

☎ (888) 205 - 6036 📠 (505) 212 - 0494 ✉ operations@horizontrust.com
 📍 Horizon Trust Correspondence, PO BOX 27068, Newark NJ 07101

For Internal Use Only: Agent Pays Fees
 Tracking Code: _____ Referral Code: _____

PART 1. BENEFICIARY/INHERITED OWNER

| | | | | |
|---|---|---|---|---|
| Title: | First Name: | M.I.: | Last Name: | Suffix: |
| <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> |
| Legal Address: | Apt/Unit/Ste: | City: | State: | Zip: |
| <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> |
| Mailing Address: <i>(If different than above)</i> | Apt/Unit/Ste: | City: | State: | Zip: |
| <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> |
| Social Security Number: <i>(###-##-####)</i> | Date of Birth: <i>(MM/DD/YYYY)</i> | Email Address: | | |
| <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> | | |
| Primary Phone: | Type: | Alt Phone: | Type: | |
| <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> | |

PART 2. ORIGINAL OWNER INFORMATION

| | | | | |
|--|---|---|---|---|
| Title: | First Name: | M.I.: | Last Name: | Suffix: |
| <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> |
| Social Security Number: <i>(###-##-####)</i> | Date of Birth: <i>(MM/DD/YYYY)</i> | Date of Death: <i>(MM/DD/YYYY)</i> | | |
| <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> | | |

PART 3. PAYMENT ELECTION INFORMATION

Has there been a payment election made for the assets you inherited from the employer-sponsored retirement plan or Traditional IRA? *(If Yes, please provide election information below)*

 No Yes

The previous payment election made *(Select One)*
 Five-Year Rule
 Life Expectancy Payments*

*If Life Expectancy Payments are being taken, what is the date of birth of the individual whose life expectancy is being used to calculate the payment?
 Date of Birth:

! Note: If incorrect or incomplete information regarding a previous payment election is provided, the custodian will not be held responsible for any penalties that may be incurred due to removing an insufficient amount.

PART 4. ACCOUNT SETUP INFORMATION

I have reviewed the HTC Fee Schedule.

Account Setup Options

Please select an Account Activation Option¹:

- Standard
- Standard w/ Express Open
- Checkbook LLC Standard
- Checkbook LLC Expedited

¹If no election is made, "Standard" Activation will be selected by default.

Fee Payment Options

1. Choose a method of payment for Account Setup Fees:

- Deduct from Account
- Check Enclosed
- Charge Credit Card
(Complete Credit Card Payment Method Section)

2. Choose a method of payment for subsequent Annual and Transactional Fees

- Deduct from Account
- Charge Credit Card
(Complete Credit Card Payment Method Section)

All accounts require a credit card on file as a secondary payment option to establish a new account. The credit card on file will not be charged unless indicated as the choice payment option or if the account does not have enough available cash for incurred fees.

Account Personal Identification Number

Please enter a 4-Digit PIN:



The undersigned agrees to be bound by the terms and conditions of this PIN request form and the Horizon Trust Company Self-Direct Account Agreement. The undersigned agrees to keep the requested PIN confidential.

Credit Card Payment Method

I have read and understand the Self-Directed IRA Account Agreement regarding the credit card charge(s) and I authorize the credit card payment by Horizon Trust Company for fees to establish and/or maintain this IRA. Not limited to, but including Activation Fee, Annual Fee, and any special service fee or transactional fees to keep my account in good standing.

Select a Credit Card Type:

- Visa
- Mastercard
- American Express
- Discover

Cardholder Name:

Card Number:

Expiration Date: (MM/YY)

Security Code:

Billing Address:

Apt/Unit/Ste:

City:

State:

Zip:

PART 5. ACCOUNT FUNDING INFORMATION

Please select all that apply. (Horizon Trust Company reserves the right to review all asset transfer/rollovers prior to accepting assets.)

Funding Type

| | | | |
|-------------------------------------|--|--------------------------------------|------------------------------|
| <input type="checkbox"/> | One-Time Contribution (From Self or Spousal Contribution) | Tax Year: <input type="text"/> | Amount: <input type="text"/> |
| <input type="checkbox"/> | Monthly Contributions (From Self or Spousal Contribution; Current Tax Year Only) | Monthly Amount: <input type="text"/> | |
| <input type="checkbox"/> | Transfer (Direct movement of assets from a Roth IRA) | Amount: <input type="text"/> | |
| <input type="checkbox"/> | Rollover (Distribution from a Roth IRA or eligible plan) | Amount: <input type="text"/> | |
| <input checked="" type="checkbox"/> | ! By selecting this option, I irrevocably designate this contribution as a Rollover. | | |
| <input type="checkbox"/> | Recharacterized Contribution (Nontaxable movement from a Traditional IRA to this Roth IRA) | Amount: <input type="text"/> | |
| <input checked="" type="checkbox"/> | ! By selecting this option, I irrevocably designate this contribution as a Recharacterization. | | |
| <input type="checkbox"/> | Conversion ((A taxable movement from a Traditional IRA or SIMPLE IRA into this Roth IRA) | Amount: <input type="text"/> | |
| <input checked="" type="checkbox"/> | ! By selecting this option, I irrevocably designate this contribution as a Conversion. | | |

If you are 72 or older this year, complete the following: (If Applicable)

(Checking any of the options below will adjust your Required Minimum Distribution.)

| | | | | | |
|--------------------------|--|--------------------------|---|--------------------------|--|
| <input type="checkbox"/> | This is a rollover or transfer of assets removed last year. Please complete the information below. | <input type="checkbox"/> | This is a transfer from my deceased spouse's Traditional IRA. Assets were removed from the IRA in any year after death. | <input type="checkbox"/> | This is a recharacterization of a conversion or taxable retirement plan rollover to a Roth IRA made last year. |
| | Date of Removal: <input type="text"/> | | Value as of Dec 31 st of last year: <input type="text"/> | | |

Funding & Check Titling

Because your account is considered to be the legal owner of your investments, all assets and documents must reflect this ownership. Failure to title assets correctly may cause delays and/or tax consequences. The correct titling should be as follows:

“Horizon Trust FBO: (Your Name) (Account Type)”

Example: Horizon Trust FBO: Jane Doe Roth IRA

PART 6. ACCOUNT OWNER AUTHORIZATION

Important: Please read before signing.

I understand the eligibility requirements for the type of inherited IRA deposit I am making, and I state that I do qualify to make the deposit. I have received a copy of the Inherited IRA Application, the 5305-A Custodial Account Agreement, the Financial Disclosure, and the Disclosure Statement. I understand that the terms and conditions that apply to this inherited IRA are contained in this Application and the Custodial Account Agreement. I agree to be bound by those terms and conditions. Within seven days (7) from the date I open this inherited IRA I may revoke it without penalty by mailing or delivering a written notice to the custodian.

