# DIRECTION OF INVESTMENT

## Precious Metals Accounts

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

## PART 1. ACCOUNT OWNER INFORMATION

First Name: M.I.: Last Name: Account #:

Last 4 SSN: Date of Birth: *(MM/DD/YYYY)* Email Address:

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In order to process your investment in a timely manner, please ensure to complete all of the following form fields. Failure to complete the following form fields properly may cause delays in the processing of your investment.

Prior to processing your investment instructions, please verify that the issuer or sponsor of your investment has provided Digital Trust with all required materials and forms. If the sponsor has not provided the correct information, your investment instructions may be delayed.

## PART 2. DEPOSITORY INFORMATION

### Depository Election

The Custodian, Digital Trust, uses the depository services companies listed below for the storage and safekeeping of precious metals. However, client has the option to choose a different depository. Should the client choose a depository other than the ones listed below, Client acknowledges that there may be a delay in processing this request and additional fees due to Digital Trust needing to set up an account with a new depository.

☐ Delaware Depository ☐ Brinks Global Services USA ☐ Other: *(Please complete the following)*

Depository Name: Phone: Fax:

Address: City: State: Zip:

### Storage Type

Please select how you wish to store your metals: ☐ Comingled Allocated Holdings ☐ Segregated Allocated Holdings

*For applicable depository fees please refer to the Precious Metals Depository Addendum. Please note, Digital Trust cannot be held liable for the action of a third-party depository service. As such, client agrees to release, indemnify, and hold Digital Trust harmless from any and all liability that may arise as a consequence of using the above selected depository service. Additionally, client acknowledges that there may be additional fees associated with the storage of precious metals which will be invoiced directly to the client and paid for using account funds.*

## PART 3. PRECIOUS METALS DEALER INFORMATION

Account owners may grant precious metal dealers permission to obtain information pertaining to the purchase of precious metals. Digital Trust will not take direction from the precious metals dealer for the purpose of directing investments, disbursements of funds, or any other changes to the client account.

☐ Please check the box if your precious metals dealer will be providing the purchase information including a detailed invoice that provides the metal type, quantity, price per unit and total purchase amount, and shipping information.

## PART 4. PAYMENT INSTRUCTIONS

☐ **Option 1. Check** *(Additional fees may apply, see current Fee Schedule for applicable fees.)*

Send check via: ☐ Regular Mail ☐ Overnight Mail ☐ Cashier's Check + Overnight Mail

Payee Name:

Payee Tax ID #: *(If applicable)*

Payee Address:

City:

State:

Zip:

☐ **Option 2. Wire** *(Additional fees may apply, see current Fee Schedule for applicable fees.)*

Bank Name:

Phone:

☐ Check here if separate wiring instructions or additional information is attached.

Payee Name: *(On bank account)*

Payee Tax ID #: *(If applicable)*

Payee Address:

City:

State:

Zip:

Account #:

Type: ☐ Checking ☐ Savings

ABA (Routing) #:

## PART 5. DIRECTION OF INVESTMENT DISCLOSURE

1. Accountholder Warranties. As an accountholder of a Self-Directed Retirement Account, I warrant the following:
   a. I warrant that I have properly titled any asset held by my retirement account;
   b. I warrant that any individuals and/or entities associated with this investment does not constitute a "disqualified person" as defined by 4975(e)(2);
   c. I warrant that I am not receiving any personal benefit from the investments made by my retirement account (e.g. using rental property as a vacation home);
   d. I acknowledge that if my retirement account invests in an asset that does not provide automatic updates in regard to its fair market value (FMV), I must provide that value to Digital Trust each year as requested;
   e. I acknowledge that an investment in my retirement account may create Unrelated Business Taxable Income (UBTI), and I should consult my tax advisor on the tax consequences of my investment;
   f. I warrant that my retirement account has invested in an asset that complies with all applicable federal and/or state requirements;
   g. I warrant that I have provided all documentation associated with the Direction of Investment and accept all risk that may be associated with the asset I have chosen; and
   h. I understand that Digital Trust does not insure the investments made by my retirement account.
2. Neither Custodian nor any employee or agent of Custodian has selected nor recommended any investment for me: and neither Custodian, nor any employee or agent of Custodian has acted as a broker-dealer or salesperson in completing any purchase or sale of an investment of a security from me, except where Custodian may purchase or sell a publicly held security on my behalf, at my own direction through its affiliate that receives a commission for such a transaction.
3. Custodian are neither an agent or representative of any investment program or other entity in which or with which I may invest, and any salesperson, promoter, financial advisor, broker or other part involved in the purchase pr sale of my investment shall be considered my own agent and representative and not the agent or representative of the Custodian. Custodian will have no duty or responsibility to investigate or make recommendations as to my choice of agent. Custodian shall not be responsible for or bound by any representations, warranties, statements or commitments made by such party.
4. Custodian is acting solely as a passive Custodian to hold IRA assets and in no other capacity; an affiliate may receive a commission in connection with the unsolicited purchase or sale of a publicly traded security. Custodian will have no responsibility to question any investment directions given by me or any appointed financial representative. I further understand that Custodian do not compensate nor receive compensation from the undersigned chosen representative.
5. Custodian shall be under no obligation or duty to investigate, analyze, monitor, verify title to or otherwise evaluate any investment contemplated herein, or to obtain or maintain insurance coverage (whether liability, property or otherwise) with respect to any assets or investment purchase by me. Custodian shall not be responsible to take any action should there be any default with regard t this investment.
6. It is not the responsibility of Custodian to review the prudence, merits, viability or suitability of any investment made by me or to determine whether the investment is acceptable under ERISA, the Internal Revenue Code or any other applicable law. I understand that under certain transactions are prohibited in individual retirement accounts and qualified retirement plans under Section 4975 of the Internal Revenue Code. I further understand that the determination of a prohibited transaction depends on the facts and circumstances that surround the particular transaction.

