

## Crypto Roth Conversion: (Traditional IRA & Roth IRA)



### Step 1:

Open Crypto Roth IRA account with Directed IRA. Sign account agreement and provide government ID (such as driver's license or passport).

### Step 2:

Transfer or rollover existing retirement account funds or make a new contribution. The funds will be received in your traditional IRA account and then converted over to your Crypto Roth IRA.

### Step 3:

As part of your Crypto account application, you will authorize us to setup a Gemini trading account for your IRA. You will also authorize the initial investment amount from your Directed IRA account to fund your Gemini trading account.

### Step 4:

You will receive an email from Gemini with login and onboarding instructions to access and use your Gemini crypto trading account where you can buy Bitcoin, Ether, Litecoin, and 40+ other Cryptocurrencies. This must be a unique email that is not already used with a personal Gemini account.

### Step 5:

You will trade and store your cryptocurrency with your IRA owned Gemini account.

**INVESTMENTS: NOT FDIC INSURED ▪ NO GUARANTEE ▪ MAY LOSE VALUE**

**Secure File Upload:**

www.directedira.com/secureupload

**Email Forms to:**

[Crypto@directedira.com](mailto:Crypto@directedira.com)

**Send Mail to:**

3033 N. Central Ave. Ste. 400  
Phoenix, AZ 85012

**Phone:** (602) 899-9396

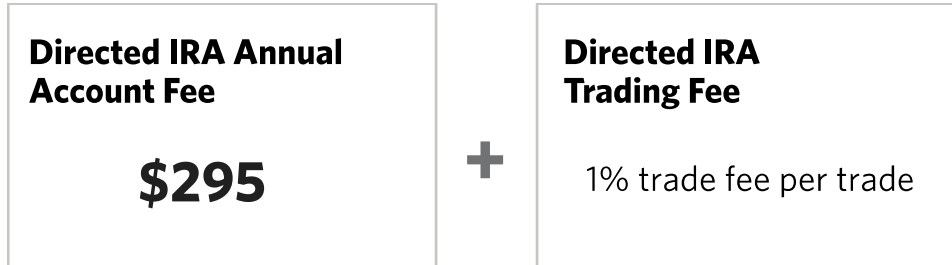
**Fax:** (602) 899-9641

# Frequently Asked Questions (FAQs)

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## What are the fees for a Crypto IRA?

The Crypto IRA fees consist of an Annual Account Fee charged by Directed IRA of \$295, a 1% per trade fee, and a one-time \$50 Asset Processing Fee to fund your Gemini account. These fees are charged to your credit card on file or can be deducted from your account by Directed. Gemini's trade fee is 0.25% to 0.35% per trade.



*Gemini trade fee of 0.25% to 0.35%*

## What Fees Does Gemini Charge?

0.25% - 0.35% (25-35 bps), which is Gemini's special discounted ActiveTrader fee schedule. These fees are charged at the Gemini account level. A \$1,000 trade would be subject to a fee at Gemini of \$2.50 (min) to \$3.50 (max) under the current Gemini active trader fee schedule.

## Are There Storage Fees?

There is no additional fee to store your crypto on the Gemini exchange. Off-line cold storage is offered by Gemini for an annual fee of 1%.

## What Cryptocurrency Can I Buy?

Bitcoin, Ethereum, Litecoin, and 40+ additional cryptocurrency as listed on the Gemini Exchange with new ones being added constantly.

## I already have an account at Directed IRA with other Self-Directed assets, can I trade crypto directly with this account?

No. Crypto IRAs have a different system, compliance, and procedural processes. A separate Crypto IRA must be established at Directed to link to a Gemini crypto trading account.

## Can You Explain the Fees for a New Account Buying \$10,000 in Crypto?

The new account will be subject to the following fees.

- Processing Fee to Fund Gemini Crypto Trading Account (Directed) \$50
- 1% Trading Processing Fee (Directed) on \$10,000 in trades \$100
- 0.35% (max) Gemini Trade fee (active trader fee settings for account) \$35

Directed Fees = \$150

Gemini Fees = \$35

**Total = \$185**

# CRYPTO ROTH IRA & TRADITIONAL IRA New Account Application

## IMPORTANT INFORMATION

In order to help the Government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each client who opens an account. When you open an account, we will ask for your name, physical address, date of birth, Social Security number, government issued photo ID and other information that will allow us to identify you.

### 1. Account Owner Information \*Indicates a required field.

\*First Name: \_\_\_\_\_ \*MI: \_\_\_\_\_ \*Last Name: \_\_\_\_\_

\*Social Security Number: \_\_\_\_\_ \*Date of Birth: \_\_\_\_\_

**Gender:**  Female  Male **Citizenship:**  U.S.  Other (specify) \_\_\_\_\_

**If applicable, name of referring organization, individual or promotion code:** \_\_\_\_\_

### 2. Contact Information \*Indicates a required field.

\*Physical/ Residential Address: \_\_\_\_\_

\*City: \_\_\_\_\_ \*State: \_\_\_\_\_ \*Country: \_\_\_\_\_ \*Zip: \_\_\_\_\_

\*Primary Phone: \_\_\_\_\_ Type:  Cell  Home  Business

Other Phone: \_\_\_\_\_ Type:  Cell  Home  Business

Directed IRA Email Address: \_\_\_\_\_

*This email address will be used by Directed IRA to communicate information about your account(s).*

Please use the email address above for my Gemini Trading Account. I confirm that I do not have a personal Gemini Account under this email address.

Please use this email address for my Gemini Trading Account. I confirm that this is a unique email that is not already used with a personal Gemini Account: \_\_\_\_\_.

*Optional Mailing Address:* I would like to designate the following as my mailing address.

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_ Zip: \_\_\_\_\_

### 3. Paper Statements (Optional)

ALL Statements will be sent annually via the email address provided above. You will need to register for online access to view these documents.

- Please check box **ONLY** if you prefer to receive paper versions of your statement and invoices. Please be aware that there is a \$20 annual fee for paper statements. We will continue to use your email to communicate information about your account.

#### 4. Beneficiary Designation

I hereby designate the person(s) named herein as primary and/or contingent beneficiary(ies) to receive my interest in this IRA according to the terms of the Custodial Account Agreement, hereby revoking any such prior designations made by me. Please refer to the terms under the Custodial Account Agreement for further information regarding disbursement of retirement funds after death to beneficiaries listed below.

##### A. Married Participants

I am married and hereby make the following election (Select i. or ii.)

**i. Spouse is 100% Primary Beneficiary.**

**ii. Spouse is NOT 100% Primary Beneficiary:** I hereby name my primary beneficiary(ies) as listed in Section C below. If my legal residence is in a community property state (AZ, CA, ID, LA, NV, NM, TX, WA, WI), my spouse will complete and sign the Spousal Consent Form. If you are married and have listed a non-spouse as your primary beneficiary, you should seek separate legal counsel as to the laws of your state to ensure the validity of your election.

##### B. Unmarried Participant

I am NOT married and hereby designate the beneficiary(ies) shown in Section C below. I understand that if I become married in the future, my account will pass according to spousal laws in my state, unless I update my designation following my marriage to confirm my wishes.

##### C. Beneficiary Designation(s)

<input type="radio"/> Primary	<input type="radio"/> Spouse <input type="radio"/> Child <input type="radio"/> Trust <input type="radio"/> Other*	1) Name:	*Other Relationship:
		Date of Birth: (MM/DD/YYYY)	Share Percentage %
<input type="radio"/> Primary <input type="radio"/> Contingent	<input type="radio"/> Spouse <input type="radio"/> Child <input type="radio"/> Trust <input type="radio"/> Other*	2) Name:	*Other Relationship:
		Date of Birth: (MM/DD/YYYY)	Share Percentage %
<input type="radio"/> Primary <input type="radio"/> Contingent	<input type="radio"/> Spouse <input type="radio"/> Child <input type="radio"/> Trust <input type="radio"/> Other*	3) Name:	*Other Relationship:
		Date of Birth: (MM/DD/YYYY)	Share Percentage %
<input type="radio"/> Primary <input type="radio"/> Contingent	<input type="radio"/> Spouse <input type="radio"/> Child <input type="radio"/> Trust <input type="radio"/> Other*	4) Name:	*Other Relationship:
		Date of Birth: (MM/DD/YYYY)	Share Percentage %

<input type="radio"/> Primary  <input type="radio"/> Contingent	<input type="radio"/> Spouse <input type="radio"/> Child <input type="radio"/> Trust <input type="radio"/> Other*	5) Name:	*Other Relationship:
		Date of Birth: (MM/DD/YYYY)	Share Percentage %
<input type="radio"/> Primary  <input type="radio"/> Contingent	<input type="radio"/> Spouse <input type="radio"/> Child <input type="radio"/> Trust <input type="radio"/> Other*	6) Name:	*Other Relationship:
		Date of Birth: (MM/DD/YYYY)	Share Percentage %
<input type="radio"/> Primary  <input type="radio"/> Contingent	<input type="radio"/> Spouse <input type="radio"/> Child <input type="radio"/> Trust <input type="radio"/> Other*	7) Name:	*Other Relationship:
		Date of Birth: (MM/DD/YYYY)	Share Percentage %
<input type="radio"/> Primary  <input type="radio"/> Contingent	<input type="radio"/> Spouse <input type="radio"/> Child <input type="radio"/> Trust <input type="radio"/> Other*	8) Name:	*Other Relationship:
		Date of Birth: (MM/DD/YYYY)	Share Percentage %

If you are designating your Trust as either Primary or Contingent Beneficiary, please submit a copy of the trust documents.

The total percentage for each level of beneficiary, both primary and contingent, must equal 100%. For example: if you are designating 3 beneficiaries with rights to equal portions of the account, the amount should reflect 33.33%, 33.33% and 33.34%. If your beneficiary designation request for each level of beneficiary does not total 100%, Directed IRA will correct any excess or short-fall percentage allocation by applying the ration of the percentage allocated among the beneficiaries at each level.

**Account Owner Signature (REQUIRED) (notary signature not required)**

I have completed, understand and agree to all pages of this Beneficiary Designation. This designation supersedes all prior designations. Subject to and accordance with the terms of the Custodial Account Agreement, I am making the above beneficiary designation(s) for my vested account in the event of my death. I have received a copy of the Custodian Account Agreement which outlines Beneficiary Designations under Article VIII (12).




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**Account Owner Signature**

**5. Interested Party Authorization - Informational Only (Optional)**

I authorize the following person to discuss/receive information regarding my account via phone, e-mail or fax. They will NOT have investment or transaction authority. I understand that I may revise the Interested Party on my account at any time by completing the Interested Party Authorization form and submitting it to Directed IRA.

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last Name: \_\_\_\_\_

Company Name (if applicable): \_\_\_\_\_

SSN or EIN: \_\_\_\_\_ \*Date of Birth: \_\_\_\_\_

\*Used for phone verification purposes only.

Relationship: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

Check here if you would also like your Interested Party to receive all account notifications via email and to view your account information online (email address required above).

**6. How do you want Account Fees and Trade Fees Paid? (Choose One)**

Use Credit/Debit Card for Fees - Charge all Account and Trading Fees to the credit/debit card below.

Deduct Fees from Account - **ONLY** Available For Accounts Funded with **\$50,000 or more.**

If you have selected deduct from account, you will be required to leave the following cash available in your Directed IRA account.

- \$295 for First Year Annual Fee
- \$50 Processing Fee
- **Total = \$345**
- Plus 1% of the amount to be funded to your Gemini trading Crypto account to cover your initial Trading fees.

If the available cash is insufficient in your Directed IRA account, then the fees will be deducted from the credit/debit card below. If the credit/debit card declines, the fees will be deducted from U.S. dollars in your Gemini crypto trading account. If U.S. dollars are insufficient in your Gemini crypto trading account, then fees will be deducted in-kind in crypto. If fees are deducted in-kind in crypto it shall be taken at a U.S. dollar value for the fees due from your last traded cryptocurrency.

All accounts are required to maintain a valid credit/debit card on file at all times. Please see Custodial Account Agreement and Fee Schedule for more information on Billing and Fee Collection.

<b>Credit Card Information</b>
Name on Card: _____
Card Number: _____
Exp. Date (mm/yy): _____ CVV (security code on back of card): _____
<input type="checkbox"/> Check this box <b>ONLY</b> if the billing address associated with this card is the same as your physical address listed above.
Billing Address: _____
City: _____ State: _____ Zip Code: _____

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## 7. Roth Conversion Authorization

I instruct Directed IRA to :

- Establish a brand-new Traditional and Roth IRA.
- Establish a Traditional IRA only. I already have a Crypto Roth Account Number established: \_\_\_\_\_
- Establish a Roth IRA only. I already have a Traditional Account Number established: \_\_\_\_\_

Please select one:

- Convert Entire Traditional Account to Roth and Close Traditional** - Convert the entire amount of available cash received in my Traditional IRA to my Roth IRA following my transfer or rollover and close the traditional account. Account establishment fee (\$50) is due for the Traditional IRA and the fee to complete a Roth conversion of \$95. The Annual Account fee will NOT be charged for the Traditional IRA as it will be closed.
- Convert a Specific Amount and leave open** - Please only convert the specific amount below and keep my traditional account open. Account establishment fee (\$50) is due for the Traditional IRA and the fee to complete a Roth conversion of \$95. The Annual Account fee of \$295 will be charged for the Traditional IRA as it will be left open.

Specific Amount to Convert: \$ \_\_\_\_\_

I wish to convert my Traditional IRA account to a Roth IRA as indicated above. I understand that this conversion will be reported both as a distribution on which I may owe income tax and a conversion contribution to my Roth IRA. I further understand that it is my responsibility to ensure that I am qualified to make this conversion and that none of the conversion assets include disqualified assets.



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**Account Owner Signature**

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## 8. Withholding Election for Roth Conversion

The distributions you receive from your Account are subject to federal income tax withholding unless you elect not to have withholding apply. You may elect not to have withholding apply to your distribution payments by completing the "Federal Tax Withholding Election" section above. If you do not complete the "Federal Tax Withholding Election" section by the date your distribution is scheduled to begin, federal income tax will be withheld from the amount withdrawn at a rate of 10%.