I assume complete responsibility for 1) Determining that I am eligible to establish an Inherited IRA, 2) Ensuring that all rollover or transfer contributions I make are within the limits set forth by the tax laws, and 3) The tax consequences of any contributions (including rollover contributions) and distributions.

| | | |
|--|-------------------------------------|--|
| Signature of Inherited IRA Owner <input type="text"/> | Print Name: <input type="text"/> | Date: (MM/DD/YYYY) <input type="text"/> |
| Signature of Witness <input type="text"/> | Print Name: <input type="text"/> | Date: (MM/DD/YYYY) <input type="text"/> |
| Signature of Custodian <input type="text"/> | Print Name: <input type="text"/> | Date: (MM/DD/YYYY) <input type="text"/> |

PART 7. IRA CUSTODIAN INFORMATION

Horizon Trust Correspondence
PO BOX 27068
Newark NJ 07101

Phone: (888) 205 - 6036
Fax: (505) 212 - 0494

Email: operations@horizontrust.com
Website: www.horizontrust.com

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Horizon Trust Correspondence, PO BOX 27068, Newark NJ 07101

Important: This form contains important disclosures about your duties and responsibilities with regard to opening a Self-Directed Individual Retirement Account with Horizon Trust Company, as your custodian. You are responsible for the investment of all assets within your account. These investments may involve a high-degree of risk. Horizon Trust Company will make no investigation or conduct due diligence reviews as to the viability or safety of the investments that you select. You should seek the advice of legal counsel and other professional advisors with respect to your investments. **Read this entire form carefully before you complete and sign it. By signing this form you consent to all terms and provisions shown on all pages.**

PART 1. IRA OWNER INFORMATION

| | | | | |
|---------------------------------------|----------------------|----------------------|----------------------|----------------------|
| Title: | First Name: | M.I.: | Last Name: | Suffix: |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Address: | Apt/Unit/Ste: | City: | State: | Zip: |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Social Security Number: (###-##-####) | Phone: | Email Address: | | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | | |

PART 2. DISCLOSURE & ACKNOWLEDGMENT

By this document and a Traditional/Roth/SIMPLE/SEP/CESA/HSA/Individual 401K plan agreement, I am naming Horizon Trust Company custodian for my Self Directed IRA. In directing this action, I hereby make the following certifications in accordance with my Horizon Trust Company custodial account agreement:

1. I understand the requirements put forth by the IRS to establish an IRA and certify that I am eligible to establish a Traditional/Roth/SIMPLE/SEP/CESA/HSA/Individual 401K account. Furthermore, I understand that it is not the responsibility of Horizon Trust Company to advise me as to the deductibility or non-deductibility of any contributions to my account. The reporting of my contributions and how they are handled are completely up to me.
2. I understand that my Account is self-directed. This means that I am responsible for the selection, management, and retention of all investments held within my Account. I understand that Horizon Trust Company is in no way responsible for providing investment advice or recommendations, and that Horizon Trust Company is not a "fiduciary" for my Account as such term is defined in the Internal Revenue Code ("IRC"), ERISA, Financial Institutions Division of the State of New Mexico, Blacks Legal Dictionary or any other applicable federal, state or local laws.
3. I understand that it is my sole responsibility to manage the investment held within my Account, and that Horizon Trust Company has no responsibility to question any investment directions given by me or my Designated Representative, (if I have appointed one), regardless of the nature of the investment. I understand that Horizon Trust Company is in no way responsible for monitoring the performance of the investment held within my Account. I understand that Horizon Trust Company will not conduct a due diligence review of any investment, nor will Horizon Trust Company make any investigations with regard to any investment, any issuer or sponsor of any investment, or any officer, director, or other person or entity involved or affiliated with my investments. I understand that Horizon Trust Company will not review the prudence, viability or merits of any of my investments.

4. I understand that, if my Designated Representative or any other financial representative suggested that I retain Horizon Trust Company's services as custodian for investments made through my Account, such person is not in any way an agent, employee, representative, or affiliate of Horizon Trust Company. I acknowledge that Horizon Trust Company is not responsible for and is not bound by any representations, warranties, statements or agreements made by my Designated Representative or any financial representative beyond the terms and provisions contained in my Horizon Trust Company Custodial Account Agreement and other Horizon Trust Company forms and/or documents. I further understand that Horizon Trust Company has not made and will not make any recommendation or investigation with respect to my Designated Representative or any financial representative, nor does Horizon Trust Company compensate my Designated Representative or financial representative in any manner.
5. I understand that Horizon Trust Company does not make any determination as to whether an investment is acceptable under ERISA, the IRC, or any other applicable federal, state or local laws, including securities laws. I acknowledge that it is my responsibility to review any investments to ensure compliance with the above requirements and to avoid the occurrence of any prohibited transactions in my Account arising out of my investments. I understand that I should have all investments reviewed by my attorney and/or tax advisor prior to directing Horizon Trust Company to process any transaction on behalf of my account.
6. I understand that certain transactions are prohibited for tax-exempt retirement arrangements under IRC Section 4975. I further understand that the determination of whether the transactions directed by me within my account are prohibited transactions depends on the facts and circumstances that surround each transaction, and I understand that Horizon Trust Company makes no determination as to whether any transaction directed by me is a prohibited transaction. I understand that it is solely my responsibility to consult with advisors as I deem necessary and appropriate, and that I will warrant to Horizon Trust Company that the investments directed by me are not prohibited transactions as defined in IRC Section 4975. I understand that I may not invest with a "disqualified person" as defined in IRC Section 4975 or a "party in interest" as defined in IRC Section 4975. I understand that should my Account engage in a prohibited transaction, a taxable distribution equal to the fair market value on my Account will result and certain penalties may be incurred. I further understand that if such a deemed distribution takes place prior to my attaining 59 1/2, an additional premature distribution excise tax may be imposed.
7. I understand that I cannot make investments without having the liquid funds in my Account. In addition, if any investment contains provisions for future contractual payments or assessments, including margin calls, I acknowledge that such payments or assessments shall be borne solely by my Account to the extent such payment is authorized by me or my Designated Representative, and may reduce or exhaust the value of my Account. I further agree to indemnify Horizon Trust Company for any and all payments or assessments which may result from holding the investment within my Account, and I understand that Horizon Trust Company shall be under no obligation whatsoever to extend credit to my Account or otherwise disburse payment beyond the cash balance of my Account for any payment or assessment related to the investment.
8. I understand that if the investment contains any administrative requirements or duties beyond Horizon Trust Company's normal and customary services, then I agree to seek out suitable agents or counsel necessary to perform such duties and deliver written service agreements acceptable to Horizon Trust Company for execution on behalf of my account.
9. I understand that Horizon Trust Company has no responsibility or duty to notify me or to forward to me any notices, proxies, assessments or other documents received by Horizon Trust Company on behalf of my investments, unless I, or my Designated Representative, request each such document in writing.
10. I agree to furnish payment instructions to Horizon Trust Company regarding any invoice, assessment, fee or any other disbursement notification received by Horizon Trust Company on behalf of my investments, and I understand that Horizon Trust Company has no duty or responsibility to disburse any payment until such instructions are received from me, or my Designated Representative.
11. If I direct Horizon Trust Company to purchase a debt instrument as an investment, I agree to enter into an escrow servicing agreement with a third-party Agent on a form acceptable to Horizon Trust Company or to be my own agent in order to administer the terms of the note on behalf of my account. I understand that should I choose a third-party Agent it is still my responsibility to monitor the timeliness of payments and collection of payments. If I elect to renew or re-negotiate the terms of my instrument, I agree to notify the third-party agent and Horizon Trust Company as custodian of my account.
12. If any of the investments I purchase for my account are limited partnerships or limited liability companies, I understand that such investments may generate Unrelated Business Taxable Income, or "UBTI". I further understand that, if the UBTI attributable to my Account exceeds \$1,000 for any taxable year, an IRS Form 990-T tax form must be filed along with the appropriate amount of tax, payable from the assets of my account. I understand that Horizon Trust Company does not monitor the amount of UBTI in my Account and does not prepare Form 990-T. If the tax is applicable, I agree to prepare, or cause to have prepared, the proper 990-T tax form and forward it to Horizon Trust Company, along with authorization to pay the tax from my Account. If I am required to File IRS Form 990-T with regard to any UBTI, I understand that I must utilize an Employer Identification Number ("EIN"). I will not use Horizon Trust Company's EIN or my own social security number. I understand that I must apply for my own EIN prior to or in conjunction with requesting Horizon Trust Company to pay any taxes I may owe with regard to any UBTI that might be incurred.

