ForgeTrust

# SIMPLE IRA ACCOUNT APPLICATION

Contact Center: (800) 248-8447 | www.ForgeTrust.com

Complete one Account Application (this "Application") per individual, per account type. Each account established is self-directed and subject to the custodial fees as outlined in the Fee Schedule and Financial Disclosure.

To help the government fight money laundering and the funding of terrorism, federal law requires all financial institutions to obtain your name, date of birth, social security number, and address. We also ask for a government-issued ID before opening your account, to verify your identity.

Completing this form online using the DocuSign option will allow you to sign and submit electronically. If you complete this form manually, you must mail, fax, or email the account application with a physical/original signature and copy of your ID. Delivery method options are provided at the end of the form.

☐ **I attest that I have worked with my employer to complete all required IRS forms and plan documentation related to my SIMPLE IRA, including IRS Form 5304-SIMPLE.**

* indicates a required field

## 1. PERSONAL INFORMATION

Should we need contact you in regard to this request, your preferred method of contact is:

☐ Email

☐ Primary Phone

| First Name* | Middle Name | Last Name* | Suffix |
|---|---|---|---|
| Social Security Number* | Date of Birth* (MM/DD/YYYY) | Email* (your personal email only) | |
| Primary Phone* XXX-XXX-XXXX ◯ Cell ◯ Home ◯ Work | | Secondary Phone XXX-XX-XXXX ◯ Cell ◯ Home ◯ Work | |
| Citizenship* ◯ US Citizen ◯ Resident Alien ◯ Non-Resident Alien - Citizen of | | | |

## 2. LEGAL / RESIDENTIAL ADDRESS (*required field)

Legal/Permanent Address (Cannot be a PO Box, Mail Drop, or C/O.)

| Address* | | | |
|---|---|---|---|
| City* | State/Province* | Zip/Postal Code* | Country* |

Mailing Address (if different from Legal/Permanent Address)

| Address | | | |
|---|---|---|---|
| City | State/Province | Zip/Postal Code | Country |

## 3. IDENTIFICATION

Complete this section with the information contained on your **current** government-issued photo ID (Driver's License, Passport, etc). After your application has been received, a representative may contact you to confirm the information provided.

◯ If completing this form via paper or PDF, I will attach a legible copy of the ID noted above to my application form.

| Marital Status* (per Applicable Law) | ◯ Single | ◯ Married | ◯ Divorced | ◯ Widowed |
|---|---|---|---|---|

| Source of Wealth* | Select source of wealth | Other |
|---|---|---|

| Occupation* | |
|---|---|

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| | | |
|---|---|---|
| Are you a PEP (Politically Exposed Person)?* The term PEP refers to individuals who are or have been entrusted with a prominent public function, as well as to their immediate family members, and close associates. PEPs include political figures, executives of government-owned corporations, senior government officials, and members of the executive, legislative, administrative, military, and judicial branches of government. | ◯ Yes | ◯ No |

If yes, please explain.

## 4. BENEFICIARY DESIGNATION

Select the designation and type of beneficiary(ies), and provide the details requested. You must designate the share percentage each beneficiary is to receive, and the percentages must add up to 100% for each type of beneficiary, primary or contingent. For individuals, the Social Security Number and Date of Birth are required fields.

In community or marital property states, if married and anyone other than the spouse is named as primary beneficiary, the spouse must sign in the designated area at the end of the application, and the signature must be notarized.

| | | | | | |
|---|---|---|---|---|---|
| ☐ Primary<br>◯ Contingent | Relationship<br>Select relationship | | Name | | Share Percentage<br>% |
| | Social Security or Taxpayer ID | Date of Birth (MM/DD/YYYY) | Email | Phone | |
| | Address | | City | State | Zip |

| | | | | | |
|---|---|---|---|---|---|
| ☐ Primary<br>◯ Contingent | Relationship<br>Select relationship | | Name | | Share Percentage<br>% |
| | Social Security or Taxpayer ID | Date of Birth (MM/DD/YYYY) | Email | Phone | |
| | Address | | City | State | Zip |

| | | | | | |
|---|---|---|---|---|---|
| ☐ Primary<br>◯ Contingent | Relationship<br>Select relationship | | Name | | Share Percentage<br>% |
| | Social Security or Taxpayer ID | Date of Birth (MM/DD/YYYY) | Email | Phone | |
| | Address | | City | State | Zip |

| | | | | | |
|---|---|---|---|---|---|
| ☐ Primary<br>◯ Contingent | Relationship<br>Select relationship | | Name | | Share Percentage<br>% |
| | Social Security or Taxpayer ID | Date of Birth (MM/DD/YYYY) | Email | Phone | |
| | Address | | City | State | Zip |

If you would like to elect more than 4 beneficiaries, attach as many forms as needed or provide all details requested in a document to submit with this application.

## 5. ACKNOWLEDGEMENTS, SIGNATURE AND DATE (Account owner must sign and date)

As used herein, “Custodian” refers to Forge Trust Co., and “Administrator” refers to Forge Services, Inc.

I hereby acknowledge the following:

- All information provided in this application is correct.
- The retirement account I am establishing is self-directed and I am solely responsible for the investment decisions made in this account.
- Forge Trust Co. is the designated custodian of the account.
- I understand further documentation or information may be required for authorized individuals on my account or for certain entities, such as trusts, estates, corporations and partnerships. My account may be restricted or closed if the Custodian cannot obtain and verify this documentation and information. The Custodian will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if my account is restricted or closed.
- I have read and understand the IRA Custodial Agreement, Account Disclosures, and Fee Schedule and Financial Disclosure (collectively, the “Agreement”) that applies to the account I am opening with this Application, and that I agree to all terms and conditions on this Application and in the Agreement, as such Agreement may be amended from time to time

- I am responsible for paying any transaction fees my bank may charge in connection with transactions involved in opening, maintaining and transacting in this account. I understand the Fee Schedule may change from time to time. I agree to be responsible for those fees and charges that apply to my account
- My investments are: (a) not insured by the Federal Deposit Insurance Corporation (FDIC) or any other federal or state deposit guaranteed fund; (b) not guaranteed by the Custodian, its subsidiaries, parent, and/or agents; and (c) are subject to investment risk, including the possible loss of the entire amount invested.
- Certain investments or classes of investments may pose administrative burdens and, therefore, the Custodian and/or Administrator reserve the right, in each such entity's respective sole discretion, not to process or accept such investments. The decision not to act upon investment directions which the Custodian and/or Administrator determines to be unacceptable for administrative reasons should in no way be construed as a determination concerning the prudence or advisability of investing in the asset.
- My account is subject to an arbitration provision that appears in the IRA Custodial Agreement.
- I hereby give my consent to the Custodian and/or Administrator to the following: (a) have my telephone conversations recorded, (b) accept email as a form of written communication and (c) accept faxed accout and investment authorizations.
- I hold harmless, protect and indemnify the Custodian and Administrator from and against any and all liabilities, losses, damages, expenses and charges, including but not limited to attorney's fees and expenses of litigation, which the Custodian and Administrator may sustain resulting directly or indirectly from (i) my investment direction, or those received from my authorized financial representative and/or agent, with respect to my account, (ii) my failure to satisfy any Internal Revenue Service requirements concerning my account, or (iii) any action of, or act or omission by Custodian or Administrator based on instructions from, a third party using my name, User ID and/or password.
- Hereby (a) adopt and establish this account with Forge Trust Co., or its successors, as custodian, (b) understand that the Agreement and this Application comprise my entire contractual agreement with the Custodian, (c) confirm that I have received, read and agree to the terms and conditions contained in the Agreement for the type of account I selected in Section 1 of this Application, (d) confirm that I have received, read and agree to the terms and conditions of the appropriate financial disclosure statement provided by Custodian and IRS Publication 590, (e) acknowledge receipt of the Fee Schedule associated with this Application, (f) confirm that I have received a copy of the Custodian's privacy notice at https://forgeglobal.com/privacy-notice/ and understand that the Custodian will handle the daily administration of the account.
- If this Application is to transfer to Forge Trust Co., as successor custodian, the assets of an existing IRA or other retirement account, I understand that the appointment of Forge Trust Co. as successor Custodian will be effective upon receipt of all the assets from the predecessor custodian. Further, I understand that the Custodian expressly does not assume or incur any liability by reason of, or have a duty or responsibility to inquire into or take action with respect to, any acts performed or omitted to be performed by the predecessor custodian/trustee of the account. I understand that this transfer may take three weeks or longer.
- The Custodian has no obligation to locate or notify any beneficiary or to independently verify any information submitted by any person claiming an interest in my account.
- If I do not properly name a beneficiary, or no beneficiary survives me, my beneficiary will follow the rules of succession outlined in the Agreement.
- If I am married and live in a community property state and I designate anyone other than my spouse as beneficiary, my designation cannot be accepted without my spouse's notarized signature.
- When my assets are distributed to my beneficiaries, fractional shares that cannot be distributed in accordance with my instructions will instead be given to the beneficiary receiving the largest percentage of the account's assets or, if each beneficiary is receiving an equal percentage, to the last paid beneficiary.
- Acceptance of my Application will be indicated by a Letter of Acceptance from the Custodian.
- I am at least 18 years old and of sufficient legal age to enter into this Agreement in my state of residence.
- If my account activity is being serviced (e.g., addressing of client questions, provision of client information to Custodian) by a third-party, the Custodian has authorization to provide account and asset information to the third-party for purposes of such servicing.
- If a third-party is paying fees associated with this account and such third-party fails to pay such fees timely, I am responsible to pay all fees then due on my account and going forward.
- I will receive a quarterly account statement from the Custodian.
- And confirm that assets to be transferred into my account do not include any illegal or impermissible investments under South Dakota or federal law, including, but not limited to, holdings of marijuana or other illegal substances, illegal gambling, or illegal artifacts. I further confirm that the account will not will not hold or engage in transactions involving illegal holdings, and, should the account ever come to hold an illegal or impermissible investment under South Dakota or federal law, I will immediately notify the Custodian.
- Authorize Custodian to make electronic payments on this account by initiating credit or debit entries to a bank account according to instructions from me or any other owner or authorized party. This authorization may be revoked only by me providing written notice of revocation to the Custodian in such time and manner as to afford the Custodian a reasonable opportunity to act upon it.
- Neither the Custodian nor Administrator will be liable for any loss, expense, or cost arising out of my instructions or those of any other owner or authorized party with respect to my account, provided that it has instituted reasonable procedures to prevent unauthorized transactions.
- The Custodian and its representatives do not provide tax, legal or investment advice; that the Account is self-directed; and I assume full responsibility for transactions in the account. The Custodian is not responsible for and does not guarantee the products, services or performance of any self-directed investment. I release and agree to indemnify and hold harmless the Custodian, its divisions, officers, employees, directors, representatives, owners, affiliates, successors, and assigns from liability for any adverse consequences that may result from any transaction.
- I must register online to receive online access to my account, and by registering for and using the Custodian's online account service, I agree to the terms stated in this Agreement and the Online Account Access Request Terms and Conditions.
- I will accept electronic delivery of all statements, notices and documents if available and permitted by applicable law.
- I will keep confidential the password that I will be given to access the Custodian's online account service, and the Custodian is not responsible for any breach of security caused by my failure to maintain the confidentiality of my password.
- The Custodian has no obligation to confirm the identity of any person using my User ID and password to access the Custodian's online account service. If I intend to revoke my authorization of any third party that has gained access to my User ID and password, I will immediately change my password.
- If I believe my User ID and password have been lost or stolen or used without my permission, I will contact the Custodian's security operations at passwordsupport@ForgeTrust.com or call (800) 248-8447 during regular business hours.