## PART 5. DIRECTION OF INVESTMENT DISCLOSURE *(CONTINUED)*

7. Custodian will make no determination as to whether my investment is prohibited. I further understand that should my IRA engage in a prohibited transaction, my account will incur a taxable distribution as well as possible penalties.
8. I represent to Custodian that I have consulted with my own legal and accounting advisors to insure that mu investment does not constitute a prohibited transaction and that my investment complies with all applicable federal and state laws, regulations and requirements including without limitation that the offering entity or individual is not a disqualified person under IRC 4975 (e)(2).
9. In the event any investment for my retirement account produces taxable income (unrelated or debt financed) pursuant to IRC 511-514. I agree to prepare or have prepared for me, the required 990T tax form along with a direction of investment authorizing the Custodian to pay taxes from my account. Forms need to be submitted to the Custodian for filing five (5) days prior to the date which they are due.
10. Custodian do not provide legal or tax services or advice with respect to my investment; and the undersigned releases and indemnifies, and agrees to hold harmless and defend Custodian in the event that my investment or sale of assets pursuant to the Direction of Investment violates any federal or state law or regulation or otherwise results in a disqualification, penalty, fine or tax imposed upon the IRA, Custodian, or the undersigned.
11. Custodian shall be fully protected in acting upon any instrument, certificate or paper believed to be genuine and to be signed or presented by the proper person or persons whether or not by facsimile or other copy, and Custodian shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing, but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.
12. The undersigned represents to Custodian that is any investment is a "security" under applicable federal or state securities laws, such investment has been registered or is exempt from registration under federal and state securities laws and the undersigned releases and waives all claims against Custodian for its role in carrying out the instructions of the undersigned with respect to such investment. The undersigned acknowledges that the foregoing representation is being relied upon by Custodian in accepting the undersigned's Direction of Investment and agrees to indemnify Custodian with respect to all costs, expenses (including attorney's fees). Fines, penalties, liabilities, damages, actions, judgments and claims arising out of such investment and/or breach of the foregoing representation.
13. The undersigned authorizes and directs Custodian to execute and deliver, on behalf of my IRA, any and all documents delivered to Custodian in connection with my investment and Custodian shall have no responsibility to verify or determine that any such documents are complete, accurate or constitute necessary to comply with this Direction to Invest form.
14. Custodian shall only be responsible to comply with those investment directions given by the undersigned to purchase, retain and/or sell assets attainable by Custodian on a recognizable change or otherwise, including, without limitation, bank deposits, real property, promissory notes and other indebtedness, mortgages, viaticals, securities, interests in partnerships and limited liability companies, accounts receivable, security interests, etc.; provided in each case that the investment may be obtained by Custodian and is compatible with its administrative and operational requirements and framework, as determined by the Custodian, in its sole discretion.
15. The undersigned agrees that any documents sent to the undersigned by Custodian in connection with my investment shall be deemed approved by the undersigned, unless written notice t the contrary is received by the Custodian within five (5) days after delivery of such documents by Custodian.
16. Custodian shall have no duty or responsibility to disburse any payment for any investment without any express direction. I agree to furnish Custodian with payment instructions utilizing Custodian's Direction to Invest Form. Custodian will also have the right not to affect any transaction/investment in which it deems to be beyond the scope of its administrative capabilities or expertise.
17. Custodian shall use reasonable efforts to acquire or sell investments in accordance with the directions of the undersigned within a reasonable period of time after the Custodian have received an investment direction and Custodian shall make reasonable efforts to notify the undersigned if Custodian are unable or unwilling to comply with an investment direction. Custodian shall, subject to the foregoing, remit funds as directed, but has no responsibility to verify with the asset that such funds have been invested to purchase or acquire the asset selected by me.
18. The undersigned consents to the Fee Schedule of Custodian as in effect, may be modified from time to time.
19. The undersigned understands that valuations of illiquid assets (assets that are not traded on a public exchange) are generally reported at cost, or values provided to us by issuers, program sponsors, IRA owners or estimates of value. These values are only for guidance or reporting purposes and should not be deemed an accurate representation of true market value of the asset. Where no readily available market information exists, assets may be designated "not available".
20. Any suit filed against Custodian arising out of or in connection with its role as Custodian of the undersigned's IRA shall only be initiated in the courts of Las Vegas, Nevada; and the undersigned agrees to submit to such jurisdiction.
21. The undersigned agrees to reimburse or advance to Custodian, on demand, all legal fees, expenses, costs, fines and penalties incurred or to be incurred in connection with the defense, contest or prosecution of any claim made, threatened or asserted pertaining to the undersigned's investment through Custodian, including without limitation, claims asserted by the undersigned, any state or federal regulatory authority or self-regulatory organization.
22. The undersigned releases and indemnifies, holds harmless and defends Custodian from any and all claims, damages, liability, actions, costs, expenses (including, without limitation, attorney's fees) and responsibility for any loss resulting to the IRA, the undersigned or to any beneficiary or incurred by Custodian, in connection with or by reason of any sale or investment made or other action taken (or omitted to be taken) pursuant to and/or in connection with the above Direction.
23. Our trust company is in full concert with the SEC news alert. Digital Trust is also developing investor awareness forms and web-based information that will be made available to our customers and prospects to help them avoid any fraudulent investment sponsors. You will find this at http://www.ritaus.org/ and http://www.nasaa.org.
24. Digital Trust strongly advises you to look into the background and track record of any asset sponsor you may decide to invest with. Avoid any extraordinary claims for investment returns, especially in today's depressed markets. If anyone suggests that Digital Trust or the IRS has "approved" their investment, decline their offering, as neither Digital Trust nor the IRS ever approves investments. Take advantage of the information on the regulatory agencies web-sites for other "red flags" that may be indicative of fraud, or call us if you think there may be suspicious activity associated with an asset you currently hold. Digital Trust has developed a collaborative relationship with industry regulators and can communicate legitimate concerns you may have. Our trust company is committed to cooperating with regulators in their effort to mitigate or eliminate fraud, and Digital Trust wants to help you protect your retirement savings.