If you elect not to have withholding apply to your distribution payments, or if you do not have enough federal income tax withheld from your distribution, you are responsible for payment of any estimated tax. You may incur penalties under the estimated tax rules if your withholding and estimated tax payments are not sufficient. You understand that Directed Trust Company does not provide any tax advice, and you are encouraged to consult a tax professional.

If an option below is not selected, not less than 10 percent from an IRA (other than a Roth IRA) will be withheld from the distribution by default.

- Withhold Federal Income Tax -
  - at a rate of \_\_\_\_\_%. (Must be 10% or greater)
  - in the amount of \$\_\_\_\_\_ (Dollar amount must be 10% or greater than the total distribution value)
- **DO NOT** Withhold Federal Income Tax - I understand that I am still liable for the payment of Federal Income Tax on the amount of any distributions received. I also understand that I may be subject to Federal Income Tax penalties under the estimated tax payment rules if my payments of the estimated tax and withholding are insufficient.

**9. Withholding Election Authorization**

I certify that I am the proper party to receive payment(s) from this IRA, and that all information provided by me is true and accurate. I acknowledge that I have read the Notice of Withholding on Distributions above and have completed the Withholding Election above.

I also understand that state tax may be due and hereby opt not to have state tax withheld. I further certify that no tax advice has been given to me by Directed Trust Company. I understand that distributions are reported to the IRS, and that all decisions regarding this withdrawal are my own. I declare that I have examined this document, including accompanying information, and to the best of my knowledge and belief, it is true, correct, and complete.



**Account Owner Signature**

**10. Uninvested Cash**

I have reviewed the Uninvested Cash section of the Custodial Account Agreement and Disclosure Statement, and I hereby direct Directed Trust Company to deposit all undirected and uninvested cash from any source, including but not limited to contributions, transfers, proceeds from asset sales and income and distributions from assets held in the custodial account. Uninvested Cash shall be deposited with banks and will be insured by the FDIC up to the federal deposit insurance limits (currently \$250,000, per account holder) and any excess amount will not be insured by the FDIC. However, I acknowledge and agree that Directed Trust Company makes no representations or warranties as to the financial status of any depository bank or its ability to satisfy its obligations to the Account Owner. Directed Trust Company shall receive and retain interest on uninvested cash pursuant to the Custodial Account Agreement. I further understand and agree that my account has a minimum cash requirement and that fees are applicable to accounts that fall below the required minimum, as outlined in the Custodial Account Agreement, Disclosure Statement and Fee Schedule. I also understand and agree that Directed Trust Company may require me to give at least 7 days' notice of my intent to withdraw funds from my custodial account.

**11. Duties**

Directed IRA performs the duties of an independent custodian of assets for self-directed individuals and business retirement accounts and does not provide investment advice, sell investments, or offer any tax or legal advice. Clients or potential clients are advised to perform their own due diligence in choosing any investment opportunity as well as selecting any professional to assist them with an investment opportunity. Investments are not FDIC insured and are subject to risk, including loss of principal.



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## 12. Participant Acknowledgement & Signature

I, the undersigned Participant (Account Owner), hereby establishes a Roth Conversion Account, which consists of a Traditional Individual Retirement Account (IRA) and Roth Individual Retirement Account (IRA) under the IRA Custodial Account Agreement, which is incorporated within this application by this reference. I designate Directed IRA as Custodian of this IRA and make the following declarations.

I have read, understand and agree to all of the terms as set forth in the Traditional IRA and Roth IRA New Account Application, Custodial Account Agreement, IRA Disclosure Statement and the Crypto IRA Fee Schedule (collectively, "Plan Documents,") and I have retained a copy of the Plan Documents, including a copy of this completed Application. The Plan Documents are also available to me at the Directed IRA web site at [www.directedira.com](http://www.directedira.com). I also understand that fees are not prorated upon establishment or termination, and I consent to have my conversations with Directed IRA recorded.

*Please complete, sign and return this Application (with all fields completed) along with a valid photo ID. If fields are not applicable, please indicate by printing "N/A" or "None" where appropriate. Please note electronic signatures on this form must include the electronic signature Certification page or Certification Stamp if not completed through our site. If one is not included, **we will not accept this form**. Be sure to keep a copy of this application for your records.*



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**Account Owner Signature**

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### INVESTMENTS: NOT FDIC INSURED ▪ NO GUARANTEE ▪ MAY LOSE VALUE

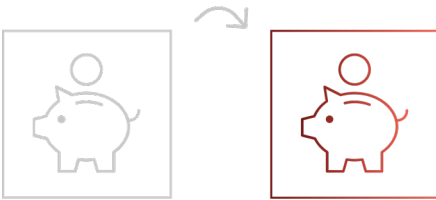
<b>Secure File Upload:</b> <a href="http://www.directedira.com/secureupload">www.directedira.com/secureupload</a>	<b>Email Forms to:</b> <a href="mailto:Crypto@directedira.com">Crypto@directedira.com</a>	<b>Send Mail to:</b> 3033 N. Central Ave. Ste. 400 Phoenix, AZ 85012	<b>Phone:</b> (602) 899-9396 <b>Fax:</b> (602) 899-9641
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Directed IRA is a tradename of Directed Trust Company, an Arizona Corporation

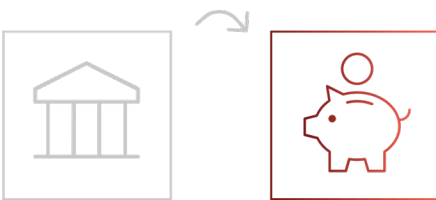
## Choose How You Will Fund Your Directed IRA Account:

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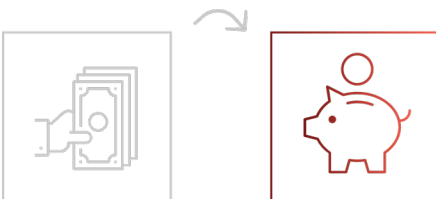
**Transfer** - Trustee to trustee, from an existing IRA or SEP account with another custodian.

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**Direct Rollover from a 401(k)** - (including direct rollover from employer's plan, 401(k), Roth 401(k), 403(b), TSP, 457, Profit Sharing, Defined Benefit).

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**New Contribution**

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**I'm Not Sure Yet?**

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**INVESTMENTS: NOT FDIC INSURED • NO GUARANTEE • MAY LOSE VALUE**

**Secure File Upload:**  
www.directedira.com/secureupload

**Email Forms to:**  
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**Send Mail to:**  
3033 N. Central Ave. Ste. 400  
Phoenix, AZ 85012

**Phone:** (602) 899-9396  
**Fax:** (602) 899-9641

# Traditional IRA Custodial Account Agreement

**Form 5305-A (Rev. April 2017)**  
**Department of the Treasury**  
**Internal Revenue Service**

**DO NOT FILE**  
**with the Internal Revenue Service**  
**Keep for your Records.**

## **Custodian: Directed Trust Company**

This Traditional Individual Retirement Account (IRA) Custodial Account Agreement (hereinafter called the "Agreement") with Stretch Provisions is made between Directed Trust Company, an Arizona Corporation, tradename, Directed IRA (hereinafter called the "Custodian") and each individual who executes an Adoption Agreement, incorporating the terms of this Agreement (hereinafter called the "Account Owner" or "you"), for the purpose of establishing a Traditional Individual Retirement Account (hereinafter called the "Custodial Account" or "Account") under section 408(a) to provide for his or her retirement and for the support of his or her beneficiaries after death. Pursuant to this Agreement the Custodian provides financial services solely in the capacity of a directed custodian. The Custodian named on the Adoption Agreement, has given the Account Owner the disclosure statement, attached hereto, required under Regulation Section 1.408-6.

## **The Account Owner and the Custodian make the following agreement:**

### **Article I**

Except in the case of a rollover contribution described in section 402(c), 403(a)(4), 403(b)(8), 408(d)(3), or 457(e)(16), an employer contribution to a simplified employee pension plan as described in section 408(k), or a recharacterized contribution described in section 408A(d)(6), the custodian will accept only cash contributions up to \$6,000 for 2019. For individuals who have reached the age of 50 by the end of the year, the contribution limit is increased to \$7,000 for 2019. For years after 2019, these limits will be increased to reflect a cost-of-living adjustment, if any.

### **Article II**

The Account Owner'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 Account Owner'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 Account Owner's entire interest in the custodial account must be, or begin to be, distributed not later than the Account Owner's required beginning date, April 1 following the calendar year in which the Account Owner reaches age 72. By that date, the Account Owner 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 Account Owner or the joint lives of the Account Owner and his or her designated beneficiary.

**3.** If the Account Owner dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:

**(a)** If the Account Owner dies on or after the required beginning date and:

**(i)** The designated beneficiary is the Account Owner'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 Account Owner'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 Account

Owner 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 Account Owner as determined in the year of the Account Owner's death and reduced by 1 for each subsequent year.

**(b)** If the Account Owner dies before the required beginning date, the remaining interest will be distributed in accordance with paragraph (i) below or, if elected or there is no designated beneficiary, in accordance with paragraph (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 Account Owner's death. If, however, the designated beneficiary is the Account Owner's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Account Owner would have reached age 72. But, in such case, if the Account Owner's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with paragraph (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 paragraph (ii) below if there is no such designated beneficiary.

**(ii)** The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Account Owner's death.

**4.** If the Account Owner dies before his or her entire interest has been distributed and if the designated beneficiary is not the Account Owner'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 Account Owner'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 Account Owner reaches age 72, is the Account Owner'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 Account Owner's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Account Owner'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 Account Owner's (or, if applicable, the Account Owner 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 Account Owner's death (or the year the Account Owner would have reached age 72, if applicable

under paragraph 3(b)(ii)) is the account value at the close of business on December 31<sup>st</sup> 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 Account Owner reaches age 72 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 traditional IRAs may satisfy the minimum distribution requirements described above by taking from one traditional IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

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#### Article V

**1.** The Account Owner agrees to provide the custodian with all information necessary to prepare any reports required by section 408(i) and Regulations sections 1.408-5 and 1.408-6.

**2.** The custodian agrees to submit to the Internal Revenue Service (IRS) and Account Owner the reports prescribed by the IRS.

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#### 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 section 408(a) and the related regulations will be invalid.

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#### 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.

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#### Stretch Provisions

*Article VIII and any Article, thereafter, may be used for any additional provisions also referred to as Stretch Provisions of this Agreement. The Stretch Provisions added hereinafter must comply with applicable requirements of state law and the Internal Revenue Code and may not imply that they have been reviewed or preapproved by the IRS.*

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#### Article VIII

**1. Applicable Law; Terminology:** This Custodial Agreement shall be governed by the laws of the jurisdiction where the Custodian is organized. The term Account Owners also includes the Account Owner's Beneficiary, where appropriate throughout this Agreement.

**2. Annual Accounting:** The Custodian shall, at least annually, provide the Account Owner or Beneficiary (in the case of death) with an accounting of the Custodial Account. Such accounting shall be deemed to be accepted by the Account Owner or the Beneficiary, if the Account Owner or Beneficiary does not object in writing within 60 days after the mailing of such accounting statement.

**3. Amendment:** The Account Owner irrevocably delegates to the Custodian the right and power to amend this Agreement. Except as hereafter provided, the Custodian will give the Account Owner 30 days prior written notice of any amendment. In case of a retroactive amendment required by law, the Custodian will provide written notice to the Account Owner of the amendment within 30 days after the amendment is made, or if later, by the time that notice of the amendment is required to be given under regulations or other guidance provided by the IRS. The Account Owner shall be deemed to have consented to any such amendment unless the Account Owner notifies the Custodian to the contrary within 30 days after notice to the Account Owner and requests a distribution or transfer of the balance in the Custodial Account.

**4. Resignation and Removal of Custodian:**

(a) The Custodian may appoint a successor trustee or custodian to serve under this Agreement or under another governing agreement selected by the successor trustee or custodian and neither the Account Owner nor the successor shall be required to execute any written document to complete the transfer of the Custodial Account to the successor trustee or custodian. The successor trustee or custodian may rely on any information, including beneficiary designations, previously provided by the Account Owner to the Custodian.

(b) The Custodian shall also provide annual tax reporting to the IRS.

(c) The Custodian may resign and demand that the Account Owner appoint a successor trustee or custodian of this IRA by giving the Account Owner written notice at least 30 days prior to the effective date of such resignation. The Account Owner shall then have 30 days from the date of such notice to designate a successor trustee or custodian, notify the Custodian of the name and address of the successor trustee or custodian, and provide the Custodian with appropriate evidence that such successor has accepted the appointment and is qualified to serve as trustee or custodian of an individual retirement account.

(1) If the Account Owner designates a successor trustee or custodian and provides the Custodian evidence of the successor's acceptance of appointment and qualification within such 30-day period, the Custodian shall then deliver all of the assets held by the Custodian in the Custodial Account (whether in cash or personal or real property, wherever located, and regardless of value) to the successor trustee or custodian.

(2) If the Account Owner does not notify the Custodian of the appointment of a successor trustee or custodian within such 30 day period, then the Custodian may distribute all of the assets held by the Custodian in the Custodial Account (whether in cash or personal or real property, wherever located, and regardless of value) to the Account Owner, outright and free of trust, and the Account Owner shall be wholly responsible for the tax consequences of such distribution.

In any event, the Custodian may expend any assets in the Custodial Account to pay expenses of transfer (including re-

registering the assets and preparation of deeds, assignments, and other instruments of transfer or conveyance) to the successor trustee or custodian or the Account Owner, as the case may be. In addition, the Custodian may retain a portion of the assets as a reserve for payment of any anticipated remaining fees and expenses. Upon satisfaction of such fees and expenses, the Custodian shall pay over any remainder of the reserve to the successor trustee or custodian or to the Account Owner, as the case may be.

**5. Uninvested Cash:** The Custodian shall deposit all undirected and uninvested cash from any source, including but not limited to contributions, transfers, proceeds from asset sales and income and distributions from assets held in the custodial account. Uninvested Cash shall be deposited with banks and will be insured by the FDIC up to the federal deposit insurance limits (currently \$250,000 per account holder) and any excess amount will not be insured by the FDIC. Directed Trust Company makes no representations or warranties as to the financial status of any depository bank or its ability to satisfy its obligations to the Account Owner. Directed Trust Company shall receive and retain interest on uninvested cash pursuant to the Custodial Account Agreement. Directed Trust Company may require me to give at least 7 days' notice of my intent to withdraw funds from my custodial account.

