ForgeTrust

COVERDELL EDUCATION SAVINGS ACCOUNT APPLICATION INSTRUCTIONS

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

1. STUDENT INFORMATION (*required field)

Enter the student's name, address, social security number and telephone number, and the email address of their parent or guardian. The application cannot be processed without all of this information.

2. RESPONSIBLE INDIVIDUAL INFORMATION (Generally the Parent or Guardian)

Usually the Parent or Guardian of the student listed in Section 1. Enter the responsible individual's name, address, social security number, telephone number and email address. The application cannot be processed without all of this information. As noted in the Custodial Agreement you may select additional options with regard to the responsible individual's rights and authorities. Additionally, if you wish to name a successor responsible individual pursuant to Article V of the Custodial Agreement, you should attach a witnessed statement signed by the responsible individual naming their successor and including all the information in Section 2.

3. DEPOSITOR INFORMATION

The individual depositing funds into the account. The information required here is part of the government's fight against terrorism and money laundering activities required under the US Patriot Act and other Federal regulations. These laws and regulations, require that financial institutions obtain, verify, and record certain identifying information from an individual seeking to open a new account. We are required to obtain and verify name, address, social security number and other information that will allow us to identify you. *After your application has been received, an Forge Trust Co. representative will contact you to confirm the information provided.*

4. ESTABLISHING THE COVERDELL EDUCATION SAVINGS ACCOUNT

Funding the account:

- If you are rolling over a distribution from a previous plan, complete and submit a *DEPOSIT NOTIFICATION* form.
- If you are transferring funds from a prior custodian, complete and submit a *TRANSFER AUTHORIZATION* form with the current statements.
- If you are making a contribution, complete and submit a *DEPOSIT NOTIFICATION* form.

5. DESIGNATION OF THE DEATH BENEFICIARY & MAKING AN INVESTMENT

Designation of the Death Beneficiary—Complete a *CESA BENEFICIARY DESIGNATION* form.

Making an Investment—Complete an *INVESTMENT AUTHORIZATION* form and submit it along with any required investment documents.

6. ACKNOWLEDGMENT & SIGNATURES

Read the acknowledgment section carefully to understand important rights, responsibilities, obligations and information about this account. Finally, complete the application by signing and dating the document. If you have named a responsible individual, that person must also agree to this acknowledgment and sign the document where indicated.

Your application may not be processed until the Account Application, photo ID and fees are received.

Note: Coverdell ESA funds generally must be distributed before the beneficiary reaches age 30. Amounts remaining after that age may be subject to taxes and penalties. As this is a self-directed account, all investment decisions and transaction directions are the responsibility of the account holder.

Not FDIC Insured

Non-deposit investments are not insured by the FDIC (Stocks, bonds, mutual funds, notes, real estate, partnerships, LLCs, etc.) Investments are not deposits or other obligations of Forge Trust Co. and are not guaranteed by Forge Trust Co. Non-deposit investments are subject to investment risk, including possible loss of principal invested.

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1. STUDENT INFORMATION (*required field)

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

- ☐ Email
- ☐ Primary Phone

First Name*	Middle Name		Last Name*
Social Security Number*	Date of Birth* (MM/DD/YYYY)		
Home Street Address* (No P.O. Boxes)			
City*	State/Province*	Zip/Postal Code*	Country*
Phone* XXX-XXX-XXXX	Email (Your personal email only)		

2. RESPONSIBLE INDIVIDUAL INFORMATION (Generally the Parent or Guardian)

Provide the Responsibile Individual details below.

First Name*	Middle Name		Last Name*
Social Security Number*	Date of Birth* (MM/DD/YYYY)		☐ I will send a copy of my valid government issued ID for identity verification.
Street Address*			
City*	State/Province*	Zip/Postal Code*	Country*
Phone* XXX-XXX-XXXX	Email*		

Custodial Agreement Article V Option Selection	Custodial Agreement VI Option Selection (select only one):
☐ Check this box if the responsible individual listed above shall continue to serve as the responsible individual for the account after the designated beneficiary attains the age of maturity.	The responsible individual ◯ MAY or ◯ MAY NOT change the beneficiary designation under the agreement.

3. DEPOSITOR INFORMATION

Required only if different from the Responsibile Individual.

