ACCOUNT APPLICATION

Trust Account

digitaltrust™

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

PART 1. TRUST INFORMATION

Type of account to establish: ☐ Revocable Trust ☐ Irrevocable Trust

Trust Name: EIN: Creation Date:

Address: City: State: Zip:

PART 2. AUTHORIZED INDIVIDUALS LISTED IN THE TRUST

Authorized Individual 1.

☐ Grantor ☐ Settlor ☐ Trustee ☐ Trust Protector

Title: First Name: M.I.: Last Name: Suffix:

Legal Address: City: State: Zip:

Primary Phone: Type: Email Address:

Please create a 4-Digit PIN:

! PIN Numbers should be kept confidential as they can be used in place of verifying personal information.

Authorized Individual 2.

☐ Grantor ☐ Settlor ☐ Trustee ☐ Trust Protector

Title: First Name: M.I.: Last Name: Suffix:

Legal Address: City: State: Zip:

Primary Phone: Type: Email Address:

Please create a 4-Digit PIN:

! PIN Numbers should be kept confidential as they can be used in place of verifying personal information.

☐ Check here if Additional Individuals of the Trust are listed on an attached addendum. Total number of addendums attached: _____

PART 3. ACCOUNT SETUP

Choose your preferred method for paying the fees associated with your account. Refer to your Fee Schedule for all fees applicable to your account.

☐ **Deduct the fees due from the cash available in my account.**

☐ **Deduct fees using a Credit or Debit Card.**

! If this option is selected, you will receive a secure link upon signing to provide your card information.

Funding & Check Titling

Please see the below example for correct check and asset titling information. The account and assets must be titled in this way to reflect your IRA being the legal owner of the investments and assets. Incorrect titling may cause delays in processing your request or taxable consequences. The correct titling should be as follows:

"Digital Trust FBO: (Your Name) (Account Type)"

Example: Digital Trust FBO: Jane Doe Inherited Roth IRA

PART 4. ADDITIONAL AUTHORIZED INDIVIDUAL INFORMATION

Account owners may grant individuals or advisors permission to act as agents on their account for the limited purpose of obtaining information pertaining to their account. Digital Trust will not take direction from authorized agents for purposes of directing investments, disbursements of funds, or any other changes to the client's account. Digital Trust reserves the right to contact the account owner regarding agent information requests.

Full Name: Email: Phone:

Address: City: State: Zip:

Please create a 4-Digit PIN:

! PIN Numbers should be kept confidential as they can be used in place of verifying personal information.

PART 5. BENEFICIARY DESIGNATION

Beneficiary designations for this account are determined by the Trust Document. The Trustee will provide direction for distribution of assets to Digital Trust in the event of the account owners death.

PART 6. TRUST DOCUMENTS

Along with the account application, please provide the below list of documents (if applicable):

☐ Employer Identification Number (EIN) confirmation letter from the IRS

☐ Trust Document or Certificate of Trust

☐ Trust Amendments (if applicable)

PART 7. ACCOUNT OWNER AUTHORIZATION

☐ I have reviewed the Digital Trust Fee Schedule.

☐ I have reviewed the Digital Trust disclosures associated with opening this account.

Important: Please read before signing.

USA Patriot Act: To cooperate with the US Government's efforts to combat the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify, and record the identity of each individual who opens an account. Accordingly, when you open an account, we will request your name, address, date of birth, a copy of your driver's license or passport, and other information that will help us to identify you.

By signing below, I certify that all information provided in this Application is true and accurate. I understand the terms and conditions that apply to this account and agree to be bound by them.

* If there are multiple owners/trustees, the terms and conditions of this account shall apply jointly and severally to each individual.

Signature of Authorized Individual of the Trust	Print Name:	Date: *(MM/DD/YYYY)*

Signature of Additional Authorized Individual	Print Name:	Date: *(MM/DD/YYYY)*

FEE SCHEDULE

Self-Directed Retirement Accounts

digitaltrust™

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

ACCOUNT FEES

Setup Fee (One-Time)	$50
Traditional IRA & Roth IRA	$375
Per Additional Asset[1]	$75
SEP IRA & SIMPLE IRA	$475
Additional Participant	$75
Per Additional Asset[1]	$75
Inherited Traditional IRA & Inherited Roth IRA	$375
Full Distribution (No Account Setup)	$250
Individual 401(k) Plan	$475
Additional Participant	$150
Per Additional Asset[1]	$75
Custodial Accounts	
Qualified Funds Account	$375
Non-Qualified Funds Account	$375

ASSET PURCHASE FEES

Crypto Assets	
Setup Fee (Collected from all fund deposits)	2.99%
Trading Fee (Buy/Sell)	2.0%
Annual Fee (Billed monthly)	0.08%
In-Kind Transfer Out	1.0%
Other Assets	
Real Estate (Buy / Sell)	$150
Precious Metals (Buy / Sell)	$50

TRANSACTION FEES

Outgoing Domestic Wire	$35
Outgoing International Wire	$50
Check	$35
Cashier's Check	$50
ACH ($10,000 or less)	$15
Stop Payment, Return Check/Wire	$50
Credit Card Declined, Chargeback	$50
Duplicate Page Statements	$50
EIN Creation	$25
Loan Setup Fee (Individual 401(k) Plans Only)	$225
Loan Default Fee (Individual 401(k) Plans Only)	$150
Plan Amendment (Individual 401(k) Plans Only)	$150
State Tax Withholding	$35
Special Handling	$100
Next-Day Processing (Within 24 hours)	$100
Same-Day Processing (Documents received by 10AM)	$250
Medallion Stamp	$35
Overnight Mail	$35
Roth Conversion or Recharacterization[2]	$100
Re-Registration (Per Asset)[3]	$75
IRS Form Facilitation / Preparation Fee	$100/each
Legal Action Fee[4]	$150/hour
Corrective Reporting Fee	$250/each
Late Fee	$25/month
Partial Termination (50% or more of Account)	$150
Complete Termination	$300
Precious Metals Stoarge - Non Segregated	$150
Precious Metals Storage- Segregated	$240

Fees are subject to change with written notice. The annual fee is invoiced in the anniversary month each year. [1]If you are signed up on a platform, the platform will count as one asset for account fee purposes. [2]Recharacterizations may only be in cash. Roth conversions may not be recharacterized. [3]Any re-registration fees charged by third-parties will be additionally assessed. $75 re-registration fee applies to each asset. 4Relating to production of documents related to subpoena or legal action.