- The Custodian expressly discourages me from sending personal, business, financial or account information via email. If I choose to send email messages to the Custodian or Administrator that contain confidential information, I understand that I do so entirely at my own risk, and I am responsible for any loss or damages that occur if I communicate such confidential information by email.
- If I am not a US person, I am submitting IRS Form W-8 BEN with this application to certify my foreign status and, if applicable, to claim tax treaty benefits.

**I declare under penalty of perjury that the foregoing is true and correct.**

| Account Owner Signature<br>X | Date (MM/DD/YYYY) |
|---|---|
| Spouse Signature**<br>X | Date (MM/DD/YYYY) |

***Only required in community or marital property states, if anyone other than the spouse is named as primary beneficiary. I acknowledge that I am the spouse of the above-named account holder and do hereby give them any interest that I have in the funds or property in this account and consent to the beneficiary designation(s) indicated above. I assume full responsibility for any adverse consequences that may result. No tax or legal advice was given to me by the Custodian, Administrator, or either of their agents or representatives.*

Please sign and submit additional documents as required.

## 6. SPOUSE'S BENEFICIARY CONSENT (Required only if the spouse is not the only primary beneficiary AND you reside in a community property state.)

By signing below, you:

- agree to the designation of the beneficiary(ies) on this form
- understand that you are allowing those beneficiary(ies) to receive assets that would otherwise be paid to you

| Print Spouse Name | |
|---|---|
| Spouse's Signature<br>X | Date (MM/DD/YYYY) |

**If needed, attach the acknowledgement form appropriate for your state.**

**Acknowledgment of Notary Public** *Must be a U.S. Notary. Foreign notary or consular seals may NOT be substituted.*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On this _____ day of _____, 20___, before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature of Notary

Seal

_____

## DELIVERY INSTRUCTIONS

**Email**
newaccounts@ForgeTrust.com

**Fax**
(650) 745-2902

**Regular mail**
Forge Trust Co.
PO Box 2048
San Francisco, CA 94126

**Overnight mail**
Forge Trust Co.
4 Embarcadero Ctr, Floor 15
San Francisco, CA 94111

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# REPRESENTATIVE AUTHORIZATION

Contact Center: (800) 248-8447 | www.ForgeTrust.com

**You must complete this authorization form to add a Representative to your account or to update/remove a Representative's access.**

**This form does not authorize your Representative to execute any transactions on your behalf, nor does it authorize them to give us verbal confirmations regarding investments, distributions and expense payments on your behalf.**

## 1. PERSONAL INFORMATION (*required field)

| First Name* | Middle Name | Last Name* | Social Security Number* (last 4 digits) |
|---|---|---|---|
| Date of Birth* (MM/DD/YYYY) | Phone* XXX-XXX-XXXX | Email (your personal email only) | |
| Account Number* | ☐ Apply this designation to all accounts I own with Forge Trust Co. | | |

## 2. ADD A REPRESENTATIVE TO MY ACCOUNT (*required field)

| Relationship* (Attorney, Relative, Investment Advisor, Broker, CPA etc.) | Representative First Name* | Representative Last Name* |
|---|---|---|

| Firm/Company Name* (put N/A if no entity associated) | Representative Email* | Firm Phone xxx-xxx-xxxx | Firm Fax xxx-xxx-xxxx |
|---|---|---|---|

| Representative Phone* XXX-XXX-XXXX | Address* |
|---|---|

| City* | State/Province* | Zip/Postal Code* | Country* |
|---|---|---|---|

### For Registered Brokers and Investment Advisors:

| Firm CRD/SEC # | Representative CRD# |
|---|---|

### Authorization & Acknowledgment

By signing Section 4 below, I hereby authorize Forge Trust Co. as Custodian, and their affiliates, to allow the aforementioned Representative to:

- Access my account information, including copies of my account statements, tax filings and online account information.
- Contact Forge Trust Co. to discuss my account holdings and activity.
- Receive email notifications from Forge Trust Co. regarding my account.

I hereby acknowledge that the aforementioned Representative does not have the authorization to execute any transactions on my behalf without a Power of Attorney.

## 3. REMOVE A CURRENT REPRESENTATIVE (Complete this section only if you wish to remove a representative from your account)

| Name of Current Representative | ◯ I wish to remove the named Representative from my account. | ◯ I wish to replace the above-named Representative with the person named in Section 2. |
|---|---|---|

## 4. SIGNATURE

| Account Owner Signature<br>X | Date (MM/DD/YYYY) |
|---|---|

Please sign and submit additional documents as required.

## DELIVERY INSTRUCTIONS

**Email**
newaccounts@ForgeTrust.com

**Fax**
(650) 745-2902

**Regular mail**
Forge Trust Co.
PO Box 2048
San Francisco, CA 94126

**Overnight mail**
Forge Trust Co.
4 Embarcadero Ctr, Floor 15
San Francisco, CA 94111

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# REPRESENTATIVE ONLINE ACCOUNT ACCESS REQUEST

Contact Center: (800) 248-8447 | www.ForgeTrust.com

**This form is to be completed by designated Representatives only. Complete this form if you wish to gain online access to all your clients' accounts (current and future).**

## 1. REPRESENTATIVE IDENTIFICATION (*required field)

| Representative First Name* | Representative Last Name* | Firm/Company Name* |
|---|---|---|
| Phone* XXX-XXX-XXXX | Representative Email* | |

## 2. EMAIL NOTIFICATION SERVICE

Once you are designated as a Representative, you will be copied on all automated email notifications sent to the client

Our email notification service serves to keep you and your clients abreast of account activity such as: (1) when an account is established, (2) when a Transfer Authorization request is forwarded to the client's financial institution, and (3) when a cash deposit is received, and whether or not there are sufficient funds in the account to fulfill a pending investment and/or disbursement request.

## 3. REPRESENTATIVE ONLINE ACCOUNT ACCESS ACCEPTANCE

I hereby request online account access to ALL account(s) (both current and future) whose account holders have authorized me to have access to their accounts for review purposes. By signing below, I acknowledge, on behalf of myself and all users authorized by me (individually and collectively referred to herein as "I"), that:

- I must register online to receive online access to my account, and by registering for and using the Custodian's online account service, I agree to the terms stated in this Agreement and the Online Account Access Request Terms and Conditions.
- I will keep confidential the password that I will be given to access the Custodian's online account service, and the Custodian is not responsible for any breach of security caused by my failure to maintain the confidentiality of my password.
- The Custodian has no obligation to confirm the identity of any person using my User ID and password to access the Custodian's online account service. If I intend to revoke my authorization of any third party that has gained access to my User ID and password, I will immediately change my password.
- If I disclose my User ID and password to a third party, I hereby indemnify and hold Forge Trust Co. harmless for any action or instruction of such third party in my name.
- If I believe my User ID and password have been lost or stolen or used without my permission, I will contact Forge Trust Co. security operations at passwordsupport@ForgeTrust.com or call (800) 248-8447 during regular business hours.
- The Custodian expressly discourages me from sending personal, business, financial or account information via email. If I choose to send email messages to the Custodian or Administrator that contain confidential information, I understand that I do so entirely at my own risk, and I am responsible for any loss or damages that occur if I communicate such confidential information by email.

## 4. REPRESENTATIVE SIGNATURE

| Representative Signature | Date (MM/DD/YYYY) |
|---|---|
| X | |

Please sign and submit additional documents as required.

## DELIVERY INSTRUCTIONS

**Email**
newaccounts@ForgeTrust.com

**Fax**
(650) 745-2902

**Regular mail**
Forge Trust Co.
PO Box 2048
San Francisco, CA 94126

**Overnight mail**
Forge Trust Co.
4 Embarcadero Ctr, Floor 15
San Francisco, CA 94111

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# ACCOUNT DISCLOSURE

Contact Center: (800) 248-8447 | www.ForgeTrust.com

**This disclosure will provide you with information about your Self-Directed account and your requirements for managing the account.**

## 1. SELF-DIRECT ACCOUNT OVERVIEW (Please refer to the Custodial Agreement for more detailed information about your account)

- **ACCOUNT IS "SELF-DIRECTED"** You (the grantor of the account) are solely responsible for giving Forge Trust Co. directives to take any action on behalf of the account. The assets selected for investment are solely your responsibility. This requires that you assure yourself of the financial soundness and appropriateness of the investment for your account and retirement objectives.
- **ACCOUNT FEES** You have agreed, by opening an account with Forge Trust Co., to pay all fees and charges that are made against your account. Forge Trust Co. will advise you of any fees due and unpaid with your quarterly account statement. These fees are due upon presentment and if no cash is available in your account, Forge Trust Co. may liquidate assets within the account to satisfy these obligations.
- **ACCOUNT INFORMATION** You have the responsibility to provide certain information about your account and investments to Forge Trust Co. to allow us to properly complete any required reporting to the Internal Revenue Service or other governmental agencies. If any of the information you provide is not sufficient to complete Forge Trust Co.'s obligations to the Internal Revenue Service or any other governmental agency, you will be notified of such deficiencies. After allowing you to correct the deficiencies, Forge Trust Co., at its sole discretion, will determine the sufficiency of the information and if insufficient, distribute the account assets to you. Future changes in Internal Revenue Service regulations or other laws and regulation may require further action by you to allow Forge Trust Co. to continue to maintain any specific asset within your account.
- **ACCOUNT TERMINATION** If you desire to terminate your account, you must provide Forge Trust Co. with a written directive and ensure that all fees are paid prior to the transfer of assets, final termination and closing of your account.
- **HOLD HARMLESS** You agree to hold harmless, protect and indemnify Forge Trust Co. from and against any and all liabilities, losses, damages, expenses and charges, including but not limited to attorney's fees, penalties and expenses of litigation, which Forge Trust Co. may sustain or might sustain resulting directly or indirectly from your account or investments within the account.