**6. Custodian's Fees and Expenses:**

(a) Account Owner agrees to maintain a monthly minimum account cash balance of \$500 (may be waived by Custodian if credit card is on file). If Custodial Account has a cash balance of \$499 or less, and no other assets, the Custodial Account may be closed at Directed IRA's sole discretion. The Account Termination fee of \$200 will be deducted from the Custodial Account balance and any remaining cash balance will be mailed to Account Owner in the form of a check paid directly to Account Owner as; 1. A 60-day rollover if the Account Owner qualifies; or 2. As a distribution. If distributed as a 60-day rollover, the Account Owner will have 60 days to deposit all or a portion of the funds into an IRA or another qualified retirement plan.

(b) We have the right to charge an annual service fee or other designated fees (e.g., a transfer, rollover, or termination fee) in accordance with a fee schedule provided by the Custodian to the Account Owner for maintaining your Account. We reserve the right to modify fees and charge any additional fee after giving you 30 days' notice. Fees such as sub transfer agent fees or commissions may be paid to us by third parties for assistance in performing certain transactions with respect to this Account. Any commissions or other costs directly attributable to the assets in your Account will be charged to your Account.

(c) The Custodian shall be entitled to fees for distributions from, transfers from, and terminations of this IRA. The Custodian shall invoice Custodial Account directly for these services. If insufficient funds are in Custodial Account, Custodian will charge fees to credit/debit card maintained on file, or billed to Account Owner directly for these services, and Account Owner agrees to pay such fees. The Custodian may

change its fee schedule at any time by giving the Account Owner 30 day's prior written notice.

**(d)** The Account Owner agrees to pay any expenses incurred by the Custodian in the performance of their duties in connection with the Custodial Account. Such expenses include, but are not limited to, administrative expenses, such as legal and accounting fees, and any taxes of any kind whatsoever that may be levied or assessed with respect to such account.

**(e)** All such fees (including Custodial Fees), taxes, and other administrative expenses charged to the account shall be collected either from the assets in the account or from any contributions to or distributions from such account or charged to the credit/debit card maintained on file with Custodian, if not paid by the Account Owner, but the Account Owner shall be responsible for any deficiency.

**(f)** In the event that for any reason the Custodian is not certain as to who is entitled to receive all or part of the assets of the Custodial Account, the Custodian reserves the right to withhold any payment from the Custodial Account, to request a court ruling to determine the disposition of the Custodial Account assets, and to charge the Custodial Account for any expenses incurred in obtaining such legal determination.

**7. Withdrawal Requests:** All requests for withdrawal shall be in writing on a form provided by the Custodian. Such written notice must also contain the reason for the withdrawal and the method of distribution being requested.

**8. Age 72 Default Provisions:** If the Account Owner does not choose any of the distribution methods under Article IV of this Agreement by the April 1st following the calendar year in which the Account Owner reaches age 72, distribution shall be determined based upon the distribution period in the uniform lifetime distribution period table in Regulation section 1.401(a)(9)-9. However, no payment will be made until the Account Owner provides the Custodian with a proper distribution request acceptable to the Custodian. Upon receipt by the Custodian, of such a distribution request, the Account Owner may switch to a joint life expectancy in determining the required minimum distribution if the Account Owner's spouse was the sole beneficiary as of the January 1<sup>st</sup> of the distribution calendar year and such spouse is more than 10 years younger than the Account Owner.

**9. Death Benefit Default Provisions:**

**(a)** If the Account Owner dies before his or her required beginning date and the beneficiary does not select a method of distribution described in Article IV, Section 3 by December 31<sup>st</sup> following the year of the Account Owner's death, then distributions will be made pursuant to the single life expectancy of the Designated Beneficiary determined in accordance with IRS regulations. However, no payment will be made until the beneficiary provides the Custodian with a proper distribution request acceptable to the Custodian and other documentation that may be required by the Custodian. A beneficiary may at any time request a complete distribution of his or her remaining interest in the Custodial Account. The Custodian reserves the right to require a minimum balance in the account in order to make periodic payments from the Custodial Account.

**(b)** If the Account Owner dies on or after his or her required beginning date, distribution shall be made in accordance with Article IV, Section 4. However, no payment will be made until the beneficiary provides the Custodian with a proper distribution request acceptable to the Custodian and other documentation that may be required by the Custodian. A beneficiary may at any time request a complete distribution of his or her remaining interest in the Custodial Account. The Custodian reserves the right to require a minimum balance in the account in order to make periodic payments from the Custodial Account.

**10. Responsibilities:** Account Owner represents and warrants that all information and instructions given to the Custodian by the Account Owner is complete and accurate and agrees that the Custodian shall not be responsible for any incomplete or inaccurate information provided by the Account Owner or Account Owner's beneficiary(ies). Account Owner and Account Owner's beneficiary(ies) agree to be responsible, jointly and severally, for all tax consequences arising from contributions to and distributions from this Custodial Account and acknowledges that no tax advice has been provided by the Custodian.

**11. Investment Provisions:** All contributions shall be invested and reinvested by the Custodian as directed by the Account Owner. As provided in Article IX Section 1; Self-Directed IRA Provisions. It is understood and acknowledged by Account Owner that the Custodian shall assume no responsibility, expressed or implied, for any loss or diminution of account and Account Owner indemnifies and holds harmless Custodian, without limitation, against any and all losses, costs, expenses or liabilities of any nature whatsoever incurred as a result of Custodian's and/'s execution of Account Owner's investment instructions. Account Owner agrees that any cash in the account as to which the Account Owner has not given investment direction may remain uninvested or may be deposited in interest bearing accounts of financial institutions, which may include the Custodian itself, United States government securities and securities that are insured or guaranteed by the United States government. The Custodian shall have no duty other than to follow the written investment directions of the Account Owner and shall be under no duty to question said instructions and shall not be liable for any investment losses sustained by the Account Owner.

**12. Designation of Beneficiary:**

**(a)** Except as may be otherwise required by the laws of the applicable state, in the event of the Account Owner's death, the balance in the account shall be paid to the beneficiary or beneficiaries designated by the Account Owner on a beneficiary designation form acceptable to and filed with the Custodian. The Account Owner may change the Account Owner's beneficiary or beneficiaries at any time by filing a new beneficiary designation with the Custodian. If no beneficiary designation is in effect, if none of the named beneficiaries survive the Account Owner, or if the Custodian cannot locate any of the named beneficiaries after reasonable search, any balance in the Custodial Account will be payable to the Account Owner's estate.

(b) If the Custodian permits, in the event of the Account Owner's death, any beneficiary may name a subsequent beneficiary(ies) to receive the balance of the Custodial Account to which such beneficiary is entitled upon the death of the original beneficiary by filing a Subsequent Beneficiary Designation Form acceptable to and filed with the Custodian. Payments to such subsequent beneficiary(ies) shall be distributed in accordance with the payment schedule applicable to the original beneficiary or more rapidly if the subsequent beneficiary requests. In no event can any subsequent beneficiary be treated as a designated beneficiary of the Account Owner. The preceding sentence shall not apply with respect to the subsequent beneficiary(ies), if any, designated by the original spouse beneficiary where the Account Owner dies before his or her required beginning date. In that case, the original spouse beneficiary shall be treated as the Account Owner. If the balance of the Custodial Account has not been completely distributed to the original beneficiary and such beneficiary has not named a subsequent beneficiary or no named subsequent beneficiary is living on the date of the original beneficiary's death, such balance shall be payable to the estate of the original beneficiary.

**13. Responsibility for Tax Consequences:** I assume all responsibility for any tax consequences and penalties that may result from making contributions to, transactions with, and distributions from my Account. I am authorized and of legal age to establish this Account and make investment purchases offered by the Custodian. I assume complete responsibility for: 1) Determining that I am eligible for an account transaction that I direct the custodian to make on my behalf; 2) Insuring that all contributions I make are within the limits set forth by the tax laws; 3) The tax consequences of any contribution (including rollover contributions and distributions).

**14. Valuation Reporting Policy:** Each account statement issued reflects the reported value of the account assets, all transactions that have been processed and all fees (if any) that have been charged. Custodian reports the value of account assets provided to it by the Account Owner and/or investment sponsor. The Custodian does not conduct appraisals and does not seek to verify any values provided to it by the Account Owner or other third parties. A value listed on an account statement is deemed accepted by the Account Owner if the Account Owner does not dispute it in writing within 60 days of the statement being issued.

On an annual basis (or in the instance of a taxable event), Directed Trust Company requests updated valuation information from the Account Owner, of assets of the Account classified as alternative assets, as of December 31 each year. This information is due to the Custodian no later than January 15 of the following year. If the Account Owner fails to provide this information on an annual basis, Directed Trust Company may require that the asset be removed from the Account by transfer or distribution. If the Account Owner does not remove the asset from the Account as directed, Directed Trust Company may distribute the asset to the Account Owner at the last reported value or resign as

Custodian of the Account and distribute the entire Account to the Account Owner.

**15. Recorded Phone Line:** Directed Trust Company reserves the right to record phone line conversations that may be used for record-keeping, training and quality-assurance purposes. All recorded phone line conversations are the property of Directed Trust Company and will be maintained at the sole discretion of Directed Trust Company. By signing the New Account Application and/or the Custodial Account Agreement, the Account Owner gives Directed Trust Company consent to record and play back such calls as necessary for business purposes, and also acknowledges that recorded phone line conversations are the property of Directed Trust Company.

**16. Electronic Notices, Communications, Signatures, and Records:** To the extent written instructions or notices are required under this Custodian Account Agreement, Depositor acknowledges and agrees that all notices will be provided through an electronic medium and the Account shall be subject to the provisions of the Uniform Electronic Transactions Act, as passed in the state where the Custodian is organized, and the federal Electronic Signature in Global and National Commerce Act (ESIGN Act, as contained in 15 U.S.C. 7001), as those laws pertain to electronic communications, electronic signatures, and electronic storage of Account records. In lieu of the retention of the original records, Custodian may cause any, or all, of its records, and records at any time in its custody, to be photographed, scanned, or otherwise reproduced to permanent form, and any such photograph, scanned copy, or reproduction shall have the same force and effect as the original thereof and may be admitted in evidence equally with the original. If Account Owner requires Custodian to maintain original hard copy records, the Account Owner shall make a specific request in writing to Custodian for each record the Account Owner wants maintained in original physical form. Such request must be made before the requested documents are first sent to the Custodian. A special annual fee shall apply for the records maintained in original physical form. I hereby acknowledge and agree to the SMS Notifications Disclosure which follows this Agreement.

**17. Governing Law and Arbitration:** This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the state of Arizona, applicable to contracts made and to be performed therein. The parties agree that, upon the request of any party hereto, whether made before or after the institution of any legal proceeding, all claims and disputes of every type and matter which may arise between the Account Owner and the Custodian shall be submitted to binding arbitration before a panel of arbitrators (as described below), of and pursuant to the rules of the American Arbitration Association ("AAA"); that such arbitration hearings and proceedings shall take place only in Arizona or another site selected by the Administrator in its sole discretion; that this arbitration provision and the arbitration shall be administered by the AAA pursuant to and construed and enforced under the Federal Arbitration Act (title 9 of the United States Code) ("FAA"); however, if the

FAA is inapplicable for any reason, such arbitration shall be conducted pursuant to Arizona law; that there shall be no class action, class or consolidated arbitration; that the prevailing party in any claim or dispute of any type between the Account Owner and the Custodian, or as the case may be, shall recover reasonable attorneys' fees, costs and expenses, including without limitation, arbitration filing fees, arbitrators' fees, and other arbitration fees; and that this arbitration agreement shall govern any disputes involving Account Owner and the Custodian, as the case may be, notwithstanding any provisions, including and without limitation venue or arbitration provisions, contained in any agreement signed by Custodian in its custodial capacity. Any arbitration proceeding shall be conducted by a panel of three neutral arbitrators selected by the parties unless the parties agree otherwise. If arbitration is requested as described above, the parties expressly waive any right to institute or conduct litigation or arbitration before any other body or tribunal. The parties further agree that if a party is required to enforce this arbitration agreement against the other party and/or to compel the other party to arbitration pursuant to this agreement, the prevailing party shall recover from the other party reasonable attorneys' fees, costs and expenses so incurred. Arbitration shall be final and binding upon the parties.

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#### **ARTICLE IX - SELF-DIRECTED IRA PROVISIONS**

**1. Investment of Contributions:** As provided in Article VIII, Section 11, at the direction of the Account Owner, the Custodian shall invest all contributions to the Custodial Account and earnings thereon in investments, provided that such investments that are considered administratively feasible by the Custodian. The Custodian shall have no duty other than to follow the written investment directions of the Account Owner, shall be under no duty to question said instructions and shall not be liable for any investment losses sustained by the Account Owner under any circumstances.

**2. Indemnification:** The Custodian shall have no duty other than to follow the written investment directions of the Account Owner, and shall be under no duty to question said instructions and shall not be liable for any investment losses sustained by the Account Owner under any circumstances. Account Owner agrees to indemnify Custodian for any losses, costs, or fees (including reasonable attorney's fees) that are incurred by Custodian as a result of the foregoing provision. The responsible duties of the Custodian are to report tax information for the IRA to the IRA and to execute orders made by the Account owner.

**3. Registration:** All assets of the Custodial Account shall be registered in the name of the Custodian; "Directed Trust Company FBO (Account Owner Name) (Account Type).

**4. No Investment Advice:** I acknowledge that investment decisions are the sole responsibility of the Account Owner and that the Custodian has no duty to review, or to make any recommendations in connection with the acquisition, retention, or disposition of any investments in the Account Owner's Account. The Custodian does not recommend or offer investments and that the Account can only be invested

upon the sole authorization and determination of the Account Owner. I understand that I should seek professional assistance from properly licensed financial, legal, and tax professionals and that the Custodian does not offer and should not be relied on for investment, financial, legal, or tax advice. The Custodian does not provide investment advice and does not assume any responsibility for rendering advice with respect to the investment and reinvestment of Custodial Account and shall not be liable for any loss which results from Account Owner's exercise of control over his or her Custodial Account under any circumstances.