## PART 6. ACCOUNT OWNER AUTHORIZATION

I certify that all information provided by me is correct and may be relied upon by the Custodian. I understand that I am responsible for determining eligibility requirements related to my account(s) and investments and if necessary have sought assistance from qualified legal, tax, or investment professionals.

| Signature of Account Owner: | Account Owner Name: *(Print or Type)* | Date: *(MM/DD/YYYY)* |
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# DIRECTION OF INVESTMENT

## Precious Metals Depository Addendum

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! Please note, Digital Trust cannot be held liable for the action of a third-party depository service. As such, client agrees to release, indemnify, and hold Digital Trust harmless from any and all liability that may arise as a consequence of using the listed depository services. Additionally, client acknowledges that there may be additional fees associated with the storage of precious metals which will be invoiced directly to the client and paid for using account funds.

## BRINKS DEPOSITORY METALS FEES

### STORAGE

Non-Segregated Holdings ........ $150 per year

Segregated Holdings (Sub-Accounted by Customer) ........ $240 per year

### HANDLING

Incoming Shipments ........ $25

Outgoing Shipments ........ $25

Internal Transfers ........ $15

## DELAWARE DEPOSITORY METALS FEES

Metals are sub-accounted by Customer. Fees are billed at account opening and annually, each January thereafeter. Internal Transfers from segregated accounts incur a $25 transfer fee per transaction. Storage fees are neither prorated nor refundable.

### INDIVIDUAL RETIREMENT ACCOUNTS

Commingled Allocated Holdings (Sub-Accounted by Customer) ........ $150 per year

Segregated Allocated Holdings (Sub-Accounted by Customer) ........ $240 per year

### HANDLING FEES

**Preparation of Outgoing Shipments via Armored/Private Carrier**

$0.10 per ounce for all Bullion other than the items listed below. (Please note that if bags or boxes are unsealed and detailed verification and handling is required to prepare their contents for release, the standard $0.10 per ounce charge will apply.)

$10.00 per item for:

- 1,000 oz silver bars
- 100 oz gold bars
- 100 oz palladium plates
- 400 oz gold bars
- 50 oz platinum plates
- Mint sealed bullion coin boxes
- Sealed 90% silver bags
- Sealed 40% ciad bags

A $25.00 minimum charge per out-shipment will apply in every instance. Company shall be liable to pay such fees as of the day it gives Depository instructions to prepare a shipment for delivery, notwithstanding the fact that the delivery order may later be canceled by Company, if in fact Depository has caused such shipment to be prepared for delivery. Shipments will be prepared in accordance with standard Depository's practices and packaging materials.

**Preparation of Outgoing Shipments Via US Postal Service or Express Mail Carrier**

$19.50 per package handling fee, plus all applicable postage, registration, and insurance charges.

Note: Express mail carriers include Federal Express, United Parcel Service, and others. Express mail carriers subject to change without notice.