## 2. INVESTMENT SELECTION AND PERFORMANCE

- **SELF-DIRECTED INVESTMENTS** Neither Forge Trust Co., its employees or agents, nor any affiliate of Forge Trust Co. has recommended or directed any specific investment for your consideration. Neither Forge Trust Co., its employees or agents, nor any affiliate of Forge Trust Co. has acted in the capacity as an investment advisor or broker-dealer of any purchase or sale of an investment of a security for you, though with your direction Forge Trust Co. may purchase or sell a publicly-held security on your behalf, either directly or through any affiliate or entity that receives a commission for such a transaction.
- **ASSET PERFORMANCE** The performance of your investment selection, any gain, loss or income, will also be your sole responsibility. Forge Trust Co. is in no way responsible for, or liable for the performance or results of your investments.
- **NON-ENDORSEMENT** Forge Trust Co. does not endorse any investment made by you, or provide any investment advice to you about your investments. Forge Trust Co.'s review of investments is for the sole benefit of Forge Trust Co. for the purpose of determination of administrative and legal feasibility of the investment and should not be construed as an endorsement or opinion of any investment, investment company, or investment strategy. Forge Trust Co. does not endorse any broker, financial advisor, investment advisor, or other party involved with the investments chosen by you. You understand it is your duty to perform proper and full due diligence with regard to any such broker, financial advisor, investment advisor or other party.
- **NO DUTY TO INVESTIGATE INVESTMENTS** Forge Trust Co. holds no duty or obligation to investigate any investment. Forge Trust Co. is under no duty or obligation to examine, observe, verify title to or otherwise evaluate any potential investment considered or authorized by you, nor is it the duty of Forge Trust Co. to obtain or maintain any insurance coverage with respect to any asset or investment purchased by you. Forge Trust Co. is under no obligation or responsibility to take action should there be any default regarding your investment or account.
- **NO DUTY TO REVIEW INVESTMENTS** You understand and acknowledge that you have the sole responsibility for any taxes, penalties or other fees and/or expenses associated with your actions or inactions. It is your sole responsibility and duty to review the merits, legitimacy, or viability of any investment you make. It is not Forge Trust Co.'s responsibility to review merits, legitimacy, or viability of any investment made by you; nor is it the duty of Forge Trust Co. to determine whether the investment is acceptable under ERISA, the Internal Revenue Code or any other applicable state or federal law. You understand and acknowledge that certain transactions are prohibited in self directed individual retirement accounts as outlined in Section 4975 of the Internal Revenue Code. Further, you understand that prohibited transactions depend on the facts and circumstances that surround the particular transaction. Forge Trust Co. is under no obligation to investigate, determine or inform you whether an investment is prohibited. You understand and acknowledge that you are responsible for determining that any investment you make complies with all relevant statutes, rules and regulations, and laws.
- **NON-FDIC-INSURED INVESTMENTS** Your investments are non-FDIC-insured and subject to loss in value. Your investments may involve a substantial risk, may lack liquidity, and may result in a total loss of the investment. You acknowledge and confirm that all risk and loss sustained in your Retirement Account will not affect your retirement income standard; and if a mandatory distribution arises, that you will meet any mandatory distribution requirements by utilizing your IRA and/or other retirement accounts.

## 3. VALUATION

- **ANNUAL VALUATION** If Forge Trust Co. is unable to obtain an annual valuation for any asset within your account, you will ensure that an annual statement of the fair market value is provided to Forge Trust Co. in a timely manner.
- **THIRD PARTY VALUATION** Forge Trust Co. will require a third-party fair market valuation at the time of any taxable distribution, such as a Roth conversion, account holder distribution or required minimum distribution. You will ensure that a licensed professional (CPA, appraiser, etc) knowledgeable about the particular investment will provide such a valuation.

## 4. UNRELATED BUSINESS TAXABLE INCOME (see IRS Publication 590 for further information)

- If your IRA conducts an active trade or business, or invests in a partnership or limited liability company (LLC) taxed as a partnership that conducts an active trade or business, or if the IRA or a partnership or LLC taxed as a partnership in which the IRA invests realizes investment gains through debt-financing, the IRA may have

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"unrelated business taxable income (UBTI)."

- Unrelated business taxable income, net of any allowable deductions, in excess of $1,000 in any year may be taxable to your IRA. Applicable taxes are an expense of your IRA and must be paid with IRA funds. Forge Trust Co. may, at its sole discretion, liquidate any assets in your IRA to pay such taxes if Forge Trust Co. is notified of a tax deficiency by the IRS. You agree and acknowledge that assets will be liquidated as selected by Forge Trust Co. Subject to the contribution rules and limits, you may be able to contribute funds to your IRA to pay taxes in order to avoid liquidation of an asset. For any year that your IRA has unrelated business taxable income, before deductions, of more than $1,000, you must prepare or have prepared on your behalf any required tax returns or forms, both Federal and State, including Internal Revenue Service Form 990-T. Forge Trust Co. is not responsible for preparing any return. You agree to prepare or have prepared these required Federal and state tax forms and submit all necessary forms to Forge Trust Co. for filing at least ten (10) days prior to the date on which they are due. Your account must have enough cash to pay the taxes, if any.

## 5. PROHIBITED TRANSACTIONS (see IRS Publication 590 for further information)

You understand and acknowledge that should you direct your self-directed individual retirement account(s) to engage in a prohibited transaction the account will incur a taxable distribution as well as possible penalties. Prohibited transactions are defined in IRC 4975. You acknowledge to Forge Trust Co. and confirm that you have consulted with, and in each successive investment will again consult with, your own legal and accounting advisor(s) to ensure that the investment(s) you make does not constitute a prohibited transaction, and that the investment(s) you make complies with all applicable federal and state laws, regulations and requirements, including but not limited to you determining that each interested entity and/or individual in your investment is not a disqualified person under IRC 4975 (e)(2), nor a "party in interest" as defined in ERISA Section 3(14).

You understand and acknowledge that your IRA can lose its exemption from federal income tax if the individual establishing the IRA or an IRA beneficiary engages in a "prohibited transaction." If any other "disqualified person" engages in a prohibited transaction with your IRA, he or she will be subject to an excise tax equal to 15% of the amount involved each year until the transaction is corrected.

A Disqualified Person may be any of the following:

- You, the owner of the plan (IRA);
- A member of your family (i.e., your spouse, ancestors, lineal descendants and their spouses);
- The custodian of the plan;
- Any person providing services or is a fiduciary to the plan;
- Any corporation, partnership, trust, or estate in which you own (either direct or indirect) 50% or more;
- An officer, director, 10% or more shareholder, or highly compensated employee of the 50% or more owned entity described above.

Prohibited transactions generally include, but are not limited to, any direct or indirect:

- Sale, exchange or lease of any property between the IRA and disqualified person;
- Lending of money or any other extension of credit between the IRA and a disqualified person;
- Furnishing of goods, services or facilities between the IRA and a disqualified person;
- Transfer to or use for the benefit of a disqualified person the income or assets of the IRA;
- Act by a disqualified person who is a fiduciary whereby he or she deals with the income or assets of the IRA in his or her own interest or for his or her own account; and,
- Receipt of any consideration for the personal account of any disqualified person who is a fiduciary dealing with the IRA in connection with a transaction involving the income or asset of the IRA.

If the IRA loses its tax exemption because of a prohibited transaction, the fair market value of the IRA assets (net of any nondeductible contributions remaining in the IRA) as of the first day of the year of the transaction must be included in your gross income for the taxable year in which the loss of exemption occurs. If this takes place before you have attained age 59½, you will also be subject to the 10% premature distribution penalty tax on the amount so included in gross income unless there is an applicable exception. If you pledge any part of your IRA as security for a loan, the part so pledged will be treated as a distribution in the taxable year in which the pledging occurs and will be taxed accordingly.

## 6. ADDITIONAL DISCLOSURES (Please refer to the Custodial Agreement for additional information about your account)

- **INDIVIDUAL RETIREMENT ACCOUNT AND ROTH INDIVIDUAL RETIREMENT ACCOUNT INFORMATION** Additional information can be obtained from IRS Publication 590-A and 590-B, which is available at the IRS website www.irs.gov.
- **FORGE TRUST CO. IS NOT AN AGENT** Forge Trust Co. does not represent nor act in the capacity of agent of any investment or other entity in which you may invest. Any promoter, broker, financial advisor, investment advisor, or other party involved in the purchase and sale of your investment is understood and acknowledged by you to be your own agent and representative and not the agent or representative of Forge Trust Co. Further, you understand and acknowledge that Forge Trust Co. does not represent nor act in the capacity as an agent of any investment program or other entity in which you may invest; and any promoter, broker, financial advisor, investment advisor, or other party involved in the purchase or sale of your investment will be understood to be your own employee, agent and representative and not the agent or representative of Forge Trust Co. Forge Trust Co.'s capacity is to act solely as a passive custodian to hold Retirement Account assets. Forge Trust Co. is not bound by or responsible for any representation, statements, warranties, or commitments made by such parties. Forge Trust Co. holds no responsibility or duty to make recommendations or investigations as to your choice of agent. Forge Trust Co. has no responsibility to inquire into any investment direction or instruction given to Forge Trust Co. by you, your employees, agents, or financial representative(s).
- **DOES NOT PROVIDE LEGAL/TAX ADVICE OR SERVICES** You understand and acknowledge that Forge Trust Co. does not provide you with legal or tax advice or services with respect to your investment. You release, indemnify, and agree to hold harmless, and defend Forge Trust Co. in the event that your investment, or purchase or sale of assets, related to your Forge Trust Co. Account violates any federal or state law or regulation or otherwise result in a disqualification, penalty, fine or tax imposed upon the Account, Forge Trust Co. or its employees, agents, affiliates, or assigns.
- **NOT LIABLE FOR ACCURACY OF STATEMENTS WITHIN DOCUMENTS** Forge Trust Co. is under no duty to investigate or inquire as to any statement contained within any instrument, certificate, or paper provided by you to Forge Trust Co., but Forge Trust Co. may accept the same as conclusive evidence of the truth and accuracy of the statements contained therein. Forge Trust Co. shall be free of all liability and fully protected by you when acting upon any document believed to be genuine and to be signed or presented by the proper person(s) by facsimile or other copy.
- **LIMITED DUTIES OF FORGE TRUST CO.** By signing this agreement you understand and agree that Forge Trust Co. is only required to comply with investment directions given by you to purchase, retain and/or sell assets obtainable by Forge Trust Co. on a recognized exchange or otherwise, including without limitation, bank deposits, real property, promissory notes, and other indebtedness, mortgages, securities, interests in partnerships and limited liability companies, accounts receivable, securities, interest, etc.; and it is at the sole discretion of Forge Trust Co. to determine the administrative and operational requirements of the investment. Forge Trust Co. is not required to notify you regarding any information, knowledge, irregularities or concerns of Forge Trust Co. relating to your investment or your financial advisor, broker,