**5. Prohibited Transactions:** Account Owner acknowledges and agrees to abide by the provisions of § 4975 of the Internal Revenue Code and the related Treasury regulations pertaining to "Prohibited Transactions," and acknowledges that adverse tax consequences to the Account Owner would result from any investment or other use of the Custodial Account in a way that constitutes such a Prohibited Transaction. Account Owner assumes full responsibility for and agrees to hold the Custodian harmless for Prohibited Transactions entered into, either knowingly or without knowledge, at the direction of the Account Owner. Without limiting the generality of the foregoing, and notwithstanding anything contained in this Agreement to the contrary, the Account Owner shall not direct the Custodian to lend directly or indirectly any part of the corpus or income of the Custodial Account to; pay any compensation for personal services rendered to the Custodial Account to; make any part of its services available on a preferential basis to; acquire for the Custodial Account any property, other than cash, from; or sell any property to, any Account Owner, any member of an Account Owner's family, or a corporation controlled by any Account Owner through the ownership, directly or indirectly, of 50 percent or more of the total combined voting power of all classes of stock entitled to vote, or of 50 percent or more of the total value of shares of all classes of stock of such corporation.

**6. Unrelated Business Income Tax:** If the Account Owner directs investment of the Custodial Account in any investment which results in unrelated business taxable income, it shall be the responsibility of the Account Owner to so advise the Custodian and to provide the Custodian with tax returns to file any required returns or reports for the Custodial Account. It shall be the responsibility of the Account Owner to produce such returns and provide to the Custodian the information necessary to file such returns. The Custodian is authorized to file such returns and reports, and to apply assets of the Custodial Account to the payment of any taxes that are owed as a result of such unrelated business taxable income.

**7. Disclosures and Voting:** The Custodian may deliver, or cause to be executed and delivered, to Account Owner all notices, prospectuses, financial statements, proxies and proxy soliciting materials relating to assets credited to the Custodial Account. The Custodian shall not vote any shares of stock or take any other action, pursuant to such documents, with respect to such assets except upon receipt



by the Custodian of adequate written instructions from Account Owner.

illegal, invalid, void or unenforceable such provision shall be severed and such illegality or invalidity shall not affect the remaining provisions which shall remain in full force and effect.

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**ARTICLE X - SEVERABILITY**

If any provision of this Custodial Agreement is found to be

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**Acknowledgment**

I declare that I have examined this Custodial Account Agreement, including accompanying information, and to the best of my knowledge and belief, it is true, correct, and complete. I acknowledge this Custodian Account Agreement and agree to abide by their terms as currently in effect or as they may be amended from time to time by the IRS or Custodian.



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**Account Owner Signature**

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**Date (required)**

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**INVESTMENTS: NOT FDIC INSURED • NO GUARANTEE • MAY LOSE VALUE**

**Secure File Upload:**

www.directedira.com/secureupload

**Email Forms to:**

[Crypto@directedira.com](mailto:Crypto@directedira.com)

**Send Mail to:**

3033 N. Central Ave. Ste. 400  
Phoenix, AZ 85012

**Phone:** (602) 899-9396

**Fax:** (602) 899-9641

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Directed IRA is a tradename of Directed Trust Company, an Arizona Corporation

# Crypto Roth IRA Custodial Account Agreement

**Form 5305-A (Rev. April 2017)**  
**Department of the Treasury**  
**Internal Revenue Service**

**DO NOT FILE**  
**with the Internal Revenue Service**  
**Keep for your Records.**

## **Custodian: Directed Trust Company**

This Roth Individual Retirement Account (IRA) Custodial Account Agreement (hereinafter called the "Agreement") with Stretch Provisions is made between Directed Trust Company, an Arizona Corporation, tradename, Directed IRA (hereinafter called the "Custodian") and each individual who executes an Adoption Agreement, incorporating the terms of this Agreement (hereinafter called the "Account Owner" or "you"), for the purpose of establishing a Roth Individual Retirement Account (hereinafter called the "Custodial Account" or "Account") under section 408(a) to provide for his or her retirement and for the support of his or her beneficiaries after death. Pursuant to this Agreement the Custodian provides financial services solely in the capacity of a directed custodian. The Custodian named on the Adoption Agreement, has given the Account Owner the disclosure statement, attached hereto, required under Regulation Section 1.408-6.

## **The Account Owner and the Custodian make the following agreement:**

### **Article I**

Except in the case of a rollover contribution described in section 402(c), 403(a)(4), 403(b)(8), 408(d)(3), or 457(e)(16), an employer contribution to a simplified employee pension plan as described in section 408(k), or a recharacterized contribution described in section 408A(d)(6), the custodian will accept only cash contributions up to \$6,000 for 2019. For individuals who have reached the age of 50 by the end of the year, the contribution limit is increased to \$7,000 for 2019. For years after 2019, these limits will be increased to reflect a cost-of-living adjustment, if any.

### **Article II**

The Account Owner'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 Account Owner'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 Account Owner's entire interest in the custodial account must be, or begin to be, distributed not later than the Account Owner's required beginning date, April 1 following the calendar year in which the Account Owner reaches age 72. By that date, the Account Owner 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 Account Owner or the joint lives of the Account Owner and his or her designated beneficiary.

**3.** If the Account Owner dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:

**(a)** If the Account Owner dies on or after the required beginning date and:

**(i)** The designated beneficiary is the Account Owner'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 Account Owner'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 Account

Owner 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 Account Owner as determined in the year of the Account Owner's death and reduced by 1 for each subsequent year.

**(b)** If the Account Owner dies before the required beginning date, the remaining interest will be distributed in accordance with paragraph (i) below or, if elected or there is no designated beneficiary, in accordance with paragraph (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 Account Owner's death. If, however, the designated beneficiary is the Account Owner's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Account Owner would have reached age 72. But, in such case, if the Account Owner's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with paragraph (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 paragraph (ii) below if there is no such designated beneficiary.

**(ii)** The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Account Owner's death.

**4.** If the Account Owner dies before his or her entire interest has been distributed and if the designated beneficiary is not the Account Owner'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 Account Owner'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 Account Owner reaches age 72, is the Account Owner'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 Account Owner's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Account Owner'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 Account Owner's (or, if applicable, the Account Owner 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 Account Owner's death (or the year the Account Owner would have reached age 72, if applicable

under paragraph 3(b)(i)) is the account value at the close of business on December 31<sup>st</sup> 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 Account Owner reaches age 72 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 traditional IRAs may satisfy the minimum distribution requirements described above by taking from one traditional IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

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#### Article V

**1.** The Account Owner agrees to provide the custodian with all information necessary to prepare any reports required by section 408(i) and Regulations sections 1.408-5 and 1.408-6.

**2.** The custodian agrees to submit to the Internal Revenue Service (IRS) and Account Owner the reports prescribed by the IRS.

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#### 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 section 408(a) and the related regulations will be invalid.

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#### 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.

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#### Stretch Provisions

*Article VIII and any Article, thereafter, may be used for any additional provisions also referred to as Stretch Provisions of this Agreement. The Stretch Provisions added hereinafter must comply with applicable requirements of state law and the Internal Revenue Code and may not imply that they have been reviewed or preapproved by the IRS.*

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#### Article VIII

**1. Applicable Law; Terminology:** This Custodial Agreement shall be governed by the laws of the jurisdiction where the Custodian is organized. The term Account Owners also includes the Account Owner's Beneficiary, where appropriate throughout this Agreement.

**2. Annual Accounting:** The Custodian shall, at least annually, provide the Account Owner or Beneficiary (in the case of death) with an accounting of the Custodial Account. Such accounting shall be deemed to be accepted by the Account Owner or the Beneficiary, if the Account Owner or Beneficiary does not object in writing within 60 days after the mailing of such accounting statement.

**3. Amendment:** The Account Owner irrevocably delegates to

the Custodian the right and power to amend this Agreement. Except as hereafter provided, the Custodian will give the Account Owner 30 days prior written notice of any amendment. In case of a retroactive amendment required by law, the Custodian will provide written notice to the Account Owner of the amendment within 30 days after the amendment is made, or if later, by the time that notice of the amendment is required to be given under regulations or other guidance provided by the IRS. The Account Owner shall be deemed to have consented to any such amendment unless the Account Owner notifies the Custodian to the contrary within 30 days after notice to the Account Owner and requests a distribution or transfer of the balance in the Custodial Account.

#### **4. Resignation and Removal of Custodian:**

**(a)** The Custodian may appoint a successor trustee or custodian to serve under this Agreement or under another governing agreement selected by the successor trustee or custodian and neither the Account Owner nor the successor shall be required to execute any written document to complete the transfer of the Custodial Account to the successor trustee or custodian. The successor trustee or custodian may rely on any information, including beneficiary designations, previously provided by the Account Owner to the Custodian.

**(b)** The Custodian shall also provide annual tax reporting to the IRS.

**(c)** The Custodian may resign and demand that the Account Owner appoint a successor trustee or custodian of this IRA by giving the Account Owner written notice at least 30 days prior to the effective date of such resignation. The Account Owner shall then have 30 days from the date of such notice to designate a successor trustee or custodian, notify the Custodian of the name and address of the successor trustee or custodian, and provide the Custodian with appropriate evidence that such successor has accepted the appointment and is qualified to serve as trustee or custodian of an individual retirement account.

**(1)** If the Account Owner designates a successor trustee or custodian and provides the Custodian evidence of the successor's acceptance of appointment and qualification within such 30-day period, the Custodian shall then deliver all of the assets held by the Custodian in the Custodial Account (whether in cash or personal or real property, wherever located, and regardless of value) to the successor trustee or custodian.

**(2)** If the Account Owner does not notify the Custodian of the appointment of a successor trustee or custodian within such 30 day period, then the Custodian may distribute all of the assets held by the Custodian in the Custodial Account (whether in cash or personal or real property, wherever located, and regardless of value) to the Account Owner, outright and free of trust, and the Account Owner shall be wholly responsible for the tax consequences of such distribution.

In any event, the Custodian may expend any assets in the Custodial Account to pay expenses of transfer (including re-registering the assets and preparation of deeds, assignments,

and other instruments of transfer or conveyance) to the successor trustee or custodian or the Account Owner, as the case may be. In addition, the Custodian may retain a portion of the assets as a reserve for payment of any anticipated remaining fees and expenses. Upon satisfaction of such fees and expenses, the Custodian shall pay over any remainder of the reserve to the successor trustee or custodian or to the Account Owner, as the case may be.

**5. Uninvested Cash:** The Custodian shall deposit all undirected and uninvested cash from any source, including but not limited to contributions, transfers, proceeds from asset sales and income and distributions from assets held in the custodial account. Uninvested Cash shall be deposited with banks and will be insured by the FDIC up to the federal deposit insurance limits (currently \$250,000 per account holder) and any excess amount will not be insured by the FDIC. Directed Trust Company makes no representations or warranties as to the financial status of any depository bank or its ability to satisfy its obligations to the Account Owner. Directed Trust Company shall receive and retain interest on uninvested cash pursuant to the Custodial Account Agreement. Directed Trust Company may require me to give at least 7 days' notice of my intent to withdraw funds from my custodial account.

#### **6. Custodian's Fees and Expenses:**

**(a)** If Custodial Account has fees past due the Custodial Account may be closed at Directed IRA's sole discretion. The Account Termination fee of \$200 will be deducted from the Custodial Account balance and any remaining cash balance will be mailed to Account Owner in the form of a check paid directly to Account Owner as; 1. A 60-day rollover if the Account Owner qualifies; or 2. As a distribution. If distributed as a 60-day rollover, the Account Owner will have 60 days to deposit all or a portion of the funds into an IRA or another qualified retirement plan.

**(b)** We have the right to charge an annual service fee or other designated fees (e.g., a transfer, rollover, or termination fee) in accordance with a fee schedule provided by the Custodian to the Account Owner for maintaining your Account. We reserve the right to modify fees and charge any additional fee after giving you 30 days' notice. Fees such as sub transfer agent fees or commissions may be paid to us by third parties for assistance in performing certain transactions with respect to this Account. Any commissions or other costs directly attributable to the assets in your Account will be charged to your Account.

**(c)** The Custodian shall be entitled to fees for distributions from, transfers from, and terminations of this IRA. The Custodian shall invoice Custodial Account directly for these services. If insufficient funds are in Custodial Account, Custodian will charge fees to credit/debit card maintained on file, or billed to Account Owner directly for these services, and Account Owner agrees to pay such fees. The Custodian may change its fee schedule at any time by giving the Account Owner 30 day's prior written notice.

**(d)** The Account Owner agrees to pay any expenses incurred by the Custodian in the performance of their duties in connection with the Custodial Account. Such expenses

include, but are not limited to, administrative expenses, such as legal and accounting fees, and any taxes of any kind whatsoever that may be levied or assessed with respect to such account.

**(e)** All such fees (including Custodial Fees), taxes, and other administrative expenses charged to the account shall be collected either from the assets in the account or from any contributions to or distributions from such account or charged to the credit/debit card maintained on file with Custodian, if not paid by the Account Owner, but the Account Owner shall be responsible for any deficiency.

**(f)** In the event that for any reason the Custodian is not certain as to who is entitled to receive all or part of the assets of the Custodial Account, the Custodian reserves the right to withhold any payment from the Custodial Account, to request a court ruling to determine the disposition of the Custodial Account assets, and to charge the Custodial Account for any expenses incurred in obtaining such legal determination.

**7. Withdrawal Requests:** All requests for withdrawal shall be in writing on a form provided by the Custodian. Such written notice must also contain the reason for the withdrawal and the method of distribution being requested.

**8. Age 72 Default Provisions:** If the Account Owner does not choose any of the distribution methods under Article IV of this Agreement by the April 1st following the calendar year in which the Account Owner reaches age 72, distribution shall be determined based upon the distribution period in the uniform lifetime distribution period table in Regulation section 1.401(a)(9)-9. However, no payment will be made until the Account Owner provides the Custodian with a proper distribution request acceptable to the Custodian. Upon receipt by the Custodian, of such a distribution request, the Account Owner may switch to a joint life expectancy in determining the required minimum distribution if the Account Owner's spouse was the sole beneficiary as of the January 1<sup>st</sup> of the distribution calendar year and such spouse is more than 10 years younger than the Account Owner.