13. I understand that Horizon Trust Company has no duty or responsibility to monitor the performance of my Investments or actions of the sponsor, nor to monitor the sufficiency or adequacy of my actions or duties or those of my heirs, successors, agents or assigns, and Horizon Trust Company will not be required to monitor the acts of any paid consultant to whom Horizon Trust Company may have contractually delegated any duties or responsibilities pursuant to my directions or the directions of my Designated Representative.
14. I understand that Horizon Trust Company must have an annual market value or good faith estimate (via an independent appraisal) of the value for all investments in my account and that it is my responsibility to provide such market value or good faith estimate. I further understand and acknowledge that if Horizon Trust Company has not been provided with an annual market value or good faith estimate, Horizon Trust may distribute that Investment in-kind to me at either the original acquisition cost or the last known value.
15. I agree to be responsible for any and all collection actions, including contracting with a collection agency or instituting legal action, and bringing any other suits or actions which may become necessary to protect the rights of my Account as a result of the operation or administration of my investments. I understand that any legal filings made on behalf of my investments are to be made in the name of "Horizon Trust Company Custodian for the Self-Directed IRA of (my Name)." I agree that I shall not institute legal action on behalf of my investments without Horizon Trust Company's written consent to litigate and that I shall prosecute any legal action at my own expense, including payment of attorney's fees and court costs. I agree that any such legal action will be carried out in a manner that does not cause Horizon Trust Company to incur any costs or legal exposure. I hereby agree to indemnify Horizon Trust Company for any loss, cost or expense, including attorney's fees that it may incur in any collection activity or legal proceeding.
16. I understand that should I choose to invest in precious metals it is my responsibility to perform adequate due diligence on the broker I choose to invest with and that the investment I make is an acceptable investment according to IRC 4975. Precious metal accounts are subject to additional fees due to storage costs.
17. I understand that Horizon Trust Company reserves the right to liquidate any and/or all investments in my account in order to satisfy any outstanding fees owed to Horizon and that Horizon may also at their discretion distribute my account to me due to non-payment of fees. The account will be distributed at the FMV as reflected on my latest Horizon account statement and I may have a tax liability because of this distribution, however, I agree to hold Horizon Trust Company harmless of said liability.
18. I understand that all investments held within my Account are not guaranteed by Horizon Trust Company and that my investments may lose value.

PART 3. PROHIBITED TRANSACTIONS SUMMARY

Below is a summary of the Internal Revenue Code Section 4975 and IRS publication 590 regarding IRA prohibited transactions and disqualified persons. This is a summary and not a comprehensive reproduction of both the Code and the publication. Before making an IRA investment, you should consult a tax professional to be certain you are not entering into a prohibited transaction which could disqualify your entire IRA.

General Statement: A prohibited transaction is any improper use of your IRA by you, your beneficiary, or any disqualified person.

Section 4975 (c) prohibited transactions include but are not limited to any direct or indirect:

- a. sale or exchange, or leasing, of any property between a plan and a disqualified person;
- b. lending of money or other extension of credit between a plan and a disqualified person;
- c. furnishing of goods, services, or facilities between a plan and a disqualified person;
- d. transfer to, or use by or for the benefit of, a disqualified person of the income or assets of a plan.

Disqualified person: your fiduciary, any members of your family including spouse, ancestor, lineal descendant, and any spouse of a lineal descendant.

*Remember that your Horizon Trust Company IRA is fully self-directed. **You are responsible for the selection, management, and retention time of your investment.** Horizon Trust Company will accept a direction of investment from you for any asset not specifically prohibited by the IRS. If you have any questions regarding any transaction in your IRA, seek help from a tax professional before instructing Horizon Trust Company.*

PART 4. ARBITRATION AGREEMENT

In the event a claim or dispute of any kind or nature arises between the Depositor and Custodian, including the scope of this arbitration clause, it shall be resolved by arbitration conducted in Albuquerque, New Mexico, as follows:

- a. either party may submit the matter to arbitration by serving a complaint on the other party that sets forth the nature of the claim. Service may be made by certified mail to the designee. The parties shall mutually select an arbitrator who shall be a retired judge or an attorney licensed to practice law in the state of New Mexico, and shall have not less than ten years of experience in servicing as arbitrator or judge in disputes or litigation concerning the subject matter of the dispute.
- b. the arbitrator shall conduct an evidentiary hearing and issue a final award within 180 days of his or her appointment. The arbitrator shall be bound to follow and apply the substantive law of the state of New Mexico, and the procedural and evidentiary rules of the state of New Mexico in effect at the time of any arbitration proceeding hereunder.
- c. the arbitrator shall award reasonable attorney's fees and costs of arbitration to the prevailing party.
- d. If the parties cannot agree upon the appointment of an arbitrator, either party may file a petition in the Second Judicial District Court to appoint an arbitrator.

PART 5. ACCOUNT OWNER AUTHORIZATION

I acknowledge that I have sole responsibility for directing the investments of my Account. I understand that Horizon Trust Company may perform administrative review on any of my investments to determine if the investments are feasible for Horizon Trust Company to maintain appropriate records as to each investment. I acknowledge, however, that Horizon Trust Company will not perform a due diligence review, and will not undertake any investigation as to the prudence, viability, merits, or suitability of any investment in my Account. I agree to hold Horizon Trust Company harmless from any liability for any loss, damage, injury, or expense which may occur as a result of the execution of my direction of investment.

By signing below I acknowledge that I have read and understand this Client Responsibility Form and specifically acknowledge that I have read and understand Part 3. Prohibited Transactions Summary on page three (3) of this document.

Signature of IRA Owner:

IRA Owner Name: *(Print or Type)*

Date: *(MM/DD/YYYY)*



(888) 205 - 6036 (505) 212 - 0494 operations@horizontrust.com
Horizon Trust Correspondence, PO BOX 27068, Newark NJ 07101

TRADITIONAL, ROTH, SEP, SIMPLE

Service Fees

| | |
|------------------------------------|------------|
| Setup Fee and Year 1 Annual Fee | \$2,995 |
| Annually After Year 1 ¹ | Multiplier |
| \$0 - \$40,000 | \$395 |
| \$40,001 - \$80,000 | 0.0100 |
| \$80,001 - \$150,000 | 0.0060 |
| \$150,000 - \$250,000 | 0.0040 |
| \$250,000 - \$1,000,000+ | 0.0030 |

SPECIALTY ACCOUNTS

| Service Fees | CESA | HSA | Precious Metals |
|----------------|-------|-------|-----------------|
| Activation Fee | \$250 | \$250 | \$250 |
| Annual Fee | \$395 | \$395 | \$395 |

SERVICES & OPTIONAL FEES

| | | | |
|---|-----------|--------------------------|------------------|
| Express Account Open ² (Recommended) | \$50 | Returned Check Fee | \$30 each |
| Overnight Mail Fee | \$50 | Late Fee | \$25 per 30 days |
| Form 1099-R | \$100 | Termination Fee | \$500 |
| Stop Payment | \$30 each | | |

Fees are subject to change with 30 days written notice. ¹The annual fee is calculated by multiplying the account value by the multiplier. The annual fee is billed in the anniversary month each year. ²Express Account Open is same day processing when establishing a new account. All Horizon Trust accounts require a credit card on file as a secondary payment option to establish an account. The credit card on file will not be charged unless indicated as the choice payment option, or if the account does not have enough available cash for incurred fees.

| | | |
|--|--|---|
| Signature of Account Owner: <div style="border: 1px solid black; height: 30px; width: 100%;"></div> | Account Owner Name: (Print or Type) <div style="border: 1px solid black; height: 30px; width: 100%;"></div> | Date: (MM/DD/YYYY) <div style="border: 1px solid black; height: 30px; width: 100%;"></div> |
|--|--|---|

The depositor named on the application is establishing a Roth individual retirement account (Roth IRA) under IRS Code section 408A to provide for his or her retirement and for the support of his or her beneficiaries after death.

The custodian named on the application has given the depositor the disclosure statement required by Regulations section 1.408-6.

The depositor has assigned the custodial account the sum indicated on the application.