agent, promoter or representative, except as to civil pleadings or court orders received by Forge Trust Co. Forge Trust Co. will adhere to your directions within a reasonable period of time of receipt of investment directions as to the purchase or sale of investments. Forge Trust Co. has no duty or responsibility to disperse any payment for your investment without your express direction. You agree to furnish Forge Trust Co. with payment instructions and acknowledge that it is your responsibility to ensure delivery of all notices regarding your investments. Forge Trust Co. has no responsibility to forward such notifications to you. Forge Trust Co. shall make reasonable efforts to notify you if Forge Trust Co. is unable or unwilling to comply with an investment direction(s) given by you. Forge Trust Co. shall, subject to the foregoing, remit funds as directed, but has no responsibility to verify or ensure that such funds have been invested to purchase or acquire the asset selected by you. You consent to the fee schedule of Forge Trust Co. as in effect and as may be modified from time to time. You acknowledge and consent to Forge Trust Co. placing all un-invested cash funds in an account chosen by Forge Trust Co. until Forge Trust Co. receives further direction from you. You acknowledge and understand that valuations of illiquid assets (e.g., assets that are not traded on a public exchange) are generally reported at cost, or values provided to us by issuers, program sponsors, Account owners or estimates of value. You understand that these values are only for guidance or reporting purposes and should not be deemed an accurate representation of the liquidation value of an asset.

- **LIABILITY FOR "SECURITY" INVESTMENTS** You acknowledge and represent to Forge Trust Co. that under applicable federal and state securities law, any investment you hold to be a "security" has been registered or is exempt from registration; you release and waive all claims against Forge Trust Co. for its role in carrying out your instruction with respect to any related investment directives and investments. In accepting your direction of investment, Forge Trust Co. relies solely on the representation provided by you. You agree to indemnify Forge Trust Co. with respect to all costs and expenses, including: attorneys' fees, court fees, fines, penalties, liabilities, damages, actions, judgments, claims arising out of such investment, and/or breach of the foregoing representation.
- **LIMITED RESPONSIBILITIES** Forge Trust Co.'s responsibilities and duties shall be limited to those explicitly provided to you by Forge Trust Co., including but not limited to your IRA custodial account agreement and/or other Forge Trust Co. documents as provided or as may be required. Forge Trust Co. shall have no liability to you regarding negligence, breach of fiduciary duty or otherwise. Forge Trust Co. is only liable for a breach of the terms of the documents and agreements as may be in effect at such a time, or otherwise. Any suit filed against Forge Trust Co. arising out of or in connection with its position as Forge Trust Co. of your Account(s) shall only be instituted in the court(s) as set forth herein or other Forge Trust Co. documents provided to you; and, you knowingly and voluntarily agree to submit to such jurisdiction.

## 7. ACKNOWLEDGMENT

By opening an account with Forge Trust Co. you acknowledge that you have read and agree to the conditions and disclosures provided in this document as it pertains to the account and investment(s) you have selected.

You attest that you have received and read all pertinent investment information relating to your transactions in your account with Forge Trust Co. You confirm that you have completed the required due diligence related to your investment(s) and maintenance of your Forge Trust Co. Account and that you meet or exceed those requirements.

You understand that this is a self-directed retirement plan and that you alone are responsible for the investment choices you make, and you hold Forge Trust Co. harmless from any losses which you may incur as a result of the execution of the instructions you have given Forge Trust Co. You hereby authorize Forge Trust Co. to proceed with any transaction you have requested and that Forge Trust Co. holds no responsibility to verify or establish that documents are complete, accurate, or that the document(s) are necessary to comply with your direction.

You attest that the information you have given Forge Trust Co. is true and correct to the best of your knowledge and that any requested transaction does not constitute a violation of the prohibited transactions code section 4975 of the Internal Revenue Code, or any other regulations, plan participation rules or other code sections relating thereto.

**Form 5305-SA (Revised April 2017)**

**Under section 408(p) of the Internal Revenue Code**

**Department of the Treasury—Internal Revenue Service**

The Participant whose name appears on the attached application is establishing a savings incentive match plan for employees of small employers individual retirement account (SIMPLE IRA) under sections 408(a) and 408(p) to provide for his or her retirement and for the support of his or her beneficiaries after death. The custodian, Forge Trust Co. (the "Custodian"), has given the Participant the Disclosure Statement required under Regulations section 1.408-6. The Participant and the Custodian make the following agreement:

## Article I

The custodian will accept cash contributions made on behalf of the participant by the participant's employer under the terms of a SIMPLE IRA plan described in section 408(p). In addition, the custodian will accept transfers or rollovers from other SIMPLE IRAs of the participant. No other contributions will be accepted by the custodian.

## Article II

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

## Article III

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

## Article IV

1. Notwithstanding any provision of this agreement to the contrary, the distribution of the participant's interest in the custodial account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.
2. The participant's entire interest in the custodial account must be, or begin to be, distributed not later than the participant's required beginning date, April 1 following the calendar year in which the participant reaches age 70 ½. By that date, the participant may elect, in a manner acceptable to the custodian, to have the balance in the custodial account distributed in:
   a. A single sum or
   b. Payments over a period not longer than the life of the participant or the joint lives of the participant and his or her designated beneficiary.
3. If the participant dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
   a. If the participant dies on or after the required beginning date and:
      i. the designated beneficiary is the participant's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.
      ii. the designated beneficiary is not the participant's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the participant and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
      iii. there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the participant as determined in the year of the participant's death and reduced by 1 for each subsequent year.
   b. If the participant dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:
      i. The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the participant's death. If, however, the designated beneficiary is the participant's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the participant would have reached age 73. But, in such case, if the participant's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.

   (i) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the participant's death.
4. If the participant dies before his or her entire interest has been distributed and if the designated beneficiary is not the participant's surviving spouse, no additional contributions may be accepted in the account.
5. The minimum amount that must be distributed each year, beginning with the year containing the participant's required beginning date, is known as the "required minimum distribution" and is determined as follows:

(a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the participant reaches age 70 ½, is the participant's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the participant's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the participant's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the participant's (or, if applicable, the participant and spouse's) attained age (or ages) in the year.

(b) The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the participant's death (or the year the participant would have reached age 70 ½, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).

(c) The required minimum distribution for the year the participant reaches age 70 ½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

6. The owner of two or more IRAs (other than Roth IRAs) may satisfy the minimum distribution requirements described above by taking from one IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

## Article V

1. The participant agrees to provide the custodian with all information necessary to prepare any reports required by sections 408(i) and 408(l)(2) and Regulations sections 1.408-5 and 1.408-6.
2. The custodian agrees to submit to the Internal Revenue Service (IRS) and participant the reports prescribed by the IRS.
3. The custodian also agrees to provide the participant's employer the summary description described in section 408(l)(2) unless this SIMPLE IRA is a transfer SIMPLE IRA.

## Article VI

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

## Article VII

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

## Article VIII

8.01 *Definitions:* In this part of this Agreement (Article VIII), the words "you" and "your" mean the Participant, the words "we," "us" and "our" mean the Custodian (including its subsidiaries, agents and administrator), "Code" means the Internal Revenue Code, and "Regulations" means the Treasury Regulations. The term "Broker" means the broker-dealer/financial representative selected by you to provide investment services to your SIMPLE IRA.

8.02 *Notices and Change of Address:* Any account statement or notice regarding this SIMPLE IRA will be considered effective when we mail it to the last address of the intended recipient which we have in our records, or deliver it to the email address on file, based on your electronic document delivery preference. Any account statement or notice to be given to us will be considered effective when we actually receive it. You must notify us in writing of a change of address or email.

With respect to any periodic account statement or written notice Custodian provides to you, If you do not object in writing within 60 days after the account statement or notice has been sent, you are deemed to have approved or agreed with the accuracy of the information or content in the account statement or notice, and Custodian, absent its fraud, intentional misrepresentation or material omission, is released and discharged from any and all liability as to all matters set forth in the account statement or notice.

8.03 *Representations and Responsibilities:* You represent and warrant to us that any information you have given or will give us, with respect to this Agreement is accurate. Further, you agree that any directions you give us, or action you take will be proper under this Agreement and that we are entitled to rely upon such information or directions.

We acknowledge and agree we are acting as an "excluded fiduciary" under § 55-1B-2 of the South Dakota Codified Laws, as amended or restated from time to time, and as a result we shall have no duty or responsibility to question any of your directions, review any securities or other property held in the SIMPLE IRA, or make any suggestions to you with respect to the investment, retention or disposition of any asset held in the SIMPLE IRA. We do not independently value or appraise account assets. We are entitled to act upon any instrument, certificate or form we believe is genuine and believe is signed or presented by the proper person or persons and we need not investigate or inquire as to any statement contained in any such document, but may accept it as true and accurate. We will not provide any tax, legal or investment advice.

Further, we shall have no duty to monitor the sufficiency or adequacy of your actions or duties or those of your heirs, successors, agents, or assigns, nor shall we be required to monitor the acts of any paid consultant to whom we may have contractually delegated any duties or responsibilities pursuant to you or your agent's direction. Except as expressly directed by you, we have no duty to notify or apprise any primary or contingent beneficiary or other third party of any directions you provide to us, or of any actions or inactions you take, with respect to account assets.

In addition, we shall not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act, even if such directions, actions or inactions are inconsistent with your fiduciary duties, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act. We shall not be responsible for any penalties, taxes, judgments or expenses you incur in connection with the SIMPLE IRA. We have no duty to determine whether your contributions or distributions comply with the Code, Regulations, rulings or this Agreement.

(a) **Rollovers and Tax Consequences** - You are responsible for determining whether a distribution from another SIMPLE IRA may be rolled over to this SIMPLE IRA. You understand that we do not make any representation or warranty that any rollover contribution will be excludable from income for Federal or State income tax purposes.

