



## SECTION 3 | Digital Currency Purchase Investment Fee Authorization

**NOTE:** When considering the amount of the investment please be advised that Preferred Trust Company requires a minimum cash balance of \$500.00 and (if applicable) all outstanding fees paid. The Digital Currency Purchase Transaction Fees below will be deducted from the IRA account prior to the completion of the purchase.

- Account Owner Initials  **Purchase Transaction Fee | \$200**  
This fee will be paid from my custodial account to Preferred Trust Company for each type of digital currency purchased after the initial purchase.
- Account Owner Initials  **Digital Currency Purchase Wire Fees | \$30 each**  
There will be a wire fee to send the funds from my IRA to the digital currency trading platform provider.

## SECTION 4 | Investment Authorization & Direction Disclosure and IRA Account Owner Agreement

1. Preferred Trust Company (Custodian) does not investigate, sponsor, or endorse any investment product. The account owner (Herein described as "you") assume the sole responsibility for the success or failure of your investment(s). You are responsible for directing the investment of assets in your account. Preferred Trust Company does not provide any investment advice, or recommend or evaluate the merits or suitability of any investment.
2. If you were referred to Preferred Trust Company by a financial representative, agent, affiliate of Preferred Trust Company, or outside investment firm, Preferred Trust Company is not responsible for and is not bound by any representations, warranties, statements or agreements made by any financial representative, agent, affiliate of Preferred Trust Company, or outside investment firm.
3. Preferred Trust Company does not offer any investment advice, nor does it endorse any investment, investment product, or investment strategy. Custodian does not endorse any financial advisor, representative, broker, or other party involved with an investment selected by me. It is my own responsibility to perform proper due diligence regarding any such representative, financial advisor, broker, or other party. Any review performed by Custodian with respect to an investment shall be solely for Custodian's own purposes of determining the administrative feasibility of the investment and in no way, should be construed as an endorsement of any investment, Investment Company, or investment strategy. In addition, the acceptance of any investment should not be construed as an endorsement of any investment, Investment Company, or investment strategy.
4. Custodian is acting solely as passive Custodian to hold retirement account assets and in no other capacity. Custodian has no responsibility to question any investment directions given by me or any appointed financial representative or agent. I understand that the Custodian does not compensate or receive compensation from the chosen representative or agent.
5. Custodian is under no obligation or duty to investigate, analyze, monitor, verify title, or otherwise evaluate any investment contemplated herein, or to obtain or maintain insurance coverage, (liability, property, or otherwise) with respect to any assets or investments purchased by me. Custodian is not responsible to take any action should there be any default or any other obligation regarding this investment.
6. It is not the responsibility of the Custodian to review the prudence, merits, viability, or suitability of any investment made by me or to determine whether the investment is acceptable under ERISA, the Internal Revenue Code, or any other applicable law. I understand that certain transactions are prohibited in individual retirement accounts and qualified retirement plans under Section 4975 of the Internal Revenue Code. I further understand that the determination of a prohibited transaction depends on the facts and circumstances that surround the transaction. Custodian will not determine as to whether the investment is prohibited.
7. I understand that should my IRA engage in a prohibited transaction; my account will incur a taxable distribution as well as possible penalties.
8. Custodian does not provide legal or tax services or advice with respect to my investment. I represent to the Custodian that I have consulted with my own legal, tax, and accounting advisors to ensure that my investment does not constitute a prohibited transaction and that my investment complies with all applicable federal and state laws. The undersigned releases and indemnifies, and agrees to hold harmless and defend Custodian if my investment or sale of assets pursuant to the Investment Authorization & Direction violates any federal or state law or regulation or otherwise results in a disqualification, penalty, fine, or tax imposed upon the IRA, Custodian, or the undersigned.
9. In the event any investment for my retirement account produces taxable income (unrelated or debt financed) pursuant to IRS 511-514, I agree to prepare or have prepared for me, the required tax form along with an Investment Authorization & Direction form authorizing the Custodian to pay taxes from my account. All forms must be submitted to the Custodian for filing at least five (5) days prior to the date on which they are due.
10. The undersigned authorizes and directs Custodian to execute and deliver, on behalf of the undersigned's IRA, all documents delivered to the Custodian relating to my investment and Custodian shall have no responsibility to determine or verify that any such documents are complete, accurate, or constitute necessary to comply with this direction.
11. Custodian shall be responsible to comply with those investment directions given by the undersigned to purchase, retain, and/or sell assets attainable by Custodian "over the counter" on a recognizable change or otherwise, including, without limitation, bank deposits, real property, promissory notes and other indebtedness, mortgages, viaticals, digital currency, securities, interests in partnerships and limited liability companies, account receivable, security interests, etc.; provided in each case that the investment may be obtained by the Custodian and is compatible with its administrative and operational requirements and framework, as determined by the Custodian, in its sole discretion.
12. The undersigned agrees that any documents sent to the undersigned by the Custodian relating to my investment shall be deemed approved by the undersigned, unless written notice to the contrary is received by the Custodian within five (5) days after delivery of such documents by the Custodian.
13. Custodian shall use reasonable efforts to acquire or sell investments in accordance with the directions of the undersigned within a reasonable period after the Custodian has received an investment direction and Custodian shall make reasonable efforts to notify the undersigned if Custodian is unable or unwilling to comply with an investment direction. Custodian will, subject to the foregoing, remit funds as directed, but has no responsibility to verify or assess that such funds have been invested to purchase or acquire the asset selected by me.
14. Custodian shall have no duty or responsibility to disburse any payment for investments without express direction. I agree to provide Custodian with payment instructions utilizing Custodian's Investment Authorization & Direction form or such form approved by Custodian. Custodian also has the right not to affect any transaction/investment in which it deems to be beyond the scope of its administrative capabilities or expertise.