The depositor and the custodian make the following agreement:

ARTICLE I

Except in the case of a qualified rollover contribution described in section 408A(e) or a recharacterized contribution described in section 408A(d)(6), the custodian will accept only cash contributions up to \$6,000 per year for 2019 through 2021. For individuals who have reached the age of 50 by the end of the year, the contribution limit is increased to \$7,000 per year for tax years 2019 through 2021. For years after 2021, these limits will be increased to reflect a cost-of-living adjustment, if any.

ARTICLE II

1. The annual contribution limit described in Article I is gradually reduced to \$0 for higher income levels. As a single filer, you can make a full contribution to a Roth IRA if your modified adjusted gross income is less than \$122,000 in 2019. For 2020, you can make a full contribution if your modified adjusted gross income is less than \$124,000. For 2021 you can make a full contribution if your modified adjusted gross income is less than \$125,000. If your modified adjusted gross income is more than \$122,000 but less than \$137,000, a partial contribution is allowed in 2019. A partial contribution is allowed for 2020 if your modified adjusted gross income is more than \$124,000 but less than \$139,000. A partial contribution is allowed for 2021 if your modified adjusted gross income is more than \$125,000 but less than \$140,000. If you are married and filing jointly, you can make a full contribution to a Roth IRA if your modified adjusted gross income is less than \$193,000 in 2019. For 2020, you can make a full contribution if your modified adjusted gross income is less than \$196,000. For 2021, you can make a full contribution if your modified adjusted gross income is less than \$198,000. If your modified adjusted gross income is more than \$193,000 but less than \$203,000, a partial contribution is allowed in 2019. A partial contribution is allowed for 2020 if your modified adjusted gross income is more than \$196,000 but less than \$206,000. A partial contribution is allowed for 2021 if your modified adjusted gross income is more than \$198,000 but less than \$208,000. Adjusted gross income is defined in section

408A(c)(3). A partial contribution is allowed for 2021 if your modified adjusted gross income is more than \$198,000 but less than \$208,000. Adjusted gross income is defined in section 408A(c)(3).

2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the depositor and his or her spouse.

ARTICLE III

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

ARTICLE IV

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 V

1. If the depositor dies before his or her entire interest is distributed to him or her and the depositor's surviving spouse is not the designated beneficiary, the remaining interest will be distributed in accordance with paragraph (a) below or, if elected or there is no designated beneficiary, in accordance with paragraph (b) below:
 - (a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the depositor's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the depositor.
 - (b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the depositor's death.
2. The minimum amount that must be distributed each year under paragraph 1(a) above 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 designated beneficiary using the attained age of the beneficiary in the year following the year of the depositor's death and subtracting one from the divisor for each subsequent year.
3. If the depositor's surviving spouse is the designated beneficiary, such spouse will then be treated as the

depositor.

ARTICLE VI

1. The depositor agrees to provide the custodian with all information necessary to prepare any reports required by sections 408(i) and 408A(d)(3)(E), Regulations sections 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS).
2. The custodian agrees to submit to the IRS and depositor the reports prescribed by the IRS.

ARTICLE VII

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

ARTICLE VIII

This agreement will be amended as necessary to comply with the provisions of the Code, the related Regulations, and other published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the application.

ARTICLE IX

9.01 **Definitions** – In this part of this agreement (Article IX), the words “you” and “your” mean the depositor. The words “we,” “us,” and “our” mean the custodian. The word “Code” means the Internal Revenue Code, and “regulations” means the Treasury regulations.

9.02 **Notices, Delivery, Electronic Signature and Change of Address** –

CONSENT FOR ELECTRONIC DISCLOSURES UNDER THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT

The ROTH Account Application (Application) includes the Account Agreement provisions, the Fee Schedule and the ROTH IRA Custodial Account Disclosures documents together as one which have been presented to you 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.

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. 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.

Consent to Electronic Signature

By consenting to the terms and conditions of this Agreement, you agree that “Electronic signature” means an electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by me with the intent to sign the record. You understand that processes such as multifactor authentication serves as a valid, legal signature and confirm that Custodian may rely on and accept my electronic signature as a valid direction.

Withdrawal of Consent

You may contact us in any of the ways described below to withdraw your consent to receive any future communication electronically or to providing an electronic signature. Please refer to the Fee Schedule for any fee that may apply for paper copies. If you wish to receive electronic communications after you have withdrawn your consent or wish to begin using the electronic signature processes, please contact Horizon Trust Company at the phone number or address below.

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.”

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: Horizon Trust Correspondence, PO BOX 27068, Newark NJ 07101 or calling us at 888-205-6036. You may have to pay a fee for the paper copy unless charging a fee is prohibited by law.

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 by calling us, or by writing us at the address above, and we will provide an appropriate form for you to sign.

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 you. 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 your responsibility to notify the Custodian of any email address change or residential address change. We will not be held liable for any losses or damages if you have 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 signed.

9.03 Representations and Responsibilities

- a. *In General.* You represent and warrant to us that any information you have given or will give us with respect to this agreement is complete and accurate. Further, you agree that any directions you give us or action you take will be in compliance with applicable laws and proper under this agreement, and that we are entitled to rely upon any such information or directions. If we fail to receive directions from you regarding any transaction, if we receive ambiguous directions regarding any transaction, or if we, in good faith, believe that any transaction requested is in dispute, we reserve the right to take no action until further clarification acceptable to us is received from you or the appropriate government or judicial authority. We will not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act, or for our exercising our right to take no action until we have received further clarification acceptable to us, and you agree to reimburse and indemnify us for any loss we may incur as a result of such directions, actions, or failures to act. We will not be responsible for any penalties, taxes, judgments, or expenses you incur in connection with your Roth IRA. We have no duty to determine whether your contributions or distributions comply with the Code, regulations, rulings, or this agreement.

We may permit you to appoint, through written notice acceptable to us, an authorized agent to act on your behalf with respect to this agreement (e.g., attorney-in-fact, executor, administrator, and investment manager); we have no duty to determine the validity of such appointment or any instrument appointing such authorized agent. We will not be responsible for losses of any kind that may result from directions, actions, or failures to act by your authorized agent, and you agree to reimburse and indemnify us for any loss we may incur as a result of such directions, actions, or failures to act by your authorized agent.

You will have 60 days after you receive any documents, statements, or other information from us to notify us in writing of any errors or inaccuracies reflected in these documents, statements, or other information. If you do not notify us within 60 days, the documents, statements, or other information will be deemed correct and accurate, and we will have no further liability or obligation for such documents, statements, other information, or the transactions described therein.

By performing services under this agreement we are acting as your agent. You acknowledge and agree that nothing in this agreement will be construed as conferring fiduciary status upon us. We will not be required to perform any additional services unless specifically agreed to under the terms and conditions of this agreement, or as required under the Code and the regulations promulgated thereunder with respect to Roth IRAs. We may employ agents and organizations for the purpose of performing administrative or other custodial-related services with respect to your Roth IRA for which we otherwise have responsibility under this agreement, and the limitations on our duties to you under this agreement or otherwise will also apply with respect to each agent or organization so employed. You represent to us that if a mandatory distribution arises, you will have the means through your Roth IRA and/or other retirement accounts to meet any mandatory distribution requirements. You agree to release, indemnify, and hold us harmless for any and all claims, actions, proceedings, damages, judgments, liabilities, costs and expenses (including, without limitation, attorneys' fees) arising from or in connection with this agreement.

To the extent written instructions or notices are required under this agreement, we may accept or provide such information in any other form permitted by the Code or applicable regulations including, but not limited to, electronic communication.