(b) **Custodial-Account** - We shall maintain a custodial account for your benefit. The custodial account will consist of an interest-bearing account with us and all other investments purchased at your direction. All assets in the custodial account will be registered in our name as custodian or in the name of our nominee. We may, by or through a Broker, or other such firm, hold any securities in bearer form or deposit them with a central clearing corporation or depository approved by the Securities and Exchange Commission; provided that our records show that all such investments are part of the custodial account.

(c) **Custodian's Reservation of Rights** - Notwithstanding any other provision of this Article VIII, we reserve the right to refuse to follow any investment

direction by you which we determine violates any Federal or State Law.

8.04 *Service Fees:* We have the right to charge an annual service fee or other designated fees (for example, a transfer, rollover, transaction, or termination fee) for maintaining this SIMPLE IRA. In addition, we have the right to be reimbursed or reserve funds for all reasonable expenses we incur in connection with the administration of the SIMPLE IRA. For more information on our fees, please refer to section 8.05(c) and (k) and the current separate Schedule of Fees. Any brokerage commissions attributable to the assets in the SIMPLE IRA will be charged to the SIMPLE IRA. If a third-party has agreed to pay the fees associated with your SIMPLE IRA and such third-party fails to pay such fees timely, you acknowledge that you are responsible to pay all fees then due on the account and going forward.

You cannot reimburse the SIMPLE IRA for those commissions.

8.05 *Your Investment Powers and Our Custodial Powers/Rights*

(a) **Investment of SIMPLE IRA** - Subject to Section 8.05(f), you have sole authority and discretion, fully and completely, to select and to direct the investment of all assets in the SIMPLE IRA. You accept full and sole responsibility for the success or failure of any selection made. We shall have no discretion to direct any investment in the SIMPLE IRA. We will not act as investment advisor or counselor to you and will not advise you or offer any opinion or judgment on any matter pertaining to the nature, value, potential value or suitability of any investment or potential investment of the assets of the SIMPLE IRA, and are merely authorized to acquire and hold the particular investments specified by you. We shall not have any responsibility nor any liability for any loss of income or of capital, nor for any unusual expense which we may incur, relating to any investment, or to the sale or exchange of any asset which you or your authorized agent directs us to make.

After your death, your beneficiary(ies) shall have the right to direct the investment of the SIMPLE IRA assets, subject to the same conditions that applied to you during your lifetime under this Agreement (including, without limitations, Section 8.03 and 8.05). All transactions shall be subject to any and all applicable Federal and State laws and regulations and the rules, regulations, customs and usages of any exchange, market or clearing house where the transaction is executed and to our policies and practices.

(b) **Limitation of Investment Powers** - We, as Custodian of the SIMPLE IRA assets entrusted to us under the SIMPLE IRA, shall not commingle the SIMPLE IRA with any other property we hold except in a common trust fund or common investment fund, although as noted below in section 8.05(d) we will hold your publicly traded securities in an omnibus account with the designated broker for those securities. We retain the power to take such actions as are reasonable and necessary to carry out our duties under the SIMPLE IRA. We are under no duty to take any action other than as specified under this Agreement unless you provide us with instructions and agree to indemnify and hold us harmless from any claims arising out of such instructions. Without modifying the limitation of duties or responsibilities we have as a Custodian or excluded fiduciary as described herein, solely upon clear written investment directions given by you or your authorized agent, we are authorized and empowered with the following powers and rights:

1) To hold or invest any part or all of the SIMPLE IRA in any asset permissible under law as an investment for an individual retirement account;

2) To manage, sell, contract to sell, grant options to purchase, convey, petition, divide, subdivide, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the SIMPLE IRA, and otherwise deal with all property, real or personal, in such manner for such considerations and on such terms and conditions as are in accordance with the written direction we receive;

3) To borrow money, to lend money, to assume indebtedness, extend mortgages and encumber by mortgage or pledge;

4) To retain in cash so much of the SIMPLE IRA assets as you or your authorized agent direct, or pending other instructions from you or your authorized agent and take such actions as described in Section 8.05(k);

5) To transfer all or any part of the SIMPLE IRA funds from one type of savings instrument offered by us to another type of savings instrument offered by us, to the extent permitted by the applicable governmental regulations and our procedures;

6) To purchase and to hold annuity contracts and exercise all rights of ownership of the contracts; and

7) To make, execute and deliver as Custodian contracts, waivers, releases or other written instruments necessary to exercise the powers enumerated above.

(c) **Custodian's Powers**—We shall have the power:

1) To hold any securities or other property in the SIMPLE IRA in the name of the Custodian or its nominee, or in another form as we may deem best, with or without disclosing the custodial relationship;

2) To appoint an affiliated or unaffiliated sub-custodian to hold some or all of the securities or other property in the SIMPLE IRA, provided however, and subject to the liability limitation in Section 8.17 below, that the appointment of any sub-custodian shall not relieve the Custodian of its obligations to the Participant under this Agreement;

3) To retain any funds or property subject to any dispute without liability for the payment of interest and to decline to make payment or delivery of the funds or property until a court of competent jurisdiction makes final adjudication;

4) To charge against and pay from the SIMPLE IRA all taxes of any nature levied, assessed, or imposed upon the SIMPLE IRA, and to pay all reasonable expenses and attorney fees which may be necessarily incurred by us with respect to the SIMPLE IRA;

5) To file any tax or information return required of us, and to pay any tax, interest or penalty associated with any such tax return;

6) To act pursuant to written blanket settlement authorization given by you on transactions executed by your designated agent. We are authorized to honor all trade confirmations received from such agent;

7) To furnish or cause to be furnished to you an annual calendar year report concerning the status of the SIMPLE IRA, including a statement of the assets of the SIMPLE IRA held at the end of the calendar year;

8) To begin, maintain or defend any litigation necessary in connection with the administration of the SIMPLE IRA, except that we shall not be obliged or required to do so unless indemnified to our satisfaction, including, without limitation, payment of such expenses out of SIMPLE IRA assets;

9) To exercise the voting rights and other shareholder rights with respect to securities in the SIMPLE IRA but only in accordance with the instructions you give to us;

10) To employ and pay from the SIMPLE IRA reasonable compensation to agents, attorneys, accountants and other professional persons for advice that in our opinion may be necessary.

We may delegate to any agent, attorney, accountant and other persons selected by us any power or duty vested in us by this Agreement; and

11) To charge you separately for any fees or expenses or deduct the amount of the fees or expenses from the assets in the SIMPLE IRA at our discretion. We are also entitled to be reimbursed for any taxes and other expenses we assume or incur on behalf of your account. Our right to compensation and reimbursement from the account shall constitute a first prior lien against your account. We have the right to change our fee upon 30 days notice to you. We are authorized to liquidate assets of the SIMPLE IRA for any unpaid fee balance and can, at our discretion, require you to retain uninvested cash in the SIMPLE IRA in an amount not less than one year's annual fees and termination fees and not more than $1,000. The choice of the selling broker and assets to be sold shall be at our sole discretion. Should fees or expenses not be collected, we shall have the option to cease performing any functions, including, but not limited to, processing investment transactions until such time as all fees and expenses charged against the account are fully paid.

In addition, the Custodian may receive commissions, 12(b)1 fees, sub-transfer agent fees, marketing fees and other types of compensation from various entities (including without limitation, entities in which the SIMPLE IRA invests) relating to investments held in the SIMPLE IRA, which may, or may not, be directly or indirectly distributed, allocated or otherwise paid to or retained by third-parties providing services with respect to your SIMPLE IRA.

(d) **Publicly-Traded Securities** - If publicly-traded securities are to be included in the specified investments, orders shall be executed through a securities broker-dealer registered under the Securities Exchange Act of 1934. The Custodian may designate one or more such broker-dealers for trade execution and for the holding of publicly-traded securities. For operational reasons, the Custodian currently maintains, and is likely in the future to maintain, accounts with a limited number of broker-dealers. Those broker-dealers are selected by the Custodian in its own discretion. There is no commitment that the commission rates or transaction fees charged for purchase and sale transactions by broker-dealers selected by the Custodian will be the best available commission or fees available in the market. Any brokerage account maintained in connection herewith shall be in our name as the Custodian of your account.

We shall be authorized to honor transactions within the brokerage account without obligation to verify prior authorization of same by you. Any cash received by the brokerage account, whether as income or proceeds of transactions, may be held by the brokerage account pending directions, and we shall have no obligation to direct the broker to remit such cash until directed to do so by you, but may receive remittances without direction if the same are made by the broker. Investments outside the brokerage account shall be made in accordance with the other provisions of this Article.

Investment directions may be given by you directly to the designated broker (in such manner as the broker may require) and the broker shall be responsible for the execution of such orders.

When securities are purchased within your brokerage account requiring that funds be remitted by us to make settlement, you agree to telephonically notify us or instruct your broker or agent to telephonically notify us on the trade date of the pending securities transaction, and to request delivery of the SIMPLE IRA account assets necessary to settle the trade. You agree to hold us harmless for any losses resulting from your failure to notify us of the pending trade and request for settlement in the above-prescribed manner.

(e) **Alternative Investments** - You may, at your discretion, direct us to purchase "alternative" investments which shall include, but not be limited to, investments which are individually negotiated by you or your agent, or part of a private placement of securities offered in reliance upon exemptions provided by Sections 3(B) and 4(2) of the Securities Act of 1933 and Regulation D promulgated thereunder. It is your sole responsibility to determine whether or not your selected investment(s) is required to be registered as a security with any applicable federal and/or state regulatory authority. We reserve the right to not follow such direction or process such investment(s) for administrative reasons. Such action should not be construed as investment advice or an opinion by us as to the investment's prudence or viability. If you or your agent should direct us to purchase an alternative investment, as defined above, the following special certifications and provisions shall apply:

1) You agree to submit or cause to be submitted all offering documentation related to the alternative investment for an administrative review by us, if so requested. We reserve the right to charge a reasonable fee for such administrative review.

2) If the alternative investment(s) contains a provision for future contractual payments or assessments, including margin calls, you acknowledge that such payments shall be borne solely by the SIMPLE IRA account, that authorization to make such payments shall come from you or your agent, and that making such payments may reduce or exhaust the value of the SIMPLE IRA account. You further agree to maintain sufficient liquid funds in the SIMPLE IRA account to cover any such payments or assessments, and agree that we are not responsible for monitoring the balance of the account to verify compliance with this Section.

3) If the alternative investment(s) contain administrative and/or management requirements or duties beyond our capabilities or expertise to provide, then you agree to seek out suitable agents or counsel necessary to perform such duties and deliver a written service agreement acceptable to us for execution on behalf of the SIMPLE IRA account.