First Name	Middle Name		Last Name
Social Security Number	Date of Birth (MM/DD/YYYY)		☐ I will send a copy of my valid government issued ID for identity verification.
Street Address			
City	State/Province	Zip/Postal Code	Country
Phone XXX-XXX-XXXX	Email		

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4. ESTABLISHING THE COVERDELL EDUCATION SAVINGS ACCOUNT

Funding the Account (Check all that apply):

☐ I will **rollover** cash from an existing Coverdell Education Savings Account and have attached a *DEPOSIT NOTIFICATION* form
☐ I will **transfer** assets from another Coverdell Education Savings Account and have attached a completed *TRANSFER AUTHORIZATION* form
☐ I have attached a **contribution** check and have attached a *DEPOSIT NOTIFICATION* form

Required Account Maintenance Fees—Please refer to the *FEE SCHEDULE* for amounts. You must include a check for fees payable to Forge Trust Co. for the first year annual account fee.

5. DESIGNATION OF THE DEATH BENEFICIARY & MAKING AN INVESTMENT

To name a beneficiary to receive the balance of this Account upon the death of the designated beneficiary, complete and attach a *CESA BENEFICIARY DESIGNATION* form. When you are ready to make an investment, complete and send an *INVESTMENT AUTHORIZATION* form and any documents required by the investment provider.

6. ACKNOWLEDGMENT & SIGNATURES

I hereby acknowledge the following:

- That this Coverdell Education Savings Account is self-directed and that the responsible individual and I (We) are solely responsible for the success or failure of the investments.
- That Forge Trust Co. is the designated custodian of the account to whom we give our consent for the following: (a) have my telephone conversations recorded, (b) accept e-mail as a form of written communication, and (c) accept faxed investment authorizations.
- We have read and understand the Coverdell Education Savings Account Custodial Agreement, Fee Schedule and Forge Trust Co.'s Privacy Notice at https://forge-global.com/privacy-notice/.
- The investments are: (a) not insured by the FDIC or any other deposit guaranteed fund; (b) not guaranteed by Forge Trust Co., its subsidiaries, and/or agents; and(c) are subject to investment risk, including the possible loss of the principal invested.
- The account is subject to an Arbitration provision that appears in the Account Agreement.
- We 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 or might sustain resulting directly or indirectly from my investment directions or those received from the designated Responsible Individual.
- By signing this Application We hereby (a) adopt and establish the Coverdell Education Savings Account with Forge Trust Co.,or its successors, as Custodian, (b) understand that the Coverdell Education Savings Custodial Account Agreement and this Application comprise the entire contractual agreement with Forge Trust Co., (c) confirm that We have received, read and agree to the terms and conditions contained in the Custodial Account Agreement and the disclosure information in IRS Publication 970.
- If this Application is to transfer to Forge Trust Co. the assets of an existing Coverdell Education Savings Account, We understand that the appointment of Forge Trust Co. as successor Custodian will be effective upon receipt of all the Plan assets. Further, We understand that Forge Trust Co., 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 current Custodian/Trustee. We understand that this transfer may take six weeks or longer.
- That I am qualified to make contributions to the account within the limits set by the tax laws and that the Responsible Individual, is qualified to assume all required duties.
- I confirm that assets to be transferred into its custodial 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. Custodial accountholder further confirms that the custodial account will not will not hold or engage in transactions involving illegal holdings while Forge Trust Co. serves as custodian, and should the custodial account ever come to hold an illegal or impermissible investment under South Dakota or federal law, custodial accountholder will notify Forge Trust Co. immediately.

I/We declare under penalty of perjury that the foregoing is true and correct, including my, the beneficiary's and responsible party's social security numbers.

Responsible Individual Signature*	Date (MM/DD/YYYY)
✕	

Depositor Signature (if different from Responsible Individual)	Date (MM/DD/YYYY)
✕	

Please sign and submit additional documents as required.

DELIVERY INSTRUCTIONS

Email
newaccounts@forgetrust.com

Fax
605-385-0050

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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CESA BENEFICIARY DESIGNATION

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

This form is to be completed to designate beneficiaries for a Coverdell Education Savings Account. If this is a change to a prior designation, all prior beneficiary designations will be replaced with this designation. This designation will become effective upon the custodian's receipt and acceptance of this form.