- b. *Prohibited Transactions.* You understand that certain transactions are prohibited in Roth IRA plans under the Code, and specifically Code section 4975. You further understand that the determination of a prohibited transaction depends on the facts and circumstances that surround the particular transaction. You understand that we have no obligation or duty to make a determination, and accordingly will make no determination, as to whether any Roth IRA investment is prohibited. You further understand that should your Roth IRA engage in a prohibited transaction, you will incur a taxable distribution as well as possible penalties. You agree that we are not responsible for any losses, taxes, penalties, or any other consequences resulting from any investment or transaction that constitutes a prohibited transaction. You represent to us that you have consulted or will consult with your own tax or legal professional to ensure that none of your directions, instructions, transactions, or Roth IRA investments will constitute a prohibited transaction

and that your Roth IRA investments will comply with all applicable federal and state laws, regulations, and requirements.

- c. *Unrelated Business Income Tax (UBIT)*. Since your Roth IRA is a tax-exempt organization under the Code, if your Roth IRA earns income from an investment that uses debt financing or that is derived from a business regarded as not related to the exempt purpose of your Roth IRA, it may be subject to the so-called "unrelated business income tax" if it is in excess of permitted thresholds. For example, income from a Roth IRA investment in a partnership generally will result in unrelated business taxable income. In the event that your investment of Roth IRA assets results in taxable income (unrelated or debt-financed) under the Code (or other rules) for any taxable year, you agree to prepare or have prepared the applicable returns, an application for employer identification number (if not previously obtained), and any other documents that may be required, and to submit them to us for filing with the Internal Revenue Service (IRS) (or any other governmental entity), at least five days before the date on which the return is due for such taxable year, along with an appropriate payment directive authorizing us to execute the forms on behalf of your Roth IRA and to pay the applicable unrelated business income tax from your Roth IRA. You understand that we have no obligation or duty to prepare or have prepared such documents. You agree, however, that we may prepare any forms, returns, or other required documentation if you do not provide them in time. All taxes and the expenses incurred in preparing such documentation will be considered your Roth IRA's expense and may be debited from your Roth IRA. If your Roth IRA has insufficient liquid assets to pay these expenses, you may pay them yourself. Certain Roth IRA reimbursements are considered annual contributions. To ensure proper governmental reporting, you must inform us of any Roth IRA expense that you pay for outside your Roth IRA.
- d. *Listed Transactions and Reportable Transactions*. You understand that certain transactions are or may be identified by the IRS as abusive tax shelter schemes or transactions. You further understand that the determination of a listed or reportable transaction may depend upon the facts and circumstances that surround the particular transaction. We have no duty to make a determination as to whether any Roth IRA investment constitutes a listed or reportable transaction. You represent to us that you have consulted or will consult with your own tax or legal professional to ensure that any listed or reportable transactions engaged in by your Roth IRA are identified. You further represent and acknowledge to us that with respect to any listed or reportable transaction you are considered the entity manager who approved or caused your Roth IRA to be a party to the transaction and that you are responsible for: reporting each such transaction to the IRS, using the applicable IRS form; paying any applicable excise taxes, using the applicable IRS form; disclosing to us that such transaction was a prohibited tax shelter transaction; and directing us as to any necessary corrective action to be taken by your Roth IRA.
- e. *Passive Custodian Provides No Investment Advice*. From time to time, we may provide general investment information regarding the products we offer through various media including webinars, newsletters, social media posts, our website, and other forums, which you acknowledge and agree is not intended to be investment advice. Similarly, you acknowledge and agree that we may participate in events with other organizations in our industry, which is not and should not be interpreted as our endorsement of any of the participating organizations. You further acknowledge and agree that we are strictly a passive custodian and as such do not provide legal or tax services or advice with respect to your Roth IRA investments; and you release, indemnify, and agree to hold harmless and defend us in the event that any investment or sale of your Roth IRA assets pursuant to a Direction of Investment form violates any federal or state law or regulation or otherwise results in a disqualification, penalty, fine, or tax imposed upon you, your Roth IRA, or us.
- f. *Investment Conforms to All Applicable Securities Laws*. You represent to us that if any investment by your Roth IRA 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 you release and waive all claims against us for our role in carrying out your instructions with respect to such investment. You acknowledge that the foregoing representation is being relied upon by us in accepting your investment directions and you agree to indemnify us with respect to all costs, expenses (including attorneys' fees), fines, penalties, liabilities, damages, actions, judgments and claims arising out of such investment and/or a breach of the foregoing representation, including, without limitation, claims asserted by you.
- g. *Custodian Not Responsible for Insurance*. We will not bear or assume any responsibility to notify you about or to secure or maintain fire, casualty, liability, or other insurance coverage on any personal or real property held by your Roth IRA or that serves as collateral under any mortgage or other security instrument held by your Roth IRA with respect to any promissory note or other evidence of indebtedness. It is incumbent upon you as the Roth IRA owner to arrange for such insurance as you determine necessary or appropriate to protect your Roth IRA assets and to direct us in writing as to the payment of any premiums therefore. Furthermore it is your responsibility to determine that payment has been made upon your written request by verifying same with your Roth IRA statements. We will not be responsible for notification or payments of any insurance premiums, real estate taxes, utilities, or

other charges with respect to any investment held in your Roth IRA, unless you specifically direct us to pay the same in writing and sufficient funds are available to pay same from your Roth IRA. Furthermore, it is your responsibility to determine that payment has been made from the Roth IRA. You must use an appropriate Payment Directive form available from us within a sufficient period of time for such direction to be accomplished in accordance with our normal business practices (without regard to whether we have undertaken efforts to comply with such directive).

- h. *Fees.* We have the right to charge establishment, document, and custodial fees, as well as other designated fees (e.g., a transfer, rollover, or termination fee) for maintaining your Roth IRA. In addition, and as described in more detail in Section 9.09, we have the right to collect or otherwise receive as an additional fee any interest or other income earned or generated from any Uninvested Cash Funds (as defined in Section 9.09), and to be reimbursed for all reasonable expenses, including legal expenses, we incur in connection with the administration of your Roth IRA. We may charge you separately for any fees or expenses, or we may deduct the amount of the fees or expenses from the assets in your Roth IRA at our discretion. We shall not incur any liability from initiating the sale of assets to collect the fees and expenses. We reserve the right to charge any additional, reasonable fee to you after giving you 30 days' notice. Fees such as sub-accounting and other service fees may be paid to us or an associated business by third parties for assistance in performing certain transactions with respect to this Roth IRA. In addition, we or an associated business may receive other income from third parties in connection with performing such services or the purchase and sale of publicly traded securities, privately held securities, or any other assets that may or may not be deemed to be securities, which you may have directed us to purchase or sell.

Non-custodial fees and expenses (property management fees, property tax, etc.) associated with your Roth IRA or Roth IRA investments generally must be paid from the Roth IRA. Based on facts and circumstances, certain fees may be paid outside of your Roth IRA. We will not determine what fees may be paid outside of your Roth IRA. If you choose to pay any Roth IRA fees or expenses with assets outside of your Roth IRA, you represent to us that you have consulted with your tax or legal professional to make this determination.

- i. *All Invoices Are Due and Payable Upon Receipt.* If such charge cannot be paid from your Roth IRA assets (e.g., if your Roth IRA does not contain sufficient cash assets), we will submit an invoice to you for all outstanding fees and expenses plus any applicable invoice costs and late charges. Roth IRA expenses that you pay out of pocket may be considered regular Roth IRA contributions,

which are reported to the IRS and are subject to the annual contribution limitations. To collect such fees and/or expenses we may, and you expressly authorize us to, bill any credit card we have in our records related to your Roth IRA, collect from any Uninvested Cash Funds held in your Roth IRA, and/or liquidate sufficient investments in your Roth IRA in accordance with Section 9.16 of this Article to pay such fees and expenses.

Any brokerage commissions attributable to the assets in your Roth IRA will be charged to your Roth IRA. Any reimbursements to your Roth IRA for those commissions are considered Roth IRA contributions and are subject to the annual Roth IRA contribution limitations.