4) You attest that assets to be transferred into the account do not include any illegal or impermissible investments under South Dakota or federal law, including, but not limited to, marijuana-related holdings or holdings related to illegal substances, illegal gambling, or illegal artifacts. You further confirm that the account will not hold or engage in transactions involving illegal holdings, and should the account ever come to hold an illegal or impermissible investment under South Dakota or federal law, you will immediately notify the Custodian. If we identify assets in the account as illegal, we will require that you transfer the assets and/or we will resign from the account, and if necessary, file corresponding Suspicious Activity Reports (SAR).

5) If you direct us to enter into an individually-negotiated debt instrument, including a promissory note, deed of trust, real estate contract, mortgage note or debenture, we strongly encourage you retain the services of a third-party agent pursuant to a note servicing agreement, on a form acceptable to us. The note servicing agent shall be your agent and not ours, and shall be responsible for administering the terms of the debt instrument on behalf of the SIMPLE IRA account. Should the note servicing agent ever become unwilling or unable to perform the duties outlined in the note servicing agent agreement, then you understand and agree that all duties of the note servicing agent shall revert to you until a successor agent is named. We will not act as a note servicing agent, including monitoring your account to ensure receipt of note payments, notifying you in the event of default, preparing or computing payoff balances, or preparing or filing Form 1098.

6) We are responsible for safekeeping only those documents which you or your agent deliver to us.

7) You agree to be responsible for any and all collection actions, including contracting with a collection agency or instituting legal action, and bring any other suits or actions which may become necessary to protect the rights of the account as a result of the operation or administration of the investment(s).

8) Once you or your agent authorize funds to be distributed from your account for purposes of investment, you agree to be responsible for the following:

a) verifying that the individual or investment company that you selected placed your funds into the proper investment;

b) obtaining the necessary documentation from the individual or investment company to verify that the funds were correctly invested, including, but not limited to, shares or units, proper recordation, loan to value ratio, etc.; and

c) sending the original documentation evidencing the investment to us or, in the case of a promissory note investment, to a third party servicing agent. We will not monitor the account to ensure receipt of such documentation and will rely solely on you to provide this information.

(f) **Delegation of Investment Responsibility** - We may, but are not required to, permit you to delegate investment responsibility for the SIMPLE IRA to another party. On a form or format acceptable to us, you may designate a representative for the purpose of communicating investment directions to us and receiving information from us regarding your account. Said representative may be a registered representative of a broker-dealer organization, a financial advisor or other person as may be acceptable to you. Such person shall be your authorized agent, and not ours. We shall construe any and all investment directions given by such person, whether written or oral, as having been authorized by you. You may appoint and/or remove such a person only by written notice to us provided that their removal shall not have the effect of canceling any notice, instruction, direction or approval received by us from the removed person before we receive notice of removal from you. We shall follow the proper written direction of any such party who is properly appointed and we shall be under no duty to review or question, nor shall we be responsible for, any of that party's directions, actions or failures to act. That party's instructions to us shall be deemed to be instructions by you for all purposes of this Article VIII.

(g) **Authorization** - On a form or in a format acceptable to us, you may authorize us to accept written, verbal, fax, e-mail and other means of communication for investment directions from you or your designated representative. You agree that we are not responsible for verifying the propriety of any investment direction and that we are not responsible for unauthorized trades in your account that may be affected under this Section.

(h) **Valuation of Assets** - We shall update values on assets upon receipt of valuation information from various outside sources. Valuation updates shall be submitted at least annually. However, we do not guarantee the accuracy of prices obtained from quotation services, independent appraisal services, investment sponsors, or parties related thereto or other outside sources. Values for investment accounts held by third parties shall be equal to the total equity value of the account and shall reflect only those assets that are priced by the investment firm. Valuation of individual assets held within your investment account such as stocks, bonds, Exchange-Traded Products (ETPs), foreign exchange, commodity exchange, etc., may not be listed individually on our statements, but can be obtained directly from your investment account statement.

In reporting values for the assets held in custodial accounts, we use reasonable, good faith efforts to ascertain the fair market value of each asset. For those custodial assets where value is readily ascertainable on either an established exchange or generally recognized market, we will report values for such assets as derived from sources commonly used by the financial services industry to determine prices of financial instruments. For those custodial assets where, fair market value is not readily ascertainable, you agree that you will provide to us a qualified valuation of the asset. If you do not provide such valuation, we may report the asset's value at its last known fair market value or at its acquisition cost. If you do not provide this information, we may also require you to remove the asset from your account by transfer or distribution. If you do not remove the asset from your Account as directed, we may distribute the asset to you at the last reported value or resign and distribute the entire Account to you.

For all custodial assets, we neither provide a guarantee of value nor an opinion regarding any independent appraisal provided by you, and we assume no responsibility for the valuations reported. You acknowledge and agree that any valuation reported is not necessarily a true market value, may be merely an estimate of value and should not be relied upon by you for any other purpose.

If you do not object in writing within 60 days after an account statement has been provided to you, you are deemed to have approved the account statement, and Custodian, absent its fraud, intentional misrepresentation or material omission, is released and discharged from any and all liability as to all matters set forth in the account statement.

(i) **Unrelated Business Taxable Income -** Certain investments may generate taxable income within the SIMPLE IRA account. This is referred to as Unrelated Business Taxable Income (UBTI). Such income must be considered in conjunction with all such income from all the SIMPLE IRA accounts and may be taxable to your account(s) to the extent that all UBTI for a given taxable year exceeds the threshold amount set by the IRS. In such instances, the IRS requires that a Form 990-T be filed for the SIMPLE IRA account along with the appropriate amount of tax. We do not monitor the amount of UBTI in the SIMPLE IRA account with us and do not prepare Form 990-T. Therefore, you must monitor UBTI for this and any other SIMPLE IRA account which you may hold and prepare, or have prepared, the proper 990-T tax form and forward it to us, along with authorization to pay any tax due from the SIMPLE IRA account.

(j) **Life Insurance and Collectible** - You may not direct the purchase of a life insurance contract or a "collectible" as defined in Code Section 4011(m).

(k) **Cash Assets -** The Depositor will receive a custodial cash rate on uninvested cash assets that will vary from time to time and shall be set by the Custodian's Board of Directors or its delegee, in its discretion, at least annually. This amount will be paid monthly, and only to Depositors that have accounts as of the last day of any month. By choosing to leave cash uninvested, the Depositor shall be deemed to have agreed to the custodial cash rate and to Custodian's receipt of the income attributable to the uninvested cash. The custodial cash rate determined by the Custodian may be less than what the Depositor could obtain for a direct cash deposit with the depository institution or direct investment. The Custodian is under no obligation to maximize the custodial cash rate on uninvested cash. Further, the cash administration fee retained or earned by the Custodian may be greater than the custodial cash rate that the Depositor will receive on any uninvested cash. Depositor may confirm the custodial cash rate applicable to Depositor's account by referring to Depositor's account statement or by going to https://app.forgetrust.com/client-portal/. Depositor will be notified via the website at least 30 days' before the custodial cash rate is changed.

We will ordinarily perform sub-accounting and administrative functions related to the management of uninvested cash with a depository institution or in other savings instruments. Consistent with its authority under Section 8.05(b)(4) above, the Custodian will hold uninvested cash in an account or product of a financial institution or other United States Government security, or security that is guaranteed by the United States government, and other cash equivalent products, to such income attributable to uninvested cash (if any) as a custodial fee. For these sub-accounting and administration services, we will be entitled to (i) retain the interest earned on deposited cash. This is in addition to the fees and charges reflected on the most recent fee schedule.

8.06 *Beneficiary(ies):* If you die before you receive all of the amounts in your SIMPLE IRA, payments from your SIMPLE IRA will be made to your beneficiary(ies).

You may designate one or more persons or entities as beneficiary of your SIMPLE 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 or after as provided by law. Unless otherwise specified, each beneficiary designation you file with us will cancel all previous ones. The consent of a beneficiary(ies) shall not be required for you to revoke a beneficiary designation. If you have designated both primary and contingent beneficiaries and no primary beneficiary(ies) survives you, the contingent beneficiary(ies) shall acquire the designated share of your SIMPLE IRA.

A spouse beneficiary shall have all rights as granted under the Code or applicable Regulations to treat your IRA as his or her own.

We may allow, if permitted by state law, an original IRA beneficiary(ies) (the beneficiary(ies) who is entitled to receive distribution(s) from an inherited IRA at the time of your death) to name a successor beneficiary(ies) for the inherited 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 IRA beneficiary's(ies') lifetime or after as provided by law. Unless otherwise specified, each beneficiary designation form that the original IRA beneficiary(ies) files with us will cancel all previous ones. The consent of a successor beneficiary(ies) shall not be required for the original IRA beneficiary(ies) to revoke a successor beneficiary(ies) designation. If the original IRA beneficiary(ies) does not designate a successor beneficiary(ies), his or her estate will be the successor beneficiary. In no event shall the successor beneficiary(ies) be able to extend the distribution period beyond that required for the original IRA beneficiary.

If no beneficiary is designated by you at account opening or thereafter, upon your death, the distribution of the amounts in your SIMPLE IRA will be made in the following order: first to your spouse, second, if no spouse is then alive, to your then living children divided equally among such children, third, if no spouse or children are then living, to your estate.

8.07 *Termination:* Either party 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 mail written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer the SIMPLE IRA to another financial organization. If you do not complete a transfer of the SIMPLE IRA within 30 days from the date we mail the notice to you, we have the right to transfer the SIMPLE IRA assets to a successor SIMPLE IRA Custodian or Trustee that we choose in our sole discretion or we may assign the entire SIMPLE IRA to you as a full distribution. We shall not be liable for any actions or failures to act on the part of the successor Custodian or Trustee nor for tax consequences you may incur that result from the transfer or distribution of the SIMPLE IRA assets pursuant to this section.

If this Agreement is terminated, we may hold back from the SIMPLE IRA a reasonable amount of money which we believe is necessary to cover any one or more of the following:

(a) any fees, expenses or taxes chargeable against the SIMPLE IRA;

(b) any penalties associated with the early withdrawal of any savings instrument or other investment in the SIMPLE IRA.

If our organization is merged with another organization (or comes under the control of any Federal or State agency) or if our entire organization (or any portion which includes the SIMPLE IRA) is bought by another organization, that organization (or agency) shall automatically become the Trustee or Custodian of the SIMPLE IRA, but only if it is the type of organization authorized to serve as a SIMPLE IRA Trustee or Custodian.

If we are required to comply with Section 1.40812(e) of the Treasury Regulations and we fail to do so, or we are not keeping the records, making the returns or sending the statements as are required by forms or Regulations, the IRS may, after notifying you, require that a substitute Trustee or Custodian be appointed.