TRUST ACCOUNT
CUSTODIAL ACCOUNT AGREEMENT

digitaltrust™

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PURPOSE OF THIS DISCLOSURE STATEMENT

This custody account agreement ("Agreement"), is made by and between the individual(s) or entity executing the Digital Trust Custodial Account Adoption Agreement (hereinafter referred to, jointly and severally if more than one individual, as "Account Owner") and Digital Trust (hereinafter referred to as "Custodian").

Custodian hereby agrees to accept and hold such monies, securities and property (hereinafter referred to as "Property") as may from time to time be delivered by or for Account Owner to Custodian, or added in the process of investing the Property, in a custody account ("Custodial Account" or "Account") and to invest such Property, solely at the direction of the Account Owner or any duly appointed investment advisor and subject to the terms below.

DISCLOSURES

1. **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.
2. **Account Owner Responsibilities**
   a. **Account Owner.** The Account Owner acknowledges that the Account is a non-interest bearing self-directed account. Where applicable, the custodian acts as a "fiduciary" for this account, as defined by the Employee Retirement Income Security Act of 1974, 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 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 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 to direct the investment of the 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 direct the investment of 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 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. Custodian and TPA shall bear no responsibility for any transactions in the Account, or resultant losses or damages to Account Owner, caused by any acts or omissions of Authorized Agents.
   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 are received by or come to the attention of the Custodian with respect to assets in the account. It is the Account Owner's responsibility to make arrangements to receive such information or monitor public sources for such information.
   d. **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.
   e. **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 account. 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 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 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 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.
   f. **Fair Market Valuations.** 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").

g. 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 Account Statement within the online platform or (2) the date of mailing of a paper Account Statement.

h. 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 and 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.

3. General Terms

a. Account. The Custodian shall establish and maintain a separate Account in the name of the Account Owner. All deposits to the account shall be in cash. The Custodian's acceptance of in-kind assets 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 deposits and deposit timing as permissible by law. In addition, it is the Account Owner's not the Custodian's responsibility to determine and maintain records of the deductible portion of any deposit.

If the Account Owner is not an individual, Account Owner hereby warrants that the Account Owner has the power and authority to open and use the Custodial Account, that all necessary actions have been taken to authorize the use of the Custodial Account and that the signed of this Agreement have all proper authority to enter into the Agreement on behalf of the Account Owner. Account Owner also agrees to produce evidence of such authority if requested by Custodian and that the Custodian may act upon the instructions of any person the Custodian reasonably believe has the authority to act for the Account Owner.

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 account 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 Cash 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 are not segregated from other deposit funds.

c. Investments-No Duty to Review or Monitor Investments. The Custodian shall have no duty or responsibility to review any investment held in the 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 Account. Under this agreement the Custodian provides Self Directed Custody Services for the assets/investments 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 asset/investment, any due diligence, or suitability of the assets/ investments selected by the Account Owner. **Account Owner agrees that Custodian has no responsibility on the outcome of 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. Custodian may 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 Decision 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 above, be responsible for the title, validity or genuineness of any 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 account.

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 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.** It is the Account Owner's responsibility to prepare and file all required income tax returns. Custodian will provide to Account Owner at least once each year all information regarding the transactions executed under this Agreement that may reasonably be required for the preparation of Account Owner's income tax returns/ Account Owner is responsible for the payment of any and all accountant and attorney fees incurred in the preparation of Account Owner's tax return or resulting from the operation of this Agreement.

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 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.

4. **Fees and Expenses.** Custodian shall be entitled to collect fees for their Custodial Services and the administration of the Account Owner's account 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's debt to collections agents or resign as custodian for unpaid fees.

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 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 Custodial Account Disclosures documents together as one which have been presented to the Account Owner prior to executing the Application. By completing this application online, you agree to be bound by all terms and conditions contained in the Application.

b. Consent to Electronic Delivery of Statements and Other Communications. 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, Privacy Notice, 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 and 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. Withdrawals/Distributions. Account Owner will provide full and complete instructions for any Distributions out of the Account. 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 account out of the assets of the 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. 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).

9. 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 30 days after we send written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your account to another Custodian (Successor Custodian) or request a distribution of your

account. If you do not complete a distribution form or transfer your account within 30 days from the date we send the notice to you, we have the right to either a) transfer your assets to a successor trustee or custodian that we choose or b) we may distribute your Account 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 you 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 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.

10. **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 account and provide the Custodian with a fully completed Change of Beneficiary form to update the 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 beneficiary, even if you are married. In "community property" States, Account Owners who earn monies contributed to their account 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 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 account will be distributed to your estate.

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 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 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 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. **Third Party Actions.** The Custodian shall not be liable to the Account Owner for (i) any statements, representations, actions or inactions of the Advisor or any broker or other salesperson or principal of any investment purchased for the Custodial Account and (ii) the use of account information provided to the Advisor or other third party as authorized or directed by the Account Owner.

15. 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 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 account 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 Bitcoin 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.