**9. Death Benefit Default Provisions:**

**(a)** If the Account Owner dies before his or her required beginning date and the beneficiary does not select a method of distribution described in Article IV, Section 3 by December 31<sup>st</sup> following the year of the Account Owner's death, then distributions will be made pursuant to the single life expectancy of the Designated Beneficiary determined in accordance with IRS regulations. However, no payment will be made until the beneficiary provides the Custodian with a proper distribution request acceptable to the Custodian and other documentation that may be required by the Custodian. A beneficiary may at any time request a complete distribution of his or her remaining interest in the Custodial Account. The Custodian reserves the right to require a minimum balance in the account in order to make periodic payments from the Custodial Account.

**(b)** If the Account Owner dies on or after his or her required beginning date, distribution shall be made in accordance with Article IV, Section 4. However, no payment will be made until the beneficiary provides the Custodian with a proper distribution request acceptable to the Custodian and other

documentation that may be required by the Custodian. A beneficiary may at any time request a complete distribution of his or her remaining interest in the Custodial Account. The Custodian reserves the right to require a minimum balance in the account in order to make periodic payments from the Custodial Account.

**10. Responsibilities:** Account Owner represents and warrants that all information and instructions given to the Custodian by the Account Owner is complete and accurate and agrees that the Custodian shall not be responsible for any incomplete or inaccurate information provided by the Account Owner or Account Owner's beneficiary(ies). Account Owner and Account Owner's beneficiary(ies) agree to be responsible, jointly and severally, for all tax consequences arising from contributions to and distributions from this Custodial Account and acknowledges that no tax advice has been provided by the Custodian.

**11. Investment Provisions:** All contributions shall be invested and reinvested by the Custodian as directed by the Account Owner. As provided in Article IX Section 1; Self-Directed IRA Provisions. It is understood and acknowledged by Account Owner that the Custodian shall assume no responsibility, expressed or implied, for any loss or diminution of account and Account Owner indemnifies and holds harmless Custodian, without limitation, against any and all losses, costs, expenses or liabilities of any nature whatsoever incurred as a result of Custodian's and/'s execution of Account Owner's investment instructions. Account Owner agrees that any cash in the account as to which the Account Owner has not given investment direction may remain uninvested, or may be deposited in interest bearing accounts of financial institutions, which may include the Custodian itself, United States government securities and securities that are insured or guaranteed by the United States government. The Custodian shall have no duty other than to follow the written investment directions of the Account Owner, and shall be under no duty to question said instructions and shall not be liable for any investment losses sustained by the Account Owner.

**12. Designation of Beneficiary:**

**(a)** Except as may be otherwise required by the laws of the applicable state, in the event of the Account Owner's death, the balance in the account shall be paid to the beneficiary or beneficiaries designated by the Account Owner on a beneficiary designation form acceptable to and filed with the Custodian. The Account Owner may change the Account Owner's beneficiary or beneficiaries at any time by filing a new beneficiary designation with the Custodian. If no beneficiary designation is in effect, if none of the named beneficiaries survive the Account Owner, or if the Custodian cannot locate any of the named beneficiaries after reasonable search, any balance in the Custodial Account will be payable to the Account Owner's estate.

**(b)** If the Custodian permits, in the event of the Account Owner's death, any beneficiary may name a subsequent beneficiary(ies) to receive the balance of the Custodial Account to which such beneficiary is entitled upon the death of the original beneficiary by filing a Subsequent Beneficiary

Designation Form acceptable to and filed with the Custodian. Payments to such subsequent beneficiary(ies) shall be distributed in accordance with the payment schedule applicable to the original beneficiary or more rapidly if the subsequent beneficiary requests. In no event can any subsequent beneficiary be treated as a designated beneficiary of the Account Owner. The preceding sentence shall not apply with respect to the subsequent beneficiary(ies), if any, designated by the original spouse beneficiary where the Account Owner dies before his or her required beginning date. In that case, the original spouse beneficiary shall be treated as the Account Owner. If the balance of the Custodial Account has not been completely distributed to the original beneficiary and such beneficiary has not named a subsequent beneficiary or no named subsequent beneficiary is living on the date of the original beneficiary's death, such balance shall be payable to the estate of the original beneficiary.

**13. Responsibility for Tax Consequences:** I assume all responsibility for any tax consequences and penalties that may result from making contributions to, transactions with, and distributions from my Account. I am authorized and of legal age to establish this Account and make investment purchases offered by the Custodian. I assume complete responsibility for: 1) Determining that I am eligible for an account transaction that I direct the custodian to make on my behalf; 2) Ensuring that all contributions I make are within the limits set forth by the tax laws; 3) The tax consequences of any contribution (including rollover contributions and distributions).

**14. Valuation Reporting Policy:** Each account statement issued reflects the reported value of the account assets, all transactions that have been processed and all fees (if any) that have been charged. Custodian reports the value of account assets provided to it by the Account Owner and/or investment sponsor. The Custodian does not conduct appraisals and does not seek to verify any values provided to it by the Account Owner or other third parties. A value listed on an account statement is deemed accepted by the Account Owner if the Account Owner does not dispute it in writing within 60 days of the statement being issued.

On an annual basis (or in the instance of a taxable event), Directed Trust Company requests updated valuation information from the Account Owner, of assets of the Account classified as alternative assets, as of December 31 each year. This information is due to the Custodian no later than January 15 of the following year. If the Account Owner fails to provide this information on an annual basis, Directed Trust Company may require that the asset be removed from the Account by transfer or distribution. If the Account Owner does not remove the asset from the Account as directed, Directed Trust Company may distribute the asset to the Account Owner at the last reported value or resign as Custodian of the Account and distribute the entire Account to the Account Owner.

**15. Recorded Phone Line:** Directed Trust Company reserves the right to record phone line conversations that may be used for record-keeping, training and quality-assurance purposes. All recorded phone line conversations are the property of

Directed Trust Company and will be maintained at the sole discretion of Directed Trust Company. By signing the New Account Application and/or the Custodial Account Agreement, the Account Owner gives Directed Trust Company consent to record and play back such calls as necessary for business purposes, and also acknowledges that recorded phone line conversations are the property of Directed Trust Company.

**16. Electronic Notices, Communications, Signatures, and Records:** To the extent written instructions or notices are required under this Custodian Account Agreement, Depositor acknowledges and agrees that all notices will be provided through an electronic medium and the Account shall be subject to the provisions of the Uniform Electronic Transactions Act, as passed in the state where the Custodian is organized, and the federal Electronic Signature in Global and National Commerce Act (ESIGN Act, as contained in 15 U.S.C. 7001), as those laws pertain to electronic communications, electronic signatures, and electronic storage of Account records. In lieu of the retention of the original records, Custodian may cause any, or all, of its records, and records at any time in its custody, to be photographed, scanned, or otherwise reproduced to permanent form, and any such photograph, scanned copy, or reproduction shall have the same force and effect as the original thereof and may be admitted in evidence equally with the original. If Account Owner requires Custodian to maintain original hard copy records, the Account Owner shall make a specific request in writing to Custodian for each record the Account Owner wants maintained in original physical form. Such request must be made before the requested documents are first sent to the Custodian. A special annual fee shall apply for the records maintained in original physical form. I hereby acknowledge and agree to the SMS Notifications Disclosure which follows this Agreement.

**17. Governing Law and Arbitration:** This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the state of Arizona, applicable to contracts made and to be performed therein. The parties agree that, upon the request of any party hereto, whether made before or after the institution of any legal proceeding, all claims and disputes of every type and matter which may arise between the Account Owner and the Custodian shall be submitted to binding arbitration before a panel of arbitrators (as described below), of and pursuant to the rules of the American Arbitration Association ("AAA"); that such arbitration hearings and proceedings shall take place only in Arizona or another site selected by the Administrator in its sole discretion; that this arbitration provision and the arbitration shall be administered by the AAA pursuant to and construed and enforced under the Federal Arbitration Act (title 9 of the United States Code) ("FAA"); however, if the FAA is inapplicable for any reason, such arbitration shall be conducted pursuant to Arizona law; that there shall be no class action, class or consolidated arbitration; that the prevailing party in any claim or dispute of any type between the Account Owner and the Custodian, or as the case may be, shall recover reasonable attorneys' fees, costs and expenses,

including without limitation, arbitration filing fees, arbitrators' fees, and other arbitration fees; and that this arbitration agreement shall govern any disputes involving Account Owner and the Custodian, as the case may be, notwithstanding any provisions, including and without limitation venue or arbitration provisions, contained in any agreement signed by Custodian in its custodial capacity. Any arbitration proceeding shall be conducted by a panel of three neutral arbitrators selected by the parties unless the parties agree otherwise. If arbitration is requested as described above, the parties expressly waive any right to institute or conduct litigation or arbitration before any other body or tribunal. The parties further agree that if a party is required to enforce this arbitration agreement against the other party and/or to compel the other party to arbitration pursuant to this agreement, the prevailing party shall recover from the other party reasonable attorneys' fees, costs and expenses so incurred. Arbitration shall be final and binding upon the parties.

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#### **ARTICLE IX - SELF-DIRECTED IRA PROVISIONS**

**1. Investment of Contributions:** As provided in Article VIII, Section 11, at the direction of the Account Owner, the Custodian shall invest all contributions to the Custodial Account and earnings thereon in investments, provided that such investments that are considered administratively feasible by the Custodian. The Custodian shall have no duty other than to follow the written investment directions of the Account Owner, shall be under no duty to question said instructions and shall not be liable for any investment losses sustained by the Account Owner under any circumstances.

**2. Indemnification:** The Custodian shall have no duty other than to follow the written investment directions of the Account Owner and shall be under no duty to question said instructions and shall not be liable for any investment losses sustained by the Account Owner under any circumstances. Account Owner agrees to indemnify Custodian for any losses, costs, or fees (including reasonable attorney's fees) that are incurred by Custodian as a result of the foregoing provision. The responsible duties of the Custodian are to report tax information for the IRA to the IRA and to execute orders made by the Account owner.

**3. Registration:** All assets of the Custodial Account shall be registered in the name of the Custodian; "Directed Trust Company FBO (Account Owner Name) (Account Type).

**4. No Investment Advice:** I acknowledge that investment decisions are the sole responsibility of the Account Owner and that the Custodian has no duty to review, or to make any recommendations in connection with the acquisition, retention, or disposition of any investments in the Account Owner's Account. The Custodian does not recommend or offer investments and that the Account can only be invested upon the sole authorization and determination of the Account Owner. I understand that I should seek professional assistance from properly licensed financial, legal, and tax professionals and that the Custodian does not offer and should not be relied on for investment, financial, legal, or tax advice. The Custodian does not provide investment advice

and does not assume any responsibility for rendering advice with respect to the investment and reinvestment of Custodial Account and shall not be liable for any loss which results from Account Owner's exercise of control over his or her Custodial Account under any circumstances.

**5. Prohibited Transactions:** Account Owner acknowledges and agrees to abide by the provisions of § 4975 of the Internal Revenue Code and the related Treasury regulations pertaining to "Prohibited Transactions," and acknowledges that adverse tax consequences to the Account Owner would result from any investment or other use of the Custodial Account in a way that constitutes such a Prohibited Transaction. Account Owner assumes full responsibility for and agrees to hold the Custodian harmless for Prohibited Transactions entered into, either knowingly or without knowledge, at the direction of the Account Owner. Without limiting the generality of the foregoing, and notwithstanding anything contained in this Agreement to the contrary, the Account Owner shall not direct the Custodian to lend directly or indirectly any part of the corpus or income of the Custodial Account to; pay any compensation for personal services rendered to the Custodial Account to; make any part of its services available on a preferential basis to; acquire for the Custodial Account any property, other than cash, from; or sell any property to, any Account Owner, any member of an Account Owner's family, or a corporation controlled by any Account Owner through the ownership, directly or indirectly, of 50 percent or more of the total combined voting power of all classes of stock entitled to vote, or of 50 percent or more of the total value of shares of all classes of stock of such corporation.

**6. Unrelated Business Income Tax:** If the Account Owner directs investment of the Custodial Account in any investment which results in unrelated business taxable income, it shall be the responsibility of the Account Owner to so advise the Custodian and to provide the Custodian with tax returns to file any required returns or reports for the Custodial Account. It shall be the responsibility of the Account Owner to produce such returns and provide to the Custodian the information necessary to file such returns. The Custodian is authorized to file such returns and reports, and to apply assets of the Custodial Account to the payment of any taxes that are owed as a result of such unrelated business taxable income.

**7. Disclosures and Voting:** The Custodian may deliver, or cause to be executed and delivered, to Account Owner all notices, prospectuses, financial statements, proxies and proxy soliciting materials relating to assets credited to the Custodial Account. The Custodian shall not vote any shares of stock or take any other action, pursuant to such documents, with respect to such assets except upon receipt by the Custodian of adequate written instructions from Account Owner.

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**ARTICLE X - SEVERABILITY**

If any provision of this Custodial Agreement is found to be illegal, invalid, void or unenforceable such provision shall be

severed, and such illegality or invalidity shall not affect the remaining provisions which shall remain in full force and effect.

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**Acknowledgment**

I declare that I have examined this Custodial Account Agreement, including accompanying information, and to the best of my knowledge and belief, it is true, correct, and complete. I acknowledge this Custodian Account Agreement and agree to abide by their terms as currently in effect or as they may be amended from time to time by the IRS or Custodian.



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**Account Owner Signature**

**Date (required)**

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**INVESTMENTS: NOT FDIC INSURED ▪ NO GUARANTEE ▪ MAY LOSE VALUE**

<b>Secure File Upload:</b> www.directedira.com/secureupload	<b>Email Forms to:</b> <a href="mailto:Crypto@directedira.com">Crypto@directedira.com</a>	<b>Send Mail to:</b> 3033 N. Central Ave. Ste. 400 Phoenix, AZ 85012	<b>Phone:</b> (602) 899-9396 <b>Fax:</b> (602) 899-9641
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Directed IRA is a tradename of Directed Trust Company, an Arizona Corporation



## SMS Notifications Disclosure

### 1. SMS Definition

As used in this Disclosure, "SMS Notifications" means any SMS (text message) communication from us to you pertaining to your Account, including, but not limited to, account or payment information, promotions, due date reminders, delinquent accounts, coupons and other marketing material.