8.08 *Amendments:* We have the right to amend this Agreement at any time and we will amend this Agreement as necessary to comply with the provisions of the Code and other applicable government regulations. We may charge a fee for IRS mandated amendments. Any amendment we make to comply with the Code and other applicable 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 mail the amendment, you notify us in writing that you do not consent. The Participant may not seek to amend this Agreement without our prior written consent. Section 8.08 remains subject to the provisions of Article VII above.

8.09 *Withdrawals:* All requests for withdrawal shall be in writing on a form provided by or acceptable to us. The method of distribution must be specified in writing. The tax identification number of the recipient must be provided to us before we are obligated to make a distribution.

8.10 *Required Minimum Distributions:* You may make an election to begin receiving payments from your IRA in a manner that satisfies the required minimum distribution rules no later than April 1st of the year following the year you reach age 73 (this is called the “required beginning date”) or your applicable earlier required beginning date. If you fail to make such an election by your required beginning date, we can, at our complete and sole discretion, do any one of the following:

(a) make no payment until you give us a proper payment request;

(b) pay your entire IRA to you in a single sum payment or distribution in kind; or

(c) calculate your required minimum distribution each year for your IRA based on an IRS approved method and pay those distributions to you until you direct otherwise.

We will not be liable for any penalties or taxes related to your failure to take a distribution.

8.11 *Transfers From Other Plans:* We can receive amounts transferred to the SIMPLE IRA from the Custodian or Trustee of another SIMPLE IRA. We reserve the right not to accept any transfer or rollover.

8.12 *Liquidation of Assets:* We have the right to liquidate assets in the SIMPLE IRA if necessary to make distributions or to pay fees, expenses or taxes properly chargeable against the SIMPLE 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.

8.13 *Restrictions On The Account:* Neither you nor any beneficiary may sell, transfer or pledge any interest in the SIMPLE IRA in any manner whatsoever, except as provided by law or this Agreement. The assets in the SIMPLE IRA shall not be responsible for the debts, contracts or torts of any person entitled to distributions under this Agreement.

8.14 *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 of South Dakota shall govern.

If any part of this Agreement is determined by a court of competent jurisdiction to be invalid, the remaining parts shall not be affected. Neither you nor our failure to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions, or the parties’ right thereafter to enforce each and every such provision. These rights and liabilities are continuous, covering individually and collectively, all accounts you may open with us or our agent for the same SIMPLE IRA, and inure to the benefit of us, our successors or assigns and are binding on you and your heirs, successors or assigns.

8.15 *Indemnity of Custodian:* To the extent not prohibited by Federal or State law, you agree to indemnify, defend and hold the Custodian, its subsidiaries and administrator (including their officers, agents and employees) harmless against and from any and all claims, demands, liabilities, costs and expenses (including reasonable attorneys’ fees and expenses), arising in connection with this agreement, except those cause by (A) any gross negligence by the Custodian, its subsidiaries and administrator (including its officers, agents and employees), or (B) any material breach by the Custodian, its subsidiaries and administrator (including their officers, agents and employees) of any responsibilities under this Agreement. You further agree to pay for the defense of the Custodian, its subsidiaries and administrator, (including their officers, agents and employees) by independent counsel of the Custodian’s choice against any such claims, demands, liabilities or costs referred to in the preceding sentence.

You agree to indemnify, defend and hold the Custodian, its subsidiaries and administrator (including their officers, agents and employees) harmless against and from any and all payments or assessments which may result from holding any publicly-traded security or alternative investment within the SIMPLE IRA account, and further agree that the Custodian, its subsidiaries and administrator (including their officers, agents and employees) shall be under no obligation whatsoever to extend credit or otherwise disburse payment beyond the cash balance of your account for any payment or assessment related to such investment(s).

8.16 *Adverse Claims:* If we receive any claim to the assets held in the SIMPLE IRA which is adverse to your interest or the interest of your beneficiary, and we in our absolute discretion decide that the claim is, or may be, meritorious, we may withhold distribution until the claim is resolved or until instructed by a court of competent jurisdiction. As an alternative, we may deposit all or any portion of the assets in the SIMPLE IRA into the court through a motion of interpleader. Deposit with the court shall relieve us of any further obligation with respect to the assets deposited. We have the right to be reimbursed from the funds deposited for our legal fees and costs incurred.

8.17 *Liability for Acts of Third Parties*: The Custodian shall not be liable for losses (including all claims, demands, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) suffered by the SIMPLE IRA resulting from the acts or failure to act by third-party services providers, including but not limited to affiliated or unaffiliated sub-custodians and broker-dealers selected by the Custodian to provide services to the SIMPLE IRA except to the extent that the Custodian was grossly negligent in the selection and retention of such service providers.

8.18 *Account Not Guaranteed: We do not guarantee the SIMPLE IRA account from loss or depreciation. Our liability to make payment to you at any time and all times is limited to the available assets of the account.*

*8.19* **Arbitration: Any controversy (i) arising out of or relating to this Agreement or the breach thereof, or to the SIMPLE IRA or any transactions authorized by you and/or your agent, or (ii) as to the arbitrability of such a controversy, shall be settled by arbitration in Minnehaha County, South Dakota, according to the rules of The American Arbitration Association. Arbitration is final and binding on the parties, and judgment upon any award rendered by the arbitrators may be entered in any court of competent jurisdiction. The parties are waiving their right to seek remedies in court, including the right to jury trial. The pre-arbitration discovery is generally more limited than and different from court proceedings.**

8.20 *Attorneys' Fees*

(a) If a party files suit instead of arbitrating a controversy as required by this Agreement or fails to proceed with arbitration, the other party is entitled to reasonable attorneys' fee for having to compel arbitration

(b) If either party to this Agreement commences any legal action, suit, counterclaim, appeal, arbitration, or other proceeding (an "Action") against the other party to this Agreement to enforce or interpret any of the terms of this Agreement, because of an alleged breach, default, or misrepresentation in connection with any of the terms of this Agreement, or because of a claim arising out of the terms of this Agreement, the losing or defaulting party shall pay to the prevailing party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such Action.

(c) If the prevailing party shall obtain a judgment in its favor arising out of any Action against the other party to this Agreement, the party against whom such judgment is rendered shall pay to the prevailing party the attorneys' fees incurred by the prevailing party in the collection or enforcement of such judgment. The provisions of this paragraph (b) shall be severable from the other provisions of this Agreement, shall survive any judgment, and shall not be deemed merged into such judgment.

8.21 *Custodian's Affiliation:* Forge Trust Co. is wholly owned by Forge Services, Inc., which is wholly owned by Forge Global, Inc., which in turn is wholly owned by the public company The Charles Schwab Corporation (NYSE: SCHW).

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

ForgeTrust

# ONLINE ACCOUNT ACCESS REQUEST TERMS & CONDITIONS

Contact Center: (800) 248-8447 | www.ForgeTrust.com

**This statement of Online Account Access Request Terms and Conditions contains the terms that govern your use of the Forge Trust Co. online site and services. By using the website ForgeTrust.com or any other site owned and provided by Forge Trust Co., you explicitly agree to be bound by these terms and conditions.**

## 1. PURPOSE OF SITE

Our purpose in providing this website is to provide you, our account holder, with fast and efficient customer service support that is convenient for you to use. We provide this information for your use in a secure environment using several security methods to ensure as secure a site as possible while providing you with access.

## 2. SECURITY OF INFORMATION

- Forge Trust Co. has used the following security methods to make the site as secure as possible;
- **Your Unique ID**—You have been provided with a unique identification code with which to login into the website. The ID is also your account number and should not be provided to other parties or persons not authorized by you to have access to this site.
- **Your Password**—You will be provided with a unique randomly generated password that will give you initial access to your eligible accounts. When you log on for the first time, you will be required to change your password. You will also be required to establish three personal questions and answers that you must answer should you lose your password and need to be issued a new password. Forge Trust Co. staff DO NOT know your questions, answers, nor password.
- **Security Techniques**—In addition to the items above, security is further enhanced by the use of the industry standard SSL (Secure Sockets Layer) security method that encrypts your account information when it is transmitted over the Internet. It uses the highest degree of Internet security presently available.

## 3. ACCESS TO YOUR ACCOUNTS

You must authorize Forge Trust Co. to provide access to your eligible accounts by completing the Online Account Access Request and sending it to Forge Trust Co. as described on the form. You may remove your authorization by providing written instructions to that effect at Forge Trust Co., PO Box 2048, San Francisco, CA 94126, or by email to passwordsupport@ForgeTrust.com. You may view your account information, including balances, transactions, tax information and investor profile at this website. You will generally be able to access your account information seven days a week, twenty-four hours per day. There may be times when the service is not available due to system maintenance or circumstances beyond our control. If you need information about your account at these times, call our customer service center at (800) 248-8447 during regular business hours.

## 4. LIABILITY

Forge Trust Co., including its directors, officers, employees, agents and other related persons, are not liable for any losses or damages arising from your use of the website. This includes those instances where Forge Trust Co. have exercised reasonable care, in instances where they do not have direct control or any situation which causes the website to be unavailable for any extended period of time. Further, the losses or damages may arise without limitation in connection with mechanical equipment failures, electronic equipment failures, communication systems interruptions/failures, data processing failures, unauthorized access to any facility including the Internet, operator errors, thefts, natural disasters, labor problems, war, military or governmental action or inaction, electronic systems not controlled by Forge Trust Co. (such as the Internet or telephone lines). The use by you of electronic systems not controlled by Forge Trust Co., is solely at the user's risk/liability. Forge Trust Co. will not be responsible for the security of and the resulting losses from the transmission of data on any systems not controlled by them.

- **Indemnification**—Except to the extent that we are liable under the terms of this agreement or any other agreement between you and Forge Trust Co., or any law applicable, you agree to hold us, our directors, officers, employees, agents and other related persons harmless from all losses, liability, demands, judgments, claims and expenses from your use of the website and the online account service we provide. You provide the indemnification without regard as to whether our claim is against you or your authorized representative.
- **Use of Third Parties**—Except as provided in applicable law, neither we nor our service providers or other agents and related persons shall be liable for any loss or liability from the failure of your equipment, your software or your access to the Internet provided by you, your online account access provider or any other third party.