- j. *Interest and Earnings.* We may perform sub-accounting, recordkeeping, administrative or other services related to your Roth IRA, and for these services we retain and receive interest and other income from assets that you have not directed us to invest. This income includes amounts generated on the Uninvested Cash Funds that we deposit with other financial institutions.

- 9.04 **Limitation on Damages** – You agree that the entire liability of us and our officers, directors, employees, members, agents, licensors, subsidiaries, affiliates, parents and representatives (collectively, “Custodian Parties”), and your exclusive remedy in any cause of action based on contract, tort, warranty, negligence, or otherwise in connection with any services rendered pursuant to this agreement or otherwise furnished by us to you, shall be limited to the total fees paid by you to us.

UNDER NO CIRCUMSTANCES ARE WE OR ANY CUSTODIAN PARTIES SUBJECT TO OR LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR SIMILAR DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF SAVINGS, LOSS OF DATA, LOSS OF REVENUES AND/OR PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH ANY SERVICES RENDERED PURSUANT TO THIS AGREEMENT OR OTHERWISE FURNISHED BY US TO YOU, REGARDLESS IF SUCH DAMAGES ARE BASED IN CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE.

- 9.05 **TIME TO BRING LEGAL ACTION; TWO YEAR LIMITATIONS PERIOD** – An action for breach of this agreement, or any obligation arising therefrom, must be commenced within two years after the cause of action has accrued.

- 9.06 **Class Action Waiver – EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, REPRESENTATIVE OR CLASS MEMBER IN ANY PUTATIVE CLASS OR REPRESENTATIVE PROCEEDING.** The arbitrator will have no authority to arbitrate a class, collective, representative or group claim/action and will have no authority to make any determination as to the enforceability of this

agreement's class/collective action waiver. Further, unless you and the Custodian agree otherwise, the arbitrator will have no authority to consolidate your claims with any other claims, and may not otherwise preside over any form of a class or representative proceeding.

9.07 **Arbitration** – Any dispute, claim or controversy arising out of, in connection with or relating to the performance of this agreement or its termination, including the determination of the scope or applicability of this agreement to arbitrate, will be resolved by binding arbitration before a single arbitrator in the state of our principal place of business, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). To the extent that any of the provisions of this agreement conflict with the any AAA rules, the express provisions of this agreement will apply. The arbitrator will be a practicing attorney or retired judge with experience with Individual Retirement Accounts and the other subject matter(s) of the claim. The arbitrator's award will be final and binding on the parties, and judgment rendered thereon may be entered in any court having jurisdiction. The arbitration proceedings and arbitrator's award will be maintained by the parties and arbitrator as strictly confidential, except as is otherwise required by court order, or as is necessary to confirm, vacate or enforce the award, and for disclosure in confidence to the following representatives of a party that have a need to know and agree to keep such information confidential: attorneys, tax advisors and senior management. BY AGREEING TO THIS ARBITRATION PROVISION, YOU AND WE ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY.

9.08 **Disclosure of Account Information** – We may use agents, affiliates, and/ or subcontractors to assist in administering your Roth IRA. We may release nonpublic personal information regarding your Roth IRA to such providers as necessary to provide the products and services made available under this agreement, and to evaluate our business operations and analyze potential product, service, or process improvements. Horizon Trust as Custodian has a contractual agreement with DigitalIRA.com, LLC (DigitalIRA) to act as a third-party to service your cryptocurrency or gold IRA Account in conjunction with BitGo Trust Company, Gemini Trust, and/or Genesis Global Capital. You acknowledge DigitalIRA may change service providers at any time without notice Those services performed by DigitalIRA include but are not limited to client service, hosting of the client platform, administrative functions necessary to open the IRA and to facilitate the investment transactions including Video ID Verification. Your use of the third-party platform is governed by the separate Agreement. Any issues or errors arising out of the use of the third-party platform are the responsibility of third-party platform.

9.09 **Investment of Amounts in the Roth IRA**

a. *In General.* You have exclusive responsibility for and control over the investment of the assets of your Roth IRA. It is your responsibility as Account

Owner to consult with your legal, investment or tax advisor. All transactions will be subject to any and all restrictions or limitations, direct or indirect, that are imposed by any and all applicable federal and state laws and regulations; the rules, regulations, customs, and usages of any exchange, market, or clearing house where the transaction is executed; our internal policies, standards, and practices; and this agreement. After your death, your beneficiaries will have the right to direct the investment of your Roth IRA assets, subject to the same conditions that applied to you during your lifetime under this agreement (including, without limitation, Section 9.03). We will not exercise the voting rights and other shareholder rights with respect to investments in your Roth IRA unless you provide timely written directions acceptable to us according to our then current policies and procedures.

You will select the type of investment for your Roth IRA assets, provided, however, that your selection of investments must be limited to those types of investments that comport with our internal policies, practices, and standards and are deemed administratively feasible by us. We may, or an associated business may, in our, or their, sole discretion, make available to you additional opportunities, which may include publicly traded securities, mutual funds, money market instruments, and other investments that are obtainable by us, or an associated business, and that we, or such associated business, are capable of holding in the ordinary course of business.

b. *Custodian Acting in Passive Capacity Only.* We are acting as a passive, directed, and non-discretionary custodian in holding Roth IRA assets. Accordingly, we are not a fiduciary (as this term is defined in the Code, ERISA, or any other applicable federal, state or local laws) with respect to your Roth IRA, and you acknowledge and agree that we are not a fiduciary with respect to your Roth IRA.

It is not our responsibility to review the prudence, merits, viability or suitability of any investment directed by you or your investment advisors or to determine whether the investment is acceptable under ERISA, the Code or any other applicable law. We do not offer any investment advice, nor do we endorse any investment, investment product or investment strategy; and we do not endorse any investment advisor, representative, broker, or other party selected by you. We have no responsibility to question or otherwise evaluate any investment directions given by you or by any investment advisor or representative appointed by you.

It is your responsibility to perform proper due diligence with regard to any such investment, representative, investment advisor, broker or other party. We will follow the directions of any such investment advisor, representative, broker or other party selected by you, provided you furnish us with written authorization and documentation acceptable to us, which may include a legal opinion.

We will be entitled to all the same protections and indemnities in our reliance upon and execution of the directives of such investment advisor or other party as if such directives were given by you. We are under no obligation or duty to investigate, analyze, monitor, verify title to, or otherwise evaluate or perform due diligence for any investment directed by you or your investment advisor, representative or agent; nor are we responsible to notify you or take any action should there be any default or other obligation with regard to any investment. Any review performed by us with respect to an investment is solely for our own purposes of determining compliance with our internal policies, practices and standards, as we determine from time to time and the administrative feasibility of the investment and neither such review nor its acceptance should be construed in any way as an endorsement of any investment, investment company or investment strategy. We also have the right not to effect any transaction/investment that we deem to be beyond the scope of our administrative responsibilities, capabilities, or expertise or that we determine in our sole discretion does not comport with our internal policies, practices, or standards. We have no duty or obligation to notify you with respect to any information, knowledge, irregularities, or our concerns relating to your investment or your investment advisor, broker, agent, promoter, or representative, except as to civil pleadings or court orders received by us; nor are we responsible to notify you or take any action should there be any default or other obligation with regard to any investment. We will use reasonable efforts to acquire or sell investments in accordance with your directions within a reasonable period of time after we have received an investment direction, and we will make reasonable efforts to notify you if we are unable or unwilling to comply with an investment direction. Subject to the foregoing, we will remit funds as directed, but have no responsibility to verify or ensure that such funds have been invested to purchase or acquire the asset selected by you.

- c. *Investment Documentation.* In directing us with respect to any investment, you must use our Direction of Investment form or such other form acceptable to us. We may act upon any instrument, certificate, paper or transmission believed to be genuine and that is signed or presented by the proper person or persons whether or not by facsimile or other form acceptable to us. We are under no duty to make any investigation or inquiry as to any statement contained in any such communication, but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained. You authorize and direct us to execute and deliver, on behalf of your Roth IRA, any and all documents delivered to us in connection with your Roth IRA investments; and we have no responsibility to verify or determine that any such documents are complete, accurate, or constitute the documents necessary to comply with your investment direction.