### 2. How to UNSUBSCRIBE

You may withdraw your consent to receive SMS Notifications by texting STOP to the message you receive. You may also withdraw your consent by calling us at 602-899-9396. At our option, we may treat your provision of an invalid mobile phone number, or the subsequent malfunction of a previously valid mobile phone number, as a withdrawal of your consent to receive SMS Notifications. Any withdrawal of your consent to use SMS Notifications will be effective only after we have a reasonable amount of time to process your request.

### 3. For HELP on Services

To request additional information, text HELP to the message you receive or contact us by telephone at 602-899-9396.

### 4. How to Update Your Records

It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at 602-899-9396 or by email; [crypto@directedira.com](mailto:crypto@directedira.com).

### 5. Hardware and Software Requirements

To receive SMS notifications you must have: an SMS-capable mobile phone; an active mobile phone account with a communication service provider that offers SMS services; and sufficient storage capacity on your mobile phone.

### 6. Communications in Writing

All SMS Notifications in electronic format shall be considered "in writing" to the extent allowed by law.

### 7. Charges

There are no charges for SMS Notifications by Directed IRA or Directed Trust Company, but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging, imposed by your communications service provider. Consult your mobile service carrier's pricing plan to determine the charges for sending and receiving text messages. These charges will appear on your phone bill.

### 8. Other Important Terms

Additionally, you agree that we may send any SMS Notifications through your communication service provider in order to deliver them to you. You agree to provide a valid mobile phone number for these services. You further agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a mobile phone number that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. SMS Notifications are provided for your convenience only. We will not be liable for losses or damages arising from any delay in delivery or disclosure of account information to third parties by your communication service provider. We may modify or terminate our text messaging services from time to time, for any reason, and without notice, including the right to terminate text messaging with or without notice, without liability to you, any other user or a third party. We reserve the right to modify these Terms of Use from time to time without notice. Please review these Terms of Use from time to time so that you are timely notified of any changes.

**INVESTMENTS: NOT FDIC INSURED • NO GUARANTEE • MAY LOSE VALUE**

**Secure File Upload:**

[www.directedira.com/secureupload](http://www.directedira.com/secureupload)

**Email Forms to:**

[Crypto@directedira.com](mailto:Crypto@directedira.com)

**Send Mail to:**

3033 N. Central Ave. Ste. 400  
Phoenix, AZ 85012

**Phone:** (602) 899-9396

**Fax:** (602) 899-9641

Directed IRA is a tradename of Directed Trust Company, an Arizona Corporation

## Disclosure Statement – Traditional IRA

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This Traditional IRA Disclosure Statement is a summary of the requirements for Directed Trust Company, an Arizona Corporation, tradename Directed IRA, pursuant to Internal Revenue Service (“IRS”) Regulations which require that the information contained herein be given to individuals for whom an IRA is established. By executing the Traditional IRA Application, you acknowledge receipt of this Disclosure Statement. The Account Owner has executed the Traditional IRA Account Custodial Agreement.

### 1. Revocation of Account

The Account Owner may revoke the IRA at any time within seven (7) days after he or she has executed the IRA Application. Upon revocation, the Custodian will return to the Account Owner the amount contributed to the IRA without penalty, service charge or administrative expense. Contributions will be returned plus establishment fees without adjustment for such items as sale commissions or administrative expenses. To revoke the IRA, the Account Owner must personally deliver or mail a written notice of revocation to the Custodian postmarked within seven (7) days of executing the IRA Application. Mail the notice by First Class Mail to the Custodian:

Directed Trust Company  
Attn: Revocation  
3033 North Central Ave, Suite 400  
Phoenix, AZ 85012

### 2. Statutory Requirement

An IRA must satisfy certain requirements of the Internal Revenue Code. The IRA Custodial Account Agreement incorporates those requirements. In brief, the Internal Revenue Code requires that the IRA be governed by a written instrument; the Custodian, except in the case of a rollover contribution, will accept only cash contributions; with certain limited exceptions, only a bank or trust company may act as Trustee/Custodian of the IRA; no investment be made in life insurance contracts; no investment be made in collectibles (within the meaning of Internal Revenue Code Section 408(m), except as permitted by Internal Revenue Code Section 408(m) (3)); the Account Owner’s interest in the IRA be nonforfeitable at all times; with certain exceptions, the Account Owner’s IRA not be commingled with other property; and distribution of the Account Owner’s interest in the IRA be made under specific guidelines.

### 3. IRA Contributions

You can make annual contributions to an IRA up to the annual limit, or 100% for your compensation or earned income, whichever is less. The annual contribution limit is \$6,000 for 2020.

If you and your spouse both work and have compensation that is includable in your gross income, each of you can annually contribute to a separate IRA up to the lesser of the annual limit or 100% for compensation or earned income. If each of you has at least the annual limit in compensation or earned income, each

of you may make the maximum contribution to your IRA, a total of up to twice the annual limit on IRA contributions for the couple (in other words, \$12,000 for 2 IRAs). Contributions to a spousal IRA need not be equally divided between spouses, but no contribution is allowed for annual contributions on behalf of either spouse that exceed the annual limit.

If you are age 50 or older you may make special catch-up contributions to your IRA for that year. From 2018 on, the maximum catch-up contribution is an additional \$1,000 per year, for a total annual catch-up contribution of \$7,000. If you are over 50 by the end of a year, your catch-up contribution is added to your annual contribution limit for that year.

Contributions to your IRA for a tax year must be made on or before the due date (not including extensions) for your Federal income tax return for that tax year (April 15 for most individuals).

### 4. Deductibility of Contributions

You may deduct the full amount of your IRA contribution up to the annual maximum limit if neither you nor your spouse are not an “active participant” in an employer-sponsored retirement plan (including qualified 401(k), profit sharing plan, Simplified Employee Pension (SEP) plan, SIMPLE IRA, or SIMPLE 401(k) plan, tax-sheltered annuity plan, and certain governmental plans) for any part of such year. If you are not sure whether you are covered by an employer-sponsored retirement plan, check with your employer or check your form W-2 for the year in question.

If you are an “active participant” the deductibility of your contribution will depend on your modified adjusted gross income (MAGI) for the tax year for which the contribution is made. Individuals are considered to be “active participants” for a year if at any time during the year they are covered by any employer plan under which contributions are made to their accounts (including a required or voluntary employee contribution by the individual) or under which they are eligible to earn pension benefit credits. You are not considered an “active participant” if you are covered in a plan only because of your service as (1) an Armed Forces Reservist, for less than 90 days of active service, or (2) a volunteer firefighter covered for firefighting service by a government plan. Also, if you are married, you will not be treated as an “active participant” in an employer-sponsored retirement plan solely because your spouse is an “active participant” in such a plan if you are not an “active participant” yourself.

If you are an “active participant” in an employer- sponsored retirement plan, you may deduct IRA contributions for 2020 based upon the following. You may take a full deduction up to the amount of your contribution limit in the following situations: a) your filing status is single or head of household and your MAGI is \$65,000 or less, or b) your filing status is married filing jointly or qualifying widow(er) and your MAGI is \$104,000 or less. You may take a partial deduction in the following situations: a) your filing status is single or head of household and your MAGI is more than \$65,000 but less than \$75,000, b) your filing status is married filing jointly or qualifying widow(er) and your MAGI is more than \$104,000 but less than \$123,000, or c) your filing status is married filing separately and your MAGI is less than \$10,000. You may not take a deduction in the following situations: a) your filing status is single or head of household and your MAGI is \$75,000 or more, b) your filing status is married filing jointly or qualifying widow(er) and your MAGI is \$123,000 or more, c) your filing status is married filing separately and your MAGI is \$10,000 or more. If you file separately and did not live with your spouse at any time during the year, your IRA deduction is determined under the “Single” filing status. To determine the amount of partial deductions, refer to IRS Publication 590A.

If you are not an “active participant” in an employer-sponsored retirement plan, you may deduct IRA contributions for 2020 based upon the following. If you are single, head of household, or a qualifying widow(er) you may take a full deduction up to the amount of your contribution limit. If you are married filing jointly or separately with a spouse who is not covered by a plan at work, you may take a full deduction up to the amount of your contribution limit. If you are married filing jointly with a spouse who is covered by a plan at work, your deduction depends upon your MAGI as follows: a) if your MAGI is \$196,000 or less, you may take a full deduction up to the amount of your contribution limit, b) if your MAGI is more than \$196,000 but less than \$206,000, you may take a partial deduction, and c) if your MAGI is \$206,000 or more then you may not take a deduction. If you are married filing separately with a spouse who is covered by a plan at work, your deduction depends upon your MAGI as follows: a) if your MAGI is less than \$10,000 then you may take a partial deduction, or b) if your MAGI is \$10,000 or more then you may not take a deduction. If you file separately and did not live with your spouse at any time during the year, your IRA deduction is determined under the “Single” filing status. To determine the amount of partial deductions, refer to IRS Publication 590A.

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### **5. Nondeductible Contributions**

Even if you are above the threshold level and thus may not take a deduction on your contribution, you may still contribute up to the lesser of 100% of compensation or \$6,000 to your IRA for 2020. If you make nondeductible contributions for a particular tax year, you must report the amount of the nondeductible contribution on Form 8606 which you file with the federal income tax return. No deduction is allowed with respect to a rollover contribution (the tax free transfer of retirement funds from one retirement plan to another).

If your employer has adopted a Simplified Employer Pension (SEP) plan, your employer may make a SEP contribution on your behalf into this SEP IRA up to the lesser of a) 25% of your compensation (\$285,000 maximum for 2020) or b) \$57,000 for 2020. This limit is a per employer limit. Therefore, if you work for more than one employer who maintains a SEP plan, you may receive from each employer up to the lesser of a) 25% of your compensation (\$285,000 maximum for 2020) or b) \$57,000 for 2020. Your employer may contribute to this SEP IRA or any other SEP IRA on your behalf under a SEP plan even if you are age 72 or over, and even if you are covered under a qualified plan of another employer for the year.

You may withdraw an IRA contribution made for a year any time until your tax return filing deadline, including extensions. If you do so, you must withdraw the earnings attributable to that portion and report the earnings as income for the year for which the contribution is not deductible. You may decide either to withdraw the nondeductible amount, or in the alternative you may leave it in the IRA and designate that portion as a nondeductible contribution on your tax return for the previous year (adjusted by any outstanding rollovers).

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### **6. Excess Contributions**

If you contribute more than your allowable amount in any one year, you can take care of the excess amount in one of two ways: (1) You can apply the excess amount to contributions for a later year. You can eliminate the excess by contributing less than the maximum amount allowed to your IRA in a later year. If you apply the amount of the excess contribution to a later year, you will be required to pay a 6% penalty tax on the amount of the excess contribution for the year in which the excess contribution was made. If you decide to apply the excess contribution over several years, you will pay the 6% penalty tax on the amount of the excess contribution that remains after each year.

(2) You can remove the excess amount. If you remove the excess amount, the timing of the removal and the amount of the excess contribution determine how you are taxed. You can avoid the 6% penalty tax if you remove the excess plus any other income earned on the excess amount before the due date for filing the tax return for the year. You will have to pay a 10% penalty tax on any gains or earnings earned on the excess removed, unless you are older than age 59 ½ or are permanently disabled. If you decide to remove the excess contribution, any interest or other income earned on the excess will be taxable to you for the year in which the excess contribution was made. If you remove the excess after the due date for filing your taxes for that taxable year, you will have to pay a 6% penalty tax on the entire excess amount. Any earnings on the excess amount will remain in the IRA.

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### **7. IRA Distributions**

You can take money out of your IRA at any time. However, you withdraw any of the funds in your IRA before age 59 ½, the amount includible in your gross income is subject to an IRS 10% non-deductible premature distribution tax unless the distribution meets an IRS exception. This 10% premature distribution tax does not apply to the portion of your IRA

distribution that is not includible in your gross income (for example, amounts treated as a return of non-deductible contributions made to your IRA). The premature distribution penalty tax will be waived for participants under age 59 ½ for certain medical or educational expenses, and first home purchases. You should consult with your tax advisor regarding these specific exemptions from penalty.

#### *Qualified Reservist Distributions*

If you are an eligible qualified reservist who has taken penalty-free qualified reservist distributions from your IRA or retirement plan, you may recontribute those amounts to an IRA generally within a two-year period from the date of your return.

#### *Qualified Charitable Distributions*

If you are age 70 ½ or older, you may be eligible to take tax-free IRA distributions of up to \$100,000 per year and have these distributions paid directly to certain charitable organizations. Special tax rules may apply. For further detailed information you may obtain IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*, from the IRS or refer to the IRS website at [www.irs.gov](http://www.irs.gov).

#### *Disaster Related Relief*

If you qualify (for example, you sustained an economic loss due to, or are otherwise considered affected by, certain disasters designated by Congress), you may be eligible for favorable tax treatment on distributions, rollovers, and other transactions involving your IRA. Qualified disaster relief may include penalty-tax free early distributions made during specified time frames for each disaster, the ability to include distributions in your gross income ratably over multiple years, the ability to roll over distributions to an eligible retirement plan without regard to the 60-day rollover rule, and more. For additional information on specific disasters, including a complete listing of disaster related IRA transactions, you may wish to obtain IRS Publication 590-B *Distributions from Individual Retirement Arrangements (IRAs)*, from the IRS or refer to the IRS website at [www.irs.gov](http://www.irs.gov).

#### *Coronavirus-Related Distributions (CRDs)*

If you qualify, you may withdraw up to \$100,000 in aggregate from your IRAs and eligible retirement plans as a CRD, without paying the 10 percent early distribution penalty tax. You are a qualified individual if you (or your spouse or dependent) is diagnosed with the COVID-19 disease or the SARS-CoV-2 virus in an approved test; or if you have experienced adverse financial consequences as a result of being quarantined, being furloughed or laid off or having work hours reduced due to such virus or disease, being unable to work due to lack of child care due to such virus or disease, closing or reduced hours of a business owned or operated by you due to such virus or disease, or other factors as determined by the IRS. A CRD must be made on or after January 1, 2020, and before December 31, 2020.

CRDs will be taxed ratably over a three-year period, unless you elect otherwise, and may be repaid over three years beginning with the day following the day a CRD is made. Repayments may be made to an eligible retirement plan or IRA.