FORGE TRUST CO. AND ITS REPRESENTATIVES DO NOT OFFER TAX OR LEGAL ADVICE. DO NOT PROVIDE INVESTMENT ADVICE, DO NOT SELL INVESTMENTS, DO NOT EVALUATE, RECOMMEND, OR ENDORSE ANY ADVISORY FIRM OR INVESTMENTS. INVESTMENTS ARE NOT FDIC INSURED AND ARE SUBJECT TO RISK, INCLUDING THE LOSS OF PRINCIPAL. CLIENTS ARE ADVISED TO PERFORM OR FACILITATE THEIR OWN DUE DILIGENCE WHEN INVESTING. THE INFORMATION CONTAINED HEREIN DOES NOT CONSTITUTE LEGAL OR TAX ADVICE AND SHOULD NOT BE CONSTRUED TO APPLY TO ANY INDIVIDUAL PERSON OR SITUATION. EACH PERSON SHOULD CONSULT WITH HIS OR HER OWN PERSONAL TAX ADVISOR, FINANCIAL PLANNER, ATTORNEY OR ACCOUNTANT WITH RESPECT TO SUCH INDIVIDUAL'S SPECIFIC SITUATION AND SHOULD NOT RELY UPON THIS INFORMATION WITHOUT SUCH CONSULTATION.

## 5. TECHNICAL SUPPORT

Forge Trust Co. will provide technical support during the hours of 8:00 AM to 7:00 PM Central Time Monday through Friday excluding holidays. You may call us at (800) 248-8447, or you may send an email to info@ForgeTrust.com.

## 6. OTHER TERMS

- **Termination**—Forge Trust Co. may terminate this agreement and/or your access to the Forge Trust Co.'s website in whole or in part at any time, unless otherwise required by law.
- **Changes**—We may change the terms of the Agreement from time to time and at any time. Such changes will be updated to this Agreement on the website within thirty (30) days of any change.
- **Notifications**— Unless required by applicable law, any notice we are required to provide to you in writing, may be provided to you, at our discretion, electronically to your current email address in our records.
- **Governing Law**—This agreement shall be governed by the laws of the State of South Dakota.
- **Entire Agreement**—This agreement, Online Account Access Request, and any other disclosures or documents that we provide to you from time to time constitute the entire agreement and is the only agreement between you and Forge Trust Co. regarding this service.

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# Fee Schedule and Financial Disclosure

Effective December 1, 2025

| Account Setup (Not Charged to Coverdell Education Savings Accounts) | |
|---|---|
| Online Application | $0 |
| Application Form (Print & Sign or DocuSign) | $50 |

| Quarterly Account Maintenance Fees (The first Quarterly Account Maintenance Fee is assessed upon account opening. Subsequent Quarterly Account Maintenance Fees will be invoiced at the beginning of each new quarter. All fees are charged per account and are not prorated). | |
|---|---|
| Account Maintenance Fee (quarterly) | $85 |

| Quarterly Asset Fees (Quarterly Asset Fees are charged at the time of purchase and the first day of each calendar quarter thereafter. These fees are charged for each asset held in your account. Quarterly Asset Fees are not charged to Coverdell Education Savings Accounts) | | |
|---|---|---|
| Category A | Traded Assets (Stocks, Bonds, ETFs, Mutual Funds, etc.) | $15 (per asset/quarter) |
| | Private Company Shares | |
| | Private Placements (e.g. Funds, LP/LLCs, etc.) | |
| | Metals | $15 (per account/quarter) |
| Category B | IRA LLC's | $25 (per asset/quarter) |
| | Promissory Notes | |
| | Deeds of Trust | |
| | Non Recourse Loans[1] | |
| Category C | Direct Real Estate and Land | $50 (per asset/quarter) |

| Service Fees (Service Fees are charged to your account at the time of the transaction) | | |
|---|---|---|
| Purchase[1], Liquidation, Sale, Re-registration[2], Exchange[3], Transfers[4] & Note Modifications | Category A & B | $50 |
| | Category C | $150 |
| Cash Disbursements | | $15 |
| Periodic Cash Disbursement via ACH | | $5 |

| Account Termination Fee | |
|---|---|
| Account Termination Fee (Charged in addition to any transaction and/or service fees that apply) | $175 |

| Transaction Fees (Transaction Fees are charged to your account at the time of the transaction) | | | |
|---|---|---|---|
| Stop Payment/Returned Check or ACH | $30 | Overnight/Priority Delivery | Billed at Cost |
| Incoming Wire | $15 | Research/Admin Services | $75/hour |
| Outgoing Wire - Domestic | $25 | Notary | $30/transaction |
| Outgoing Wire - International | $35 | Priority Processing | $250 |
| Account Re-establishment | $50 | Late Valuation Fee (see "Asset Valuations" on next page) | $25 (per asset/quarter) |
| Corrected 1099/5498 | $100 | | |
| Past Due Fee (see "How Fees are Collected" on next page) | $25 | Notes Past Maturity Date | |
| Paper Statements | $10/statement | Roth Conversion/Recharacterization of IRA Contribution | $150 |

1 Non-Recourse Loan transactions made in conjunction with Direct Real Estate and Land transactions will only be charged a single Category C transaction fee for the purchase of the real estate.

2 The re-registration fee applies if transferring or distributing asset(s) in-kind. Additional fees such as transfer agent fees, brokerage service fees, etc. may apply upon re-registration and may be charged as a separate item. If an asset cannot be re-registered, an Assignment of Interest will be issued and an assignment fee equivalent to the re-registration fee will apply.

3 The applicable fee for an exchange is based on the Category of the resulting asset being exchanged. Additional Service Fees may be assessed (see Other Service Fees section below).

4 For incoming and outgoing transfers of real property and deeds of trust, the investor or a third party must prepare the deed or assignment of deed of trust if applicable; the below re-registration fee applies. Additional Service Fees may be assessed (see Other Service Fees section above).

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"Forge Trust" means Forge Trust Co. and its affiliates.

ForgeTrust

# Fee Schedule and Financial Disclosure

Effective December 1, 2025

| Storage & Brokerage Fees Charged by Depository & Discount Broker | |
|---|---|
| Delaware Depository (Storage Facility Located on the East Coast)<br>For Precious Metals Only<br>Charged at initial purchase then annually thereafter on the first of the new year. Storage fees will be billed at the rate of $1 per $1,000 of asset value held at depository and are not pro-rated. Delaware Depository shipping fees will apply.<br>Segregated storage is available for gold, platinum and palladium only (no silver). | $100 minimum storage fee<br>For segregated storage: $190/year or $1.60/$1,000, whichever is greater (minimum of $190) |
| BlueVault Precious Metals Storage (Storage Facility Located on the West Coast)<br>Storage fees charged at initial purchase and annually thereafter on the purchase anniversary. Blue Vault shipping fees will apply.<br>Segregated storage is available for gold and silver bullion only. | Contact BlueVault at 619-342-8090 for storage fee schedule. |
| Third Party Brokerage Trade Processing Fee for Brokerage Assets (Purchase/Liquidation/Sale) | $40 or $0.04/share, whichever is greater (minimum of $40) |

## Disclosures

### Required Minimum Cash Balance

At all times, a minimum cash balance of $500 ($100 for Coverdell Education Savings Accounts) must be maintained in the custodial cash account, or as set forth in your original account agreement.This cash balance is part of your account and must originate from a contribution, rollover or transfer from another qualified plan or earnings or liquidations from within your account. Any fees not paid by the due date will be automatically deducted from your cash balance. If your account does not meet the minimum cash balance requirement and fees are unable to be deducted, a $25 Past Due fee will be assessed.

### How Fees are Collected

Account maintenance and asset fees are charged quarterly. You will be notified via email when new fees are billed to your account. You will have 30 calendar days from the date the fee is billed to pay quarterly fees (account maintenance and asset fees) using a check, credit card or bank account. If we do not receive payment after 30 days, we will debit the fee amount from the available cash balance in your account. Transaction and service fees are charged at the time of the transaction. You will have 5 calendar days from the date the fee is billed to pay transaction and service fees. If we do not receive payment after 5 days, we will deduct the fees from the available cash balance in your account. If there is insufficient cash in the account on the date we attempt to automatically deduct funds for outstanding fees, you will incur a $25 Past Due fee. Fees may be waived at the company's discretion.

### Financial Disclosure

The financial performance of your account is not guaranteed and cannot reasonably be projected over a period of years. Additionally, Forge Trust Co. cannot supply any financial data projecting the financial performance of your investments. The value of your account will depend on the investment results of the account's assets, less fees and expenses charged to your account and custodial fees that are charged to your account, if not paid directly by you.

### Custodial Cash Disclosure

All cash for which the account holder has not provided investment instructions ('uninvested cash') will be deposited into an omnibus account or accounts with one or more third party financial institutions selected by Forge Trust Co. or its affiliates. Forge Trust Co. will determine the rate paid to depositors on the uninvested cash ('custodial cash rate'), based on the rate paid on similar accounts by one or more financial institutions selected by Forge Trust Co. Forge Trust Co. or its affiliates may enter into a sub-accounting agreement with the selected financial organizations, in which Forge Trust Co. or its affiliates will maintain all records pertaining to the account holder's share of the omnibus custodial accounts, post deposits and interest earned to and prepare withdrawals from the account holder's funds in such omnibus custodial accounts for distributions, investments, fees and other disbursements as directed or agreed to by the account holder. The account holder hereby indemnifies and agrees to hold such financial organization(s) harmless from following the directions received from Forge Trust Co. or its affiliates on the account holder's behalf. Please refer to your custodial agreement for additional information regarding uninvested cash.

### Asset Valuations

The IRS requires anyone investing through an IRA to maintain an up-to-date portfolio valuation every year. For assets held in your account, the amounts indicated as "value" or "valuation" on your statement reflect, where possible, the latest prices provided to us by outside quotation services. Some assets, such as real estate, deeds of trust, direct participation programs, promissory notes and other investments, may be listed at original cost, an estimated or accrued value or designated as "not available" where there is no readily available market information. These values may be general approximations and are only for guidance and reporting purposes. Prices listed may be based on the last reported transaction or quotes available from an outside service, assessed values, values provided to us by asset issuers or program sponsors, account owners or other estimates of value. Estimates of value may be based upon an appraisal, book value, prices paid, industry standards or other valuation methods and may not necessarily be current. Values of property based on assessed value may not reflect the actual value of property due to limitations or legal restrictions on assessments in the state/county of the property. Forge Trust Co. does not guarantee the accuracy of the prices obtained from any of these sources, the values calculated on the basis of such prices, accrued values, or the estimates of value. Any estimates of value listed with respect to an asset should not be relied upon as being representative of the ultimate financial value of that asset. If an updated valuation is not received after 2 years or received and not accepted by Forge Trust Co., you will be charged with a late valuation fee of $25 per quarter.

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