1. PERSONAL INFORMATION (*required field)

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

- ☐ Email
- ☐ Primary Phone

First Name	Middle Name	Last Name
Social Security Number	Date of Birth (MM/DD/YYYY)	
Phone XXX-XXX-XXXX	Email (Your personal email only)	

2. BENEFICIARY AUTHORIZATION

I authorize Forge Trust Co., to replace all prior Death Beneficiary designations on this account with the designation indicated below.

I understand that:

- If the Death Beneficiary is a member of the Designated Beneficiary's family and is under the age of 30 at the time of the Designated Beneficiary's death, he or she will automatically become the new Designated Beneficiary on such date.
- If the Death Beneficiary is NOT a member of the Designated Beneficiary's family, or is a family member over 30 years of age, the proceeds of this account must be distributed to the Death Beneficiary within thirty (30) days of the Designated Beneficiary's date of death. If the distribution is not made within the required thirty (30) days, it will be treated, for tax purposes with the IRS, as if distributed on the last day of that period.

3. DEATH BENEFICIARY

Beneficiary Name			Relationship
Beneficiary Address			☐ Check this box if the name death beneficiary is a family member
Beneficiary City	State/Province	Zip/Postal Code	Beneficiary Phone XXX-XXX-XXXX
Beneficiary Social Security Number		Beneficiary Date of Birth (MM/DD/YYYY)	

4. SIGNATURE (Account owner or authorized individual must sign and date.)

Responsible Party Signature	Date (MM/DD/YYYY)
X	

Please sign and submit additional documents as required.

DELIVERY INSTRUCTIONS

Email
newaccounts@forgetrust.com

Fax
605-385-0050

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

Overnight mail
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COVERDELL EDUCATION SAVINGS CUSTODIAL ACCOUNT AGREEMENT

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Form 5305-EA (Revised Oct 2016)

Under section 530 of the Internal Revenue Code

Department of the Treasury—Internal Revenue Service

The Depositor whose name appears on the attached Coverdell Educations Savings Account Application is establishing a Coverdell Education Savings account under section 530 for the benefit of the designated beneficiary exclusively to pay for the qualified elementary, secondary, and higher education expenses, within the meaning of section 530(b)(2) of such designated beneficiary. The Depositor and the Custodian, Forge Trust Co., make the following agreement:

Article I

The custodian may accept additional cash contributions provided the designated beneficiary has not attained the age of 18 as of the date such contributions are made. Contributions by an individual contributor may be made for the tax year of the designated beneficiary by the due date of the beneficiary's tax return for that year (excluding extensions). Total contributions that are not rollover contributions described in section 530(d)(5) are limited to $2,000 for the tax year. In the case of an individual contributor, the $2,000 limitation for any year is phased out between modified adjusted gross income (AGI) of $95,000 and $110,000. For married individuals filing jointly, the phase-out occurs between modified AGI of $190,000 and $220,000. Modified AGI is defined in section 530(c)(2).

Article II

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 a common investment fund (within the meaning of section 530(b)(1)(D)).

Article III

1. Any balance to the credit of the designated beneficiary on the date on which he or she attains age 30 shall be distributed to him or her within 30 days of such date.
2. Any balance to the credit of the designated beneficiary shall be distributed within 30 days of his or her death unless the designated death beneficiary is a family member of the designated beneficiary and is under the age of 30 on the date of death. In such case, that family member shall become the designated beneficiary as of the date of death.

Article IV

The depositor shall have the power to direct the custodian regarding the investment of the above listed amount assigned to the custodial account (including earnings thereon) in the investment choices offered by the custodian. The responsible individual, however, shall have the power to redirect the custodian regarding the investment of such amounts, as well as the power to direct the custodian regarding the investment of all additional contributions (including earnings thereon) to the custodial account. In the event that the responsible individual does not direct the custodian regarding the investment of additional contributions (including earnings thereon), the initial investment direction of the depositor also will govern all additional contributions made to the custodial account until such time as the responsible individual otherwise directs the custodian. Unless otherwise provided in this agreement, the responsible individual also shall have the power to direct the custodian regarding the administration, management, and distribution of the account.

Article V

The "responsible individual" named by the depositor shall be a parent or guardian of the designated beneficiary. The custodial account shall have only one responsible individual at any time. If the responsible individual becomes incapacitated or dies while the designated beneficiary is a minor under state law, the successor responsible individual shall be the person named to succeed in that capacity by the preceding responsible individual in a witnessed writing or, if no successor is so named, the successor responsible individual shall be the designated beneficiary's other parent or successor guardian. Unless otherwise directed by electing (on the application) the option described below, at the time that the designated beneficiary attains the age of majority under state law, the designated beneficiary becomes the responsible individual. If a family member under the age of majority under state law becomes the designated beneficiary by reason of being a named death beneficiary, the responsible individual shall be such designated beneficiary's parent or guardian.