15. Custodian shall be fully protected and indemnified in acting upon any instrument, certificate, form, or paper believed to be genuine and to be signed or presented by the proper person or persons whether by facsimile or other copy, and Custodian is under no duty to make any investigation or inquiry as to any statement contained in such writing, but may accept the same as conclusive evidence of the truth and accuracy of the statements contained therein.
16. The undersigned represents to Custodian that if any investment is a "security" under applicable federal or state securities laws, such investment has been registered or is exempt from registration under federal and state securities laws; and the undersigned releases and waives all claims against Custodian for its role in carrying out the instructions of the undersigned with respect to such investment. The undersigned acknowledges that the foregoing representation is being relied upon by Custodian in accepting the undersigned's Investment Authorization & Direction form and agrees to indemnify Custodian with respect to all costs, expenses (including attorney's fees), fines, penalties, liabilities, damages, actions, judgments, and claims arising out of such investment and/or a breach of the foregoing representation.
17. The undersigned understands that valuations of illiquid assets (assets that are not traded on a public exchange) are generally reported at cost, or value provided to us by issuers, program sponsors, IRA owners, or estimates of value. These values are only for guidance or reporting purposes and should not be deemed an accurate representation of true fair market value of the asset. Where no readily available market information exists, assets may be designated as "not available." The undersigned consents to the fee schedule of Custodian as in effect, as may be modified from time to time.
18. The undersigned releases and indemnifies, holds harmless and defends Custodian from any and all claims, damages, liability, actions, costs, expenses (including, without limitation, attorney's fees) and responsibility for any loss resulting to the Retirement account, the undersigned, or to any beneficiary or incurred by Custodian, in connection with or by reason of any sale or investment made or other action taken (or omitted to be taken) pursuant to and/or in connection with the Investment Authorization & Direction or resulting from serving as Custodian. Any suit filed against Custodian arising out of or in connections with its role as Custodian of the undersigned's retirement account shall only be instituted in the courts of Clark County, Nevada; and the undersigned agrees to submit to such jurisdiction. The undersigned agrees to reimburse or advance to the Custodian, on demand, all legal fees, expenses, costs, fines, and penalties incurred or to be incurred relating to the defense, contest, or prosecution of any claim made, threatened or asserted pertaining to the undersigned's investment through Custodian, including, without limitation, claims asserted by the undersigned, any state or federal regulatory authority or self-regulatory organization.
19. My account is self-directed and I, alone, am responsible for the selection, due diligence, management, review, and retention of all investments in my account. I agree that the Custodian is not a fiduciary for my account, as the term is defined in the Internal Revenue Code, ERISA, or any other applicable federal, state, or local laws. I hereby direct the Custodian, in their passive capacities, to enact this transaction for my account. I acknowledge and confirm that I have received, read, and understand each of the disclosures for my account(s) and direction(s) of investment, and consent and agree to the terms and conditions contained therein.
20. I understand that the Custodian has the right to liquidate assets in my IRA if necessary to make distributions or to pay fees, expenses, indemnities, taxes, federal tax levies, penalties, or surrender charges properly chargeable against my IRA. If I fail to direct the Custodian as to which assets to liquidate, the Custodian will decide, in its complete and sole discretion, and I agree not to hold the Custodian liable for any adverse consequences that result from their decision. In the event I fail to pay any fees, costs, indemnities, penalties, expenses or payments due to the Custodian required by this Agreement or otherwise, and such amounts remain unpaid 10 days after notice from the Custodian, immediately upon the expiration of such 10 day cure period the Custodian shall be deemed the prompt and complete payment of such unpaid fees or other amounts, pledge, assign and grant to the Custodian to the maximum extent permitted by law and the Regulations, a lien on and security interest in all of my rights, title and interests in such portion of the custodial account, the Un-Invested Cash Funds and any other deposit, monies, accounts and other assets in such accounts or otherwise deposited with the Custodian at such time in an amount equal to the amounts necessary to pay in full such amounts then due to the Custodian.
21. I acknowledge that the Custodian, its Managers and employees cannot be held responsible for the storage and safekeeping of the digital currency held by the depository and hereby release and hold harmless Preferred Trust Company, its Managers and employees from any loss or damages that I may incur with respect to depository and any activities or lack of activities on the part of the said depository.
22. As an account owner of a self-directed retirement account, I understand, acknowledge, represent and warrant to the Custodian the following:
  - a. I have properly titled all assets held by my retirement account;
  - b. Any individuals and/or entities associated with this investment does not constitute a "disqualified person" as defined by IRC 4975(e)(2);
  - c. I am not receiving any personal benefit from the investments made by my retirement account;
  - d. If my retirement account invests in an asset that does not provide an automated update regarding its Fair Market Value (FMV), I must provide that value to Preferred Trust each year as requested;
  - e. An investment in my retirement account may create Unrelated Business Taxable Income (UBTI), and I will consult my tax advisor or CPA on the tax consequences of my investment;
  - f. My retirement account has invested in an asset that complies with all applicable federal and/or state laws and requirements;
  - g. I have provided all documentation associated with my investment to Preferred Trust Company, LLC;
  - h. I have read the disclosures provided with the Investment Authorization & Direction form and accept all risk that may be associated with the asset I have chosen; and
  - i. The Custodian does not insure the investments made by my retirement account.