An eligible retirement plan is defined as a qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, 457(b) eligible governmental deferred compensation plan, or an IRA.

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## **8. Required Minimum Distribution**

Traditional IRAs are subject to IRS required minimum distribution (RMD) rules starting when you reach age 72. In the year you reach age 72, you are required to receive minimum distributions from your IRA. If you have not withdrawn the total amount held in your IRA by April 1 following the year in which you reach 72 (your required beginning date), you must commence minimum withdrawals in order to avoid penalty taxes. A minimum distribution for each subsequent year must be withdrawn by December 31 of that year. For example, if you reach age 72 during 2020, you must withdraw the required minimum distribution for 2021 by April 1, 2021, you must withdraw the required minimum distribution for 2022 by December 31, 2021, the required minimum distribution for 2023 by December 31, 2022, etc. If you maintain more than one Traditional IRA, you must calculate the RMD separately for each. However, you may withdraw the RMD amount from any of your Traditional IRAs.

Upon request, the Custodian will provide you with a calculation of the amount of your RMD with respect to your IRA for that calendar year.

If you fail to withdraw the required minimum for a year, you will have to pay a penalty tax. The penalty tax is 50% of the difference between the minimum withdrawal amount and your actual withdrawals during a year. You should consult your own tax or financial advisor with regard to the calculation of the amount of your minimum distribution each year because it is your responsibility to make sure that this requirement is met. The Custodian is not required to advise you about RMDs and will process a withdrawal from your IRA only in accordance with your specific instructions.

### **Waiver of 2020 Required Minimum Distribution**

In spite of the general rules described above, if you are an IRA owner age 70 ½ or older, you are not required to remove an RMD for calendar year 2020. This RMD waiver also applies to IRA owners who attained age 70 ½ in 2019 but did not take their first RMD before January 1, 2020. In addition, no beneficiary life expectancy payments are required for calendar year 2020. If the five-year rule applies to an IRA with respect to any decedent, the five-year period is determined without regard to calendar year 2020. For example, if an IRA owner died in 2017, the beneficiary's five-year period ends in 2023 instead of 2022.

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## **9. Rollover IRA Rules**

A rollover is the distribution of cash or other assets from your retirement plan or IRA to you, which you subsequently roll over to another retirement plan or IRA. The amount you roll over maintains its tax-deferred status until it is distributed to you. You may take a distribution from all or part of the assets from an IRA and move them to another IRA. Rollover elections are irrevocable. The Custodian shall not be responsible for determining whether you made a proper rollover contribution but the Custodian may request a certification that the funds represent a qualified rollover to ensure the accuracy of the Custodian's records.

### **(1) Rollover from a Traditional IRA to another Traditional IRA**

If you have a Traditional IRA, you can withdraw all or part of the amount in that account and rollover all or part of the amount withdrawn to another Traditional IRA. The amount rolled over

will not be subject to federal income tax (or the 10% premature withdrawal penalty) if you complete the rollover within 60 days after the withdrawal. Generally, IRA assets may be rolled over only once a year.

**(2) Rollover from a Traditional IRA to a Roth IRA**

You can convert amounts from a Traditional IRA (including SEP and SIMPLE IRA) to a Roth IRA. If you are age 72 or older, the amount of your required minimum distribution from a Traditional IRA also does not count toward the MAGI limit to determine if you are eligible to convert. If eligible, you can withdraw all or part of your Traditional IRA and roll it over into a Roth IRA within 60 days of receipt. You will owe taxes on the portion of the conversion that represents the earnings and contributions distributed from the Traditional IRA that were not previously taxed. The amount you convert will be taxable in the year the rollover is made.

**(3) Rollovers from Employer –Sponsored Plans**

If you receive a lump-sum distribution, qualifying partial distribution or termination distributions from a qualified retirement plan, you may roll over all or part of the amount received to an IRA. Generally, rollovers to an IRA must be made within 60 days of receipt of the distribution. Rollovers from employer-sponsored plans may be made by rolling the same property into the IRA, or liquidating the property and rolling over the proceeds. Due to the complex nature of the legal definitions of lump-sum distributions, qualifying partial distribution or termination distribution, any individual wishing to take advantage of the rollover rules should seek advice from his tax advisor as to how these rules work.

**(4) Conduit IRA (Rollover)**

A conduit IRA is an IRA which contains only qualified total distributions from qualified plans, annuities, and 403(b) plans. The IRA is then used as a “holding account” until you subsequently roll that IRA back into another qualified plan, annuity or 403(b) plan. In order to take advantage of this conduit treatment, you must establish a separate IRA plan into which only the qualified total distribution will be rolled over. When you decide to roll the conduit IRA back into a qualified or 403(b) plan, the entire balance in the IRA plan must be rolled. Any amounts not rolled back into a qualified plan will be taxed at ordinary income tax rates. Surviving spouses are eligible to utilize the conduit IRA.

**(5) Rollovers of Settlement Payments from Bankrupt Airlines**

If you are a qualified airline employee who has received a qualified airline settlement payment from a commercial airline carrier under the approval of an order of a federal bankruptcy court, you are allowed to roll over up to 90 percent of the proceeds into your Traditional IRA within 180 days after receipt of such amount, or by a later date if extended by federal law. If you make such a rollover contribution, you may exclude the amount rolled over from your gross income in the taxable year in which the airline settlement payment was paid to you. For further detailed information and effective dates you may obtain IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, from the IRS or refer to the IRS website at [www.irs.gov](http://www.irs.gov).

**(6) Rollovers of Exxon Valdez Settlement Payments.**

If you receive a qualified settlement payment from Exxon Valdez litigation, you may roll over the amount of the settlement, up to \$100,000, reduced by the amount of any qualified Exxon Valdez settlement income previously contributed to a Traditional or Roth IRA or eligible retirement plan in prior taxable years. You will have until your tax return due date (not including extensions) for the year in which the qualified settlement income is received to make the rollover contribution. To obtain more information on this type of rollover, you may wish to visit the IRS website at [www.irs.gov](http://www.irs.gov).

**(7) Rollover of IRS Levy**

If you receive a refund of eligible retirement plan assets that had been wrongfully levied, you may roll over the amount returned up until your tax return due date (not including extensions) for the year in which the money was returned.

**(8) Repayment of Qualified Birth or Adoption Distribution**

If you have taken a qualified birth or adoption distribution, you may generally repay all or a portion of the aggregate amount of such distribution to an IRA, as permitted by the IRS. For further detailed information and effective dates you may obtain IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, from the IRS or refer to the IRS website at [www.irs.gov](http://www.irs.gov).

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**10. Prohibited Transactions**

If you or your beneficiary engage in a prohibited transaction with the account, as described in IRC Section 4975, the account (or the portion of the account engaged in the prohibited transaction) will lose its exemption from tax and then you must include the fair market value of the amount involved in the prohibited transaction in your gross income for the year during which the prohibited transaction occurred in addition to any regular income tax that may be payable. It is your responsibility to determine if a transaction constitutes a prohibited transaction. The Custodian is not responsible for determining if a transaction constitutes a prohibited transaction. The Custodian reserves the right to request certification from you that the direction provided by you does not create a prohibited transaction. If such certification is not forthcoming, the Custodian reserves the right to take whatever action it deems within its discretion to be appropriate, including but not limited to resigning from the account and/or distributing the assets. Not requesting such a certification regarding a transaction is not a determination that a prohibited transaction does not exist.

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**11. Beneficiaries**

You can name one or more beneficiaries to whom the balance of your IRA will be paid when you die. To do so, fill out the designation of beneficiary form provided by the Custodian. Your designation of beneficiaries will not be effective until received and accepted by the Custodian.

You should review your designation periodically, especially if there is a change in your family status such as marriage, divorce, death of a family member or birth or adoption of children. You may change your beneficiary at any time by filling out a new form and sending it to us. You can use a new designation to revoke your prior designation in whole or in part.

If the IRA continues after your death, your beneficiary has the same right to name beneficiaries as you had before your death. If you do not name beneficiaries, or if all your beneficiaries die before you or disclaim, the Custodian will pay your IRA to your spouse first, if he or she survives you. If you have no spouse who survives you, then the money will go to your children who survive you in equal shares. If you have no children who survive you, the assets in your IRA will be paid to your estate.

### **Beneficiary Distributions**

Upon your death, your beneficiaries are required to take distributions according to IRC Sec. 401(a)(9) and Treasury Regulation 1.408-8. These requirements are described below.

#### **1. Death of IRA Owner Before January 1, 2020**

Your designated beneficiary is determined based on the beneficiaries designated as of the date of your death, who remain your beneficiaries as of September 30 of the year following the year of your death.

If you die on or after your required beginning date, distributions must be made to your beneficiaries over the longer of the single life expectancy of your designated beneficiaries, or your remaining life expectancy. If a beneficiary other than a person or qualified trust as defined in the Treasury Regulations is named, you will be treated as having no designated beneficiary of your IRA for purposes of determining the distribution period. If there is no designated beneficiary of your IRA, distributions will commence using your single life expectancy, reduced by one in each subsequent year.

If you die before your required beginning date, the entire amount remaining in your account will, at the election of your designated beneficiaries, either

- (a) Be distributed by December 31 of the year containing the fifth anniversary of your death, or
- (b) Be distributed over the remaining life expectancy of your designated beneficiaries.

If your spouse is your sole designated beneficiary, he or she must elect either option (a) or (b) by the earlier of December 31 of the year containing the fifth anniversary of your death, or December 31 of the year life expectancy payments would be required to begin. Your designated beneficiaries, other than a spouse who is the sole designated beneficiary, must elect either option (a) or (b) by December 31 of the year following the year of your death. If no election is made, distribution will be calculated in accordance with option (b). In the case of distributions under option (b), distributions must commence by December 31 of the year following the year of your death. Generally if your spouse is the designated beneficiary, distributions need not commence until December 31 of the year you would have attained age 72 (70 ½ if you would have attained age 70 ½ before 2020), if later. If a beneficiary other than a person or qualified trust as defined in the Treasury Regulations is named, you will be treated as having no designated beneficiary of your IRA for purposes of determining the distribution period. If there is no designated beneficiary of

your IRA, the entire IRA must be distributed by December 31 of the year containing the fifth anniversary of your death.

#### **2. Death of IRA Owner On or After January 1, 2020**

The entire amount remaining in your account will generally be distributed by December 31 of the year containing the tenth anniversary of your death unless you have an eligible designated beneficiary of you have no designated beneficiary for purposes of determining a distribution period. This requirement applies to beneficiaries regardless of whether you die before, on, or after your required beginning date.

If your beneficiary is an eligible designated beneficiary, the entire amount remaining in your account may be distributed (in accordance with the Treasury Regulations) over the remaining life expectancy of your eligible designated beneficiary (or over a period not extending beyond the life expectancy of such beneficiary).

An eligible designated beneficiary is any designated beneficiary who is;

- Your surviving spouse,
- Your child who has not reached the age of majority,
- Disabled (A physician must determine that your impairment can be expected to result in death or to be of long, continued, and indefinite duration.),
- An individual who is not more than 10 years younger than you, or
- Chronically ill (A chronically ill individual is someone who (1) is unable to perform (without substantial assistance from another individual) at least two activities of daily living for an indefinite period due to a loss of functional capacity, (2) has a level of disability similar to the level of disability described above requiring assistance with daily living based on loss of functional capacity, or (3) requires substantial supervision to protect the individual from threats to health and safety due to severe cognitive impairment.)

Note that certain trust beneficiaries (e.g., certain trusts for disabled and chronically ill individuals) may take distribution of the entire amount remaining in your account over the remaining life expectancy of the trust beneficiary.

Generally, life expectancy distributions to an eligible designated beneficiary must commence by December 31 of the year following the year of your death. However, if your spouse is the eligible designated beneficiary, distributions need not commence until December 31 of the year you would have attained age 72, if later. If your eligible designated beneficiary is your minor child, life expectancy payments must begin December 31 of the year following the year of your death and continue until the child reaches the age of majority. Once the age of majority is reached, the beneficiary will have 10 years to deplete the account.

If a beneficiary other than a person (e.g., your estate, a charity, or a certain type of trust) is named, you will be treated as having no designated beneficiary of your IRA for purposes of

determining the distribution period. If you die before your required beginning date and there is no designated beneficiary of your IRA, the entire IRA must be distributed by December 31 of the year containing the fifth anniversary of your death. If you die on or after your required beginning date and there is no designated beneficiary of your IRA, distributions will commence using your single life expectancy, reduced by one in each subsequent year.

A spouse who is the sole designated beneficiary of your entire IRA will be deemed to elect to treat your IRA as his or her own by either (1) making contributions to your IRA or (2) failing to timely remove a required minimum distribution from your IRA. Regardless of whether or not the spouse is the sole designated beneficiary of your IRA, a spouse beneficiary may roll over his or her share of assets to his or her own IRA.

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

If your beneficiary fails to remove a required minimum distribution after your death, an additional penalty tax of 50 percent is imposed on the amount of the required minimum distribution that should have been taken but was not. Your beneficiary must file IRS Form 5329 along with his or her income tax return to report and remit any additional taxes to the IRS.

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## **12. Self-Direction Requirements**

Under the Directed Trust Company Traditional IRA Account Agreement, you are required to direct the Custodian with respect to the investment of funds in your account. In the absence of direction from you or your authorized agent, the Custodian will not make or dispose of any investments or distribute any funds held in the account, except Custodian may liquidate assets, chosen in the Custodian's sole discretion, to pay fees and expenses, including the Custodian's fees and expenses. The Custodian has no power or duty to question or investigate any investment agent, as to a specific investment or the IRA's overall portfolio, to review any investments held in the account or to make any suggestions to you with respect to the investment, retention, or disposition of any asset in the account. The Custodian will not be liable for any loss of any kind which may result by reason of any action taken by it in accordance with direction from you or your designated agent, or by reason of any failure to act because of the absence of any directions. The Custodian may resign rather than execute an investment direction if it determines in its discretion that the investment would not be administratively feasible.