OPTION: If this option is selected on the Coverdell Education Savings Account Application, the responsible individual shall continue to serve as the responsible individual for the custodial account after the designated beneficiary attains the age of majority under state law and until such time as all assets have been distributed from the custodial account and the custodial account terminates. If the responsible individual becomes incapacitated or dies after the designated beneficiary reaches the age of majority under state law, the responsible individual shall be the designated beneficiary.

Article VI

The responsible individual as indicated on the Coverdell Education Savings Account Application, may or may not change the beneficiary designated under this agreement to another member of the designated beneficiary's family described in section 529(e)(2) in accordance with the custodian's procedures.

Article VII

1. The depositor agrees to provide the custodian with all information necessary to prepare any reports required by section 530(h).
2. The custodian agrees to submit to the Internal Revenue Service (IRS) and responsible individual the reports prescribed by the IRS.

Article VIII

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III will be controlling. Any additional articles inconsistent with section 530 and the related regulations will be invalid.

Article IX

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 depositor and the custodian whose signatures appear on the Coverdell Education Savings Account Application.

Article X

10.01 *Definitions:* In this part of this Agreement (Article VIII), the words "you" and "your" mean the Depositor and/or the "responsible individual", 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 account.

10.02 *Notices and Change of Address:* Any account statement or notice regarding this Coverdell Education Savings Account 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.

10.03 *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 Account, or make any suggestions to you with respect to the investment, retention or disposition of any asset held in the Account. 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 Account. 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 Coverdell Education Savings Account may be rolled over to this Account. 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 the benefit of the designated beneficiary. 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 X, we reserve the right to refuse to follow any investment direction by you which we determine violates any Federal or State Law.

10.04 *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 Account. 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 Account. For more information on our fees, please refer to section 10.05(c) and (k) and the current separate Schedule of Fees. Any brokerage commissions attributable to the assets in the Account will be charged to the Account. You cannot reimburse the Account for those commissions.

10.05 *Your Investment Powers and Our Custodial Duties/Obligations*

(a) **Investment of Account**—Subject to Section 10.05(f), you have sole authority and discretion, fully and completely, to select and to direct the investment of all assets in the Account. 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 Account. 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 Account, 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.

(b) **Limitation of Investment Powers**—We, as Custodian of the Account assets entrusted to us under the Account, shall not commingle the Account with any other property we hold except in a common trust fund or common investment fund. We retain the power to take such actions as are reasonable and necessary to carry out our duties under the Account. 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, rights and duties:

1) To hold or invest any part or all of the Account in any asset permissible under law as an investment for a Coverdell Education Savings 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 Account, 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 Account 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 10.05(k);

5) To transfer all or any part of the Account 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 or duty:

1) To hold any securities or other property in the Account 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 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;

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

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

5) 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;

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

7) To begin, maintain or defend any litigation necessary in connection with the administration of the Account, 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 Account assets;

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

9) To employ and pay from the Account 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

10) To charge you separately for any fees or expenses or deduct the amount of the fees or expenses from the assets in the Account 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 Account for any unpaid fee balance and can, at our discretion, require you to retain uninvested cash in the Account 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 to the fees reflected on the most recent fee schedule, The Custodian may receive compensation from a depository bank for necessary administrative services as part of the establishment of and maintenance of the custodial cash account including, but not limited to sub-accounting services, depository institution selection, record-keeping and transaction processing. This compensation may be paid separately by the depository institution or be deducted from the interest earned on the account. However, the Depositor will receive a rate of interest that shall be set by the Custodian's Board of Directors at least annually consistent with rates being offered by one or more depository institutions for similar accounts. The Custodian, at its discretion, may place deposits with one or more depository banks.

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 relating to investments held in the account.

(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 designated by you upon such form as we may prescribe. 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.

(e) Investment directions may be given by you directly to your 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 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.