You authorize and direct us to correct errors in investment titling without notice to you and to correct other minor clerical errors with telephone or email consent from you upon verification of your identity. We will retain electronic copies of documents related to your Roth IRA as described in Treasury Regulations section 1.408-2(e)(5)(vii) in our capacity as a recordkeeper and not as any type of safekeeping agent.

- d. *Uninvested Cash Funds.* From time to time you may deposit funds 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 Cash Funds"). All cash deposits are initially placed in one or more 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) and/or Treasury Notes, maintained by us, and your account is credited with all Uninvested Cash Funds the same business day they are received. You agree that if we receive no other instructions, Uninvested Cash Funds from your IRA shall be invested in account(s) of Custodian's choosing using a formula designed to maintain liquidity of the Uninvested Cash Funds.

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, including those laws and regulations related to FDIC insurance limitations.

We may adjust the formula for investment between the accounts or replace one or both of the accounts from time to time, but only after providing you with notice of the change. You will be deemed to have consented to this change and the continued investment of any Uninvested Cash Funds in the updated account, within 30 days from the date we send the investment change notice, unless you notify us in writing that you do not consent.

You understand and agree that we are entitled to retain as part of our compensation for the services we provide under this Agreement the excess between the earnings credited to your account and any interest or other income earned or otherwise generated from the Uninvested Cash Funds deposited in such accounts. We are not required to credit a percentage of these earnings back to your account but may choose to do so at Custodian's discretion. The amount credited back to your account will be at Custodian's discretion.

If we receive moneys 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.

Because the amounts held in our bank account overnight or disbursement account are invested on an omnibus basis and not segregated from other deposit funds, attributing an exact earnings or interest factor applicable to your specific IRA is not possible. What we earn on the float depends on numerous factors such as current interest rates, credit risk, the duration of a particular investment, and our current crediting rate. However, we anticipate that our earnings on the float will be at a rate similar to that of short term U.S. Treasury Notes, although the rate may differ from time to time.

9.10 Beneficiaries – If you die before you receive all of the amounts in your Roth IRA, payments from your Roth IRA will be made to your beneficiaries. We have no obligation to pay to your beneficiaries until such time we are notified of your death by receiving a valid death certificate.

You may designate one or more persons or entities as beneficiary of your Roth IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during your lifetime. Each beneficiary designation you file with us will cancel all previous designations. The consent of your beneficiaries will not be required for you to revoke a beneficiary designation. If you have designated both primary and contingent beneficiaries and no primary beneficiary survives you, the contingent beneficiaries will acquire the designated share of your Roth IRA. If you do not designate a beneficiary or if all of your primary and contingent beneficiaries predecease you, your estate will be the beneficiary.

If your surviving spouse is the designated beneficiary, your spouse may elect to treat your Roth IRA as his or her own Roth IRA, and would not be subject to the required minimum distribution rules. Your surviving spouse will also be entitled to such additional beneficiary payment options as are granted under the Code or applicable regulations.

We may allow, if permitted by state law, an original Roth IRA beneficiary (the beneficiary who is entitled to receive distributions from an inherited Roth IRA at the time of your death) to name successor beneficiaries for the inherited Roth IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during the original Roth IRA beneficiary's lifetime. Each beneficiary designation form that the original Roth IRA beneficiary files with us will cancel all previous designations. The consent of a successor beneficiary will not be required for the original Roth IRA beneficiary to revoke a successor beneficiary

designation. If the original Roth IRA beneficiary does not designate a successor beneficiary, his or her estate will be the successor beneficiary. In no event will the successor beneficiary be able to extend the distribution period beyond that required for the original Roth IRA beneficiary.

If we so choose, for any reason (e.g., due to limitations of our charter or bylaws), we may require that a beneficiary of a deceased Roth IRA owner take a total distribution of all Roth IRA assets by December 31 of the year following the year of death. Alternatively, the beneficiary may transfer the assets to a successor trustee or custodian.

9.11 Termination of Agreement, Resignation, or Removal of Custodian – Either party may terminate this agreement at any time by giving written notice to the other. However, your termination of this agreement will not be effective until such time as all outstanding fees, costs, indemnities, penalties, expenses, or payments due to us are paid. We can resign as custodian at any time effective 30 days after we send written notice of our resignation to you through email (if an email address was provided, otherwise such notice will be sent to you through U.S. mail). Upon receipt of that notice, you must make arrangements to transfer your Roth IRA to another financial organization. If you do not complete a transfer of your Roth IRA within 30 days from the date we send the notice to you, we have the right to transfer your Roth IRA assets to a successor Roth IRA trustee or custodian that we choose in our sole discretion, or we may pay or distribute your Roth IRA assets to you in a single sum or assignment. If we transfer your Roth IRA, the existing Roth IRA documents will govern your Roth IRA relationship with the new custodian or trustee unless the successor custodian/trustee notifies you in writing of any changes and/or requires new Roth IRA documents to be signed by you. We will not be liable for any actions or failures to act on the part of any successor trustee or custodian, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this section. If we terminate this agreement, we reserve the right to distribute your Roth IRA assets to you "in kind" instead of in cash. This will generally result in a taxable distribution and will be reported to the IRS and to you. If we distribute your Roth IRA assets in kind, we will not withhold federal or state income taxes. Instead, you understand and agree that we may deem you to have waived all federal and state income tax withholding on the distribution. You will still be responsible for all tax implications resulting from the distribution, and you agree not to hold us accountable for any such income tax withholding.

If this agreement is terminated, we may charge to your Roth IRA a reasonable amount of money that we believe is necessary to cover any associated costs, including but not limited to one or more of the following:

- Any fees, expenses, or taxes chargeable against your Roth IRA
- Any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your Roth IRA. After your Roth

IRA with us is closed, if there are additional assets remaining in or subsequently credited to your Roth IRA, we will seek to distribute or transfer such assets in accordance with your prior direction, but only after offsetting any applicable administrative expenses and custodial fees (according to our then operative fee schedule).

We may establish a policy requiring distribution of the entire balance of your Roth IRA to you in cash or property if the balance of your Roth IRA drops below the minimum balance required under the applicable investment or policy established.

9.12 **Successor Custodian** – If our organization changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if our entire organization (or any portion that includes your Roth IRA) is bought by another organization, that organization (or agency) will automatically become the trustee or custodian of your Roth IRA, but only if it is the type of organization authorized to serve as a Roth IRA trustee or custodian.

9.13 **Amendments** – We have the right to amend this agreement at any time. Any amendment we make, including those made to comply with the Code and related regulations, does not require your consent. You will be deemed to have consented to any other amendment unless, within 30 days from the date we send the amendment, you notify us in writing that you do not consent.

9.14 **Withdrawals or Transfers** – All requests for withdrawal or transfer will be in writing on a form provided by or acceptable to us. The method of distribution must be specified in writing or in any other method acceptable to us. The tax identification number of the recipient must be provided to us before we are obligated to make a distribution. Withdrawals will be subject to all applicable tax and other laws and regulations, including but not limited to possible early distribution penalty taxes, surrender charges, and withholding requirements.

You are not required to take a distribution from your Roth IRA at age 72. At your death, however, your beneficiaries must begin taking distributions in accordance with Article V and section 9.10 of this article. We will make no distributions to you from your Roth IRA until you provide us with a written request for a distribution on a form provided by or acceptable to us.

9.15 **Transfers From Other Plans** – We can receive amounts transferred to this Roth IRA from the trustee or custodian of another Roth IRA as permitted by the Code. In addition, we can accept rollovers of eligible rollover distributions from employer- sponsored retirement plans as permitted by the Code. We reserve the right not to accept any transfer or direct rollover.