The assets in your IRA will be invested only in accordance with directions received from you or your designated Investment Agent. Directed Trust Company offers no investment management, recommendations, or investment advice as to which investments may be best for your IRA. As Custodian, Directed Trust Company accepts custody of a wide range of different types of assets. The fact that Directed Trust Company accepts custody of an asset does not constitute an endorsement of that asset or the entity or principals which/who sell or manage such assets. You alone are responsible to do the appropriate investigation of the investment, entity and

principals involved before you invest. Likewise, you alone are responsible for continuing oversight for all your investments. Growth in value of the retirement account is neither guaranteed nor projected, and depends entirely on the success of your investment strategy. The profits and/or losses of each individual retirement account are allocated to that account. Your fees are for custodial and administrative services.

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## **13. Approved Form**

The Directed Trust Company Traditional IRA Account is treated as approved, as to the form, by the Internal Revenue Service since it utilizes precise language of Form 5305-A, currently provided by the Internal Revenue Service, plus additional language permitted by such form. The Internal Revenue Service approval is a determination only as to the form of the account, and does not represent a determination of the merits of the account.

The provisions of the Traditional IRA Custodial Account Agreement and this Disclosure Statement shall be construed and interpreted under the laws of the State of Arizona.

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## **14. No Tax Advice**

This Disclosure Statement together with the Custodial Agreement should answer most questions concerning the IRA. However, the fact that IRA state tax laws vary should be noted by you. If you have additional questions regarding IRAs, you should consult your tax advisor or attorney. Also, you may obtain additional information regarding IRAs from any District Office of the IRS. See in particular IRS Publication 590A and 590B (Individual Retirement Arrangements). Directed Trust Company does not render tax or legal advice.

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## **15. Uninvested Cash**

Directed Trust Company will deposit all undirected and uninvested cash from any source, including but not limited to contributions, transfers, proceeds from asset sales and income and distributions from assets held in the custodial account. Uninvested Cash shall be deposited with banks and will be insured by the FDIC up to the federal deposit insurance limits (currently \$250,000 per account holder) and any excess amount will not be insured by the FDIC.

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## **16. Fee Disclosure, Referral Fees, Fund Custodian**

In connection with the IRA, you agree to pay the fees set forth on the accompanying Fee Schedule. The services and fees on the Fee Schedule can be changed or additional fees added from time to time without notice to you.

The Custodian may pay a referral fee, one time or recurring, to brokers, financial institutions, investment sponsors, and other entities or individuals, which/who referred you/your Account to the Custodian.

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## **17. Privacy Disclosure**

The mission of the Custodian is to meet the desires of our customers. As a financial services professional entrusted with sensitive information, the Custodian respects the privacy of customers and is committed to treating customer information responsibly. The applicable Customer information Privacy

Principles serve as standards for all employees for the collection, use, retention, and security of individual customer information.

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### 18. Information the Custodian Collects About You

The Custodian collects nonpublic information about you from the following sources:

- Information the Custodian receives from you on applications and other forms,
- Information about your transactions with the Custodian, our affiliates, or others.

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### 19. No Disclosures Outside of Exceptions

The Custodian does not reveal specific information about your IRA or other personally identifiable data to outside parties for their independent use unless:

1) the information is provided to help complete a transaction initiated by you; 2) the information is provided to a reputable credit bureau or similar information reporting agency; 3) the information goes to, agents, vendors, and service suppliers in connection with the services they supply to the IRA; 4) you request or authorize disclosure; and 5) the disclosure otherwise is lawfully permitted or required. The Custodian does not provide account or personal information to outside companies for the purpose of independent telemarketing or direct mail marketing of any non-financial products or services of those companies.

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### 20. Confidentiality and Security

The Custodian restricts access to nonpublic personal information about you and the Custodial Account to those

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### Acknowledgment

By signing the Traditional IRA Application document, you acknowledge the opening of the account and agree to be bound by the terms of the Traditional IRA Custodial Account Agreement including this Disclosure Statement. You agree to read and abide by this Traditional IRA Custodial Account Agreement, including this Disclosure Statement, and the Privacy Policy included herein. Although not a part of the Application process, you authorize the Custodian to make inquiries from any consumer reporting agency or other personal information agency or service, including a check protection service, in connection with this Account, if deemed necessary at a future time.



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**Account Owner Signature**

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**Date (required)**

employees, vendors and agents who need to know that information to provide products or services to the IRA. Custodian maintains physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

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### 21. Important Information about Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an Account, you will be asked for your name, address, date of birth, and other information that will allow the Custodian to identify you.

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#### INVESTMENTS: NOT FDIC INSURED - NO GUARANTEE - MAY LOSE VALUE

<b>Secure File Upload:</b> www.directedira.com/secureupload	<b>Email Forms to:</b> <a href="mailto:Crypto@directedira.com">Crypto@directedira.com</a>	<b>Send Mail to:</b> 3033 N. Central Ave. Ste. 400 Phoenix, AZ 85012	<b>Phone:</b> (602) 899-9396 <b>Fax:</b> (602) 899-9641
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Directed IRA is a tradename of Directed Trust Company, an Arizona Corporation



## Disclosure Statement – Crypto Roth IRA

This Crypto Roth IRA Disclosure Statement is a summary of the requirements for Directed Trust Company, an Arizona Corporation, tradename Directed IRA, pursuant to Internal Revenue Service (“IRS”) Regulations which require that the information contained herein be given to individuals for whom an IRA is established. By executing the Crypto Roth IRA Application, you acknowledge receipt of this Disclosure Statement. The Account Owner has executed the Crypto Roth IRA Account Custodial Agreement.

### 1. Revocation of Account

The Account Owner may revoke the IRA at any time within seven (7) days after he or she has executed the IRA Application. Upon revocation, the Custodian will return to the Account Owner the amount contributed to the IRA without penalty, service charge or administrative expense. Contributions will be returned plus establishment fees without adjustment for such items as sale commissions or administrative expenses. To revoke the IRA, the Account Owner must personally deliver or mail a written notice of revocation to the Custodian postmarked within seven (7) days of executing the IRA Application. Mail the notice by First Class Mail to the Custodian:

Directed Trust Company  
Attn: Revocation  
3033 North Central Ave, Suite 400  
Phoenix, AZ 85012

### 2. Statutory Requirement

An IRA must satisfy certain requirements of the Internal Revenue Code. The Roth IRA Custodial Account Agreement incorporates those requirements. In brief, the Internal Revenue Code requires that the IRA be governed by a written instrument; the Custodian, except in the case of a rollover contribution, will accept only cash contributions; with certain limited exceptions, only a bank or trust company may act as Trustee/Custodian of the IRA; no investment be made in life insurance contracts; no investment be made in collectibles (within the meaning of Internal Revenue Code Section 408(m), except as permitted by Internal Revenue Code Section 408(m) (3)); the Account Owner’s interest in the IRA be nonforfeitable at all times; with certain exceptions, the Account Owner’s IRA not be commingled with other property; and distribution of the Account Owner’s interest in the IRA be made under specific guidelines.

### 3. IRA Contributions

You can make annual contributions to an IRA up to the annual limit, or 100% for your compensation or earned income, whichever is less. The annual contribution limit is \$6,000 for 2020.

If you and your spouse both work and have compensation that is includable in your gross income, each of you can annually contribute to a separate IRA up to the lesser of the annual limit or 100% for compensation or earned income. If each of you has at least the annual limit in compensation or earned income, each of you may make the maximum contribution to your IRA, a total

of up to twice the annual limit on IRA contributions for the couple (in other words, \$12,000 for 2 IRAs). Contributions to a spousal IRA need not be equally divided between spouses, but no contribution is allowed for annual contributions on behalf of either spouse that exceed the annual limit.

If you are age 50 or older you may make special catch-up contributions to your IRA for that year. From 2018 on, the maximum catch-up contribution is an additional \$1,000 per year, for a total annual catch-up contribution of \$7,000. If you are over 50 by the end of a year, your catch-up contribution is added to your annual contribution limit for that year.

Contributions to your IRA for a tax year must be made on or before the due date (not including extensions) for your Federal income tax return for that tax year (April 15 for most individuals).

### 4. Deductibility of Contributions

You may deduct the full amount of your IRA contribution up to the annual maximum limit if neither you nor your spouse are not an “active participant” in an employer-sponsored retirement plan (including qualified 401(k), profit sharing plan, Simplified Employee Pension (SEP) plan, SIMPLE IRA, or SIMPLE 401(k) plan, tax-sheltered annuity plan, and certain governmental plans) for any part of such year. If you are not sure whether you are covered by an employer-sponsored retirement plan, check with your employer or check your form W-2 for the year in question.

If you are an “active participant” the deductibility of your contribution will depend on your modified adjusted gross income (MAGI) for the tax year for which the contribution is made. Individuals are considered to be “active participants” for a year if at any time during the year they are covered by any employer plan under which contributions are made to their accounts (including a required or voluntary employee contribution by the individual) or under which they are eligible to earn pension benefit credits. You are not considered an “active participant” if you are covered in a plan only because of your service as (1) an Armed Forces Reservist, for less than 90 days of active service, or (2) a volunteer firefighter covered for firefighting service by a government plan. Also, if you are married, you will not be treated as an “active participant” in an employer-sponsored retirement plan solely because your spouse is an “active participant” in such a plan if you are not an “active participant” yourself.

If you are an “active participant” in an employer-sponsored retirement plan, you may deduct IRA contributions for 2020

based upon the following. You may take a full deduction up to the amount of your contribution limit in the following situations: a) your filing status is single or head of household and your MAGI is \$65,000 or less, or b) your filing status is married filing jointly or qualifying widow(er) and your MAGI is \$104,000 or less. You may take a partial deduction in the following situations: a) your filing status is single or head of household and your MAGI is more than \$65,000 but less than \$75,000, b) your filing status is married filing jointly or qualifying widow(er) and your MAGI is more than \$104,000 but less than \$123,000, or c) your filing status is married filing separately and your MAGI is less than \$10,000. You may not take a deduction in the following situations: a) your filing status is single or head of household and your MAGI is \$75,000 or more, b) your filing status is married filing jointly or qualifying widow(er) and your MAGI is \$123,000 or more, c) your filing status is married filing separately and your MAGI is \$10,000 or more. If you file separately and did not live with your spouse at any time during the year, your IRA deduction is determined under the "Single" filing status. To determine the amount of partial deductions, refer to IRS Publication 590A.

If you are not an "active participant" in an employer-sponsored retirement plan, you may deduct IRA contributions for 2020 based upon the following. If you are single, head of household, or a qualifying widow(er) you may take a full deduction up to the amount of your contribution limit. If you are married filing jointly or separately with a spouse who is not covered by a plan at work, you may take a full deduction up to the amount of your contribution limit. If you are married filing jointly with a spouse who is covered by a plan at work, your deduction depends upon your MAGI as follows: a) if your MAGI is \$196,000 or less, you may take a full deduction up to the amount of your contribution limit, b) if your MAGI is more than \$196,000 but less than \$206,000, you may take a partial deduction, and c) if your MAGI is \$206,000 or more then you may not take a deduction. If you are married filing separately with a spouse who is covered by a plan at work, your deduction depends upon your MAGI as follows: a) if your MAGI is less than \$10,000 then you may take a partial deduction, or b) if your MAGI is \$10,000 or more then you may not take a deduction. If you file separately and did not live with your spouse at any time during the year, your IRA deduction is determined under the "Single" filing status. To determine the amount of partial deductions, refer to IRS Publication 590A.

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## 5. Nondeductible Contributions

Even if you are above the threshold level and thus may not take a deduction on your contribution, you may still contribute up to the lesser of 100% of compensation or \$6,000 to your IRA for 2020. If you make nondeductible contributions for a particular tax year, you must report the amount of the nondeductible contribution on Form 8606 which you file with the federal income tax return. No deduction is allowed with respect to a rollover contribution (the tax free transfer of retirement funds from one retirement plan to another).

If your employer has adopted a Simplified Employer Pension (SEP) plan, your employer may make a SEP contribution on your behalf into this SEP IRA up to the lesser of a) 25% of your compensation (\$285,000 maximum for 2020) or b) \$57,000 for

2020. This limit is a per employer limit. Therefore, if you work for more than one employer who maintains a SEP plan, you may receive from each employer up to the lesser of a) 25% of your compensation (\$285,000 maximum for 2020) or b) \$57,000 for 2020. Your employer may contribute to this SEP IRA or any other SEP IRA on your behalf under a SEP plan even if you are age 72 or over, and even if you are covered under a qualified plan of another employer for the year.

You may withdraw an IRA contribution made for a year any time until your tax return filing deadline, including extensions. If you do so, you must withdraw the earnings attributable to that portion and report the earnings as income for the year for which the contribution is not deductible. You may decide either to withdraw the nondeductible amount, or in the alternative you may leave it in the IRA and designate that portion as a nondeductible contribution on your tax return for the previous year (adjusted by any outstanding rollovers).

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## 6. Excess Contributions

If you contribute more than your allowable amount in any one year, you can take care of the excess amount in one of two ways: (1) You can apply the excess amount to contributions for a later year. You can eliminate the excess by contributing less than the maximum amount allowed to your IRA in a later year. If you apply the amount of the excess contribution to a later year, you will be required to pay a 6% penalty tax on the amount of the excess contribution for the year in which the excess contribution was made. If you decide to apply the excess contribution over several years, you will pay the 6% penalty tax on the amount of the excess contribution that remains after each year.

(2) You can remove the excess amount. If you remove the excess amount, the timing of the removal and the amount of the excess contribution determine how you are taxed. You can avoid the 6% penalty tax if you remove the excess plus any other income earned on the excess amount before the due date for filing the tax return for the year. You will have to pay a 10% penalty tax on any gains or earnings earned on the excess removed, unless you are older than age 59 ½ or are permanently disabled. If you decide to remove the excess contribution, any interest or other income earned on the excess will be taxable to you for the year in which the excess contribution was made. If you remove the excess after the due date for filing your taxes for that taxable year, you will have to pay a 6% penalty tax on the entire excess amount. Any earnings on the excess amount will remain in the IRA.

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## 7. IRA Distributions

You can take money out of your IRA at any time. However, you withdraw any of the funds in your IRA before age 59 ½, the amount includible in your gross income is subject to an IRS 10% non-deductible premature distribution tax unless the distribution meets an IRS exception. This 10% premature distribution tax does not apply to the portion of your IRA distribution that is not includible in your gross income (for example, amounts treated as