DIGITAL CURRENCY IS NOT LEGAL TENDER, AND IS NOT BACKED BY THE US GOVERNMENT. BALANCES OF DIGITAL CURRENCIES ARE NOT SUBJECT TO FEDERAL DEPOSIT INSURANCE CORPORATION, SECURITIES INVESTOR PROTECTION OR CORPORATION PROTECTIONS; LEGISLATIVE AND REGULATORY CHANGES OR ACTIONS AT THE STATE, FEDERAL, OR INTERNATIONAL LEVEL MAY ADVERSELY AFFECT THE USE, TRANSFER, EXCHANGE, AND VALUE OF DIGITAL CURRENCY; TRANSACTIONS IN DIGITAL CURRENCY MAY BE IRREVERSIBLE, AND, ACCORDINGLY, LOSSES DUE TO FRAUDULENT OR ACCIDENTAL TRANSACTIONS MAY NOT BE RECOVERABLE; SOME DIGITAL CURRENCY TRANSACTIONS SHALL BE DEEMED TO BE MADE WHEN RECORDED ON A PUBLIC LEDGER, WHICH IS NOT NECESSARILY THE DATE OR TIME THAT THE COUNTERPARTY INITIATES THE TRANSACTION; THE VALUE OF DIGITAL CURRENCY MAY BE DERIVED FROM THE CONTINUED WILLINGNESS OF MARKET PARTICIPANTS TO EXCHANGE FIAT CURRENCY FOR DIGITAL CURRENCY, WHICH MAY RESULT IN THE POTENTIAL FOR PERMANENT AND TOTAL LOSS OF VALUE OF A PARTICULAR DIGITAL CURRENCY SHOULD THE MARKET FOR THAT DIGITAL CURRENCY DISAPPEAR; THERE IS NO ASSURANCE THAT A PERSON WHO ACCEPTS A DIGITAL CURRENCY AS PAYMENT TODAY WILL CONTINUE TO DO SO IN THE FUTURE; THE VOLATILITY AND UNPREDICTABILITY OF THE PRICE OF DIGITAL CURRENCY RELATIVE TO FIAT CURRENCY MAY RESULT IN SIGNIFICANT LOSS OVER A SHORT PERIOD OF TIME; THE NATURE OF DIITAL CURRENCY MAY LEAD TO AN INCREASED RISK OF FRAUD OR CYBER ATTACK; AND THE NATURE OF DIGITAL CURRENCY MEANS THAT ANY TECHNOLOGICAL DIFFICULTIES MAY PREVENT THE ACCESS OR USE OF AN INVESTOR'S DIGITAL CURRENCY.

I agree to release, hold harmless, and indemnify Preferred Trust Company regarding any claims, liabilities, costs or expenses arising out of the investment and/or any dispute that may occur in the future regarding the investment. I, the undersigned, understand the provisions herein and agree to be bound by the indemnification contained in the Preferred Trust Company Individual Retirement Account Custodial Agreement and Investment Authorization & Direction.

Signature of Account Owner  Date

**INTERNAL USE ONLY**

**Verified**  
(Initials and Date)