9.16 **Liquidation of Assets; Grant of Security Interest Upon Default**

a. We have the right to liquidate assets in your Roth IRA if necessary to make distributions or to pay fees, expenses, indemnities, taxes, federal tax levies,

penalties, or surrender charges properly chargeable against your Roth IRA. If you fail to direct us as to which assets to liquidate, we will decide, in our complete and sole discretion, and you agree not to hold us liable for any adverse consequences that result from our decision.

b. If payment is not received on or before the due date listed on your invoice, a late fee will be assessed to your Roth IRA and a Past Due Notice will be issued to you. In the event you fail to pay any fees, costs, indemnities, penalties, expenses, or payments due to us required by your Account Agreement or otherwise, and upon issuance of the Past Due Notice, we reserve the right to proceed with the process for establishing a lien on and security interest in all of your rights, title and interests in such portion of the Roth IRA, the Uninvested Cash Funds and any other deposit, monies, accounts and other assets in such accounts or otherwise deposited with us at such time in an amount equal to the amounts necessary to pay in full such amounts then due to us, as collateral security for the prompt and complete payment of such unpaid fees or other amounts due and owing, to the maximum extent permitted by law or regulations, at our complete and sole discretion. Upon our providing you with notice through email (or through U.S. mail if no email address was provided) of our intent to pursue such security interest, you hereby authorize us to file all financing statements and other documents and take such other actions as may from time to time be necessary or desirable in our complete and sole discretion to perfect and to maintain the perfection and priority of such security interest and/or authorize us to liquidate the asset(s) without your prior approval and without any further notice. You understand and agree that pursuant to Code section 408(e) the portion of any Roth IRA funds pledged as collateral may be treated as distributed to you and subject to taxes, interest, and penalties, which you will be responsible for and agree to indemnify and hold us harmless therefrom. Such a deemed distribution may also trigger IRS Form 1099-R reporting, either when the lien is created or at some other required point.

We may, at our complete and sole discretion, liquidate sufficient asset(s) to cover outstanding fees plus one year's estimated fees, including the Account Termination Fee, and you agree not to hold us responsible for any adverse consequences that result from our decision. Upon receipt, such liquidated funds will first be applied to outstanding fees. Remaining balances, if any, will be placed into your Roth IRA. We have no liability for any adverse tax or other financial consequences as a result of liquidating your Roth IRA to cover the fees and charges. Roth IRAs with past due fees, unfunded Roth IRAs, and Roth IRAs with zero value will continue to incur administration and maintenance fees until such time as you notify us in writing of your intent to close the Roth IRA or of your wish that we resign. Should fees not be collected, we have the option to cease performing any functions,

including, but not limited to, processing investment transactions, until such time as all fees charged against the Roth IRA are fully paid. We may then close your Roth IRA and distribute all assets to you, which will be reported to the IRS on Form 1099-R and may subject you to possible taxes and penalties. In the event of non-payment, we may employ a collection agency to recover any unpaid fees or expenses. You will be personally liable for all Re-registration Fees, Late Fees, Account Termination Fees, and any other fees related to collection of fees, including but not limited to, third party fees incurred.

- 9.17 **Restrictions on the Fund** – Neither you nor any beneficiary may sell, transfer, or pledge any interest in your Roth IRA in any manner whatsoever, except as provided by law or this agreement.
- 9.18 **What Law Applies** – This agreement is subject to all applicable federal and state laws and regulations. If it is necessary to apply any state law to interpret and administer this agreement, the law of the state in which we are chartered will govern.
- If any part of this agreement is held to be illegal or invalid, the remaining parts will not be affected. Neither your nor our failure to enforce at any time or for any period of time any of the provisions of this agreement will be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.
- 9.19 **Valuations Policy** – Each year (and when you take Roth IRA distributions), we are required to report the fair market value (“FMV”) of the assets within your Roth IRA to the IRS. The IRS definition of FMV is the price at which the asset would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell, and both having a reasonable knowledge of the relevant facts. For additional guidance to determine FMV, please refer to the Code and to the Treasury Regulations.

You must provide us with a credible valuation of your Roth IRA assets at least annually no later than 30 days after we request the valuation in order for us to generate accurate IRS reporting. You may also direct us in writing to accept and report a credible valuation of the assets provided by another party or directly from the investment provider (hereinafter designee). We may report the FMV of your Roth IRA assets based on supporting documentation that you (or your designee) provide and that, in our sole discretion, we deem reasonable and applicable. We will not be responsible for verifying the accuracy of the FMV you or your designees provide to us. No material write-down of any prior valuation will be accepted without adequate supporting documentation and/or third-party valuation.

If you do not provide to us an acceptable Roth IRA valuation when required, you agree that we may, but are not required to, seek a valuation determination. The expenses incurred in preparing such a valuation will be considered your Roth IRA's expense and may be debited from your Roth IRA. If your Roth IRA has insufficient

liquid assets to pay these expenses, you may pay them yourself. Certain Roth IRA reimbursements may be considered annual contributions. To ensure proper governmental reporting, you must inform us of any Roth IRA expense that you pay for outside your Roth IRA. If we obtain a determination of the value of any asset in your Roth IRA for recordkeeping or reporting purposes, we will use reasonable, good faith efforts. Illiquid assets can be difficult to value accurately, particularly without sometimes costly and time-consuming appraisals. Therefore, we neither guarantee the appropriateness of the appraisal techniques that we used, nor do we assume responsibility for the accuracy of the valuations obtained.

At any point after you, or your designee, fail to provide an acceptable valuation of an asset for a period exceeding 12 months, we may, but are not required to, distribute the asset to you and issue an IRS Form 1099-R using the last acceptable valuation you provided to us (or the valuation that was originally provided), as appropriate, and we shall have no responsibility or liability for the tax, legal, or other consequences related to that distribution.

We may receive documentation from investment providers or asset holders regarding assets in your Roth IRA. We may, but are not obligated to, forward this information to you. It will remain your sole responsibility to request and ensure you receive all applicable documentation regarding your investments.

- 9.20 **Survival** – This Article IX, and any other provisions necessary to interpret the respective rights and obligations of the parties under this agreement, shall survive the expiration or termination of this agreement and any resignation or removal of us as custodian.

GENERAL INSTRUCTIONS

Section references are to the Internal Revenue Code unless otherwise noted.

PURPOSE OF FORM

Form 5305-RA is a model custodial account agreement that meets the requirements of section 408A. However, only Articles I through VIII have been reviewed by the IRS. A Roth individual retirement account (Roth IRA) is established after the form is fully executed by both the individual (depositor) and the custodian. This account must be created in the United States for the exclusive benefit of the depositor and his or her beneficiaries.

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

Unlike contributions to Traditional individual retirement arrangements, contributions to a Roth IRA are not deductible from the depositor's gross income; and distributions after five years that are made when the depositor is 59½ years of age or older or on account of death, disability, or the purchase of a home by a first-time homebuyer (limited to \$10,000), are not includible in gross income. For more information on Roth 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.

SPECIFIC INSTRUCTIONS

Article I – The depositor may be subject to a six percent tax on excess contributions if (1) contributions to other individual retirement arrangements of the depositor have been made for the same tax year, (2) the depositor's adjusted gross income exceeds the applicable limits in Article II for the tax year, or (3) the depositor's and spouse's compensation is less than the amount contributed by or on behalf of them for the tax year.

Article V – This article describes how distributions will be made from the Roth IRA after the depositor's death. Elections made pursuant to this article should be reviewed periodically to ensure they correspond to the depositor's intent. Under paragraph three of Article V, the depositor's spouse is treated as the owner of the Roth IRA upon the death of the depositor, rather than as the beneficiary. If the spouse is to be treated as the beneficiary and not the owner, an overriding provision should be added to Article IX.

Article IX – Article IX 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.