. It is your responsibility as the Account Owner to consult with your investment or tax advisor. The Custodian shall act on the Account Owners directions for transfers, investments and distributions of Fiat when the Account Owner has submitted directions in the manner required by Custodian. The Custodian is not responsible for losses or damages resulting from the delay of acting on a direction if the direction is unclear, incomplete and not in acceptable form to the Custodian. Additionally, the Custodian is not responsible for the performance of the assets selected by the Account Owner. Under this agreement the Custodian provides Custody Services for the assets selected by the Account Owner. Custodian acts on the Investment Directions provided by the Account Owner and has no responsibility for the performance or suitability of the assets selected by the Account Owner.