(f) **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 a 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 Account 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 Account account. You further agree to maintain sufficient liquid funds

in the 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 Account 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 Note Servicing Agent Agreement with a third-party Agent, on a form acceptable to us. Said 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 Account 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, i.e., we do not monitor your account to ensure receipt of note payments, notify you in the event of default, prepare or compute payoff balances, prepare or file Form 1098, etc.

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.

(g) **Delegation of Investment Responsibility**—We may, but are not required to, permit you to delegate investment responsibility for the Account 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.

(h) **Broker**—You have the sole responsibility for the appointment, selection and retention of a Broker. You have the sole responsibility for determining whether the Broker is qualified to act in that capacity. We shall assume that the Broker appointed by you is at all times qualified to act. We shall further assume that the Broker possesses the authority to act in that capacity until such time as you have appointed another Broker.

The Broker will be responsible for the execution of securities orders. The Broker may require that you sign an agreement which sets forth, among other things, its responsibilities and your responsibilities regarding securities transactions for the Account.

(i) **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.

(j) **Valuation of Assets**—We shall value assets of the account on a periodic basis utilizing various outside sources. However, we do not guarantee the accuracy of such 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, 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 an appraisal of the asset. If you do not provide such an appraisal, we may report the asset's value at its last known fair market value or at its acquisition cost. 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.

(k) **Unrelated Business Taxable Income**—Certain investments may generate taxable income within the Account 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 Account 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 (currently $1000). In such instances, the IRS requires that a Form 990-T be filed for the Account along with the appropriate amount of tax. We do not monitor the amount of UBTI in the Account with us and do not prepare Form 990-T. Therefore, you must monitor UBTI for this and any other Account which you may hold and prepare, or have prepared, the proper 990-T tax form and forward it to us for filing, along with authorization to pay any tax due from the Account account.

(l) **Life Insurance**—You may not direct the purchase of a life insurance contract.

(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 10.05(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.

10.06 *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 Account to another financial organization. If you do not complete a transfer of the Account within 30 days from the date we mail the notice to you, we have the right to transfer the Account assets to a successor Account Custodian or Trustee that we choose in our sole discretion or we may pay the Account to you in a single sum. 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 Account assets pursuant to this section.

If this Agreement is terminated, we may hold back from the Account 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 Account;

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

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 Account) is bought by another organization, that organization (or agency) shall automatically become the Trustee or Custodian of the Account, but only if it is the type of organization authorized to serve as a Account Trustee or Custodian.

If we are required to comply with Section 530 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.

10.07 *Amendments:* We have the right to amend this Agreement at any time and charge a fee for IRS mandated amendments. Any amendment we make to comply with the Code and related Regulations does not require your consent. You will be deemed to have consented to any other amendment unless, within 30 days from the date we mail the amendment, you notify us in writing that you do not consent.

10.08 *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.

10.09 We will not be liable for any penalties or taxes related to any distribution requested by you.

10.10 *Transfers From Other Plans:* We can receive amounts transferred to the Account from the Custodian or Trustee of another Coverdell Education Savings Account. We reserve the right not to accept any transfer or rollover.

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

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

10.13 *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 California 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 your 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 Account, and inure to the benefit of us, our successors or assigns and are binding on you and your heirs, successors or assigns.

10.14 *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, with respect to (A) any negligence or alleged negligence, whether passive or active, by the Custodian, its subsidiaries and administrator (including its officers, agents and employees), (B) any breach or alleged breach, whether passive or active, by the Custodian, its subsidiaries and administrator (including their officers, agents and employees) of any responsibilities under this Agreement, or (C) any breach or alleged breach, whether passive or active, by a third party of 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 Account 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).

10.15 *Adverse Claims:* If we receive any claim to the assets held in the Account 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 Account 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.

10.16 *Fund Not Guaranteed:* We do not guarantee the Fund (the 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 Fund

10.17 *Arbitration Claims:* Any controversy arising out of or relating to this Agreement or the breach thereof, or to the Account or any transactions authorized by you and/or your agent, shall be settled by arbitration in San Francisco County, California, according to the rules of The American Arbitration Association. Arbitration is final and binding on the parties. 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

10.18 *Attorneys' Fees*

(a) 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.

(b) 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.

10.19 *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).

ForgeTrust

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) For Precious Metals Only 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. Segregated storage is available for gold, platinum and palladium only (no silver).	$100 minimum storage fee 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) Storage fees charged at initial purchase and annually thereafter on the purchase anniversary. Blue Vault shipping fees will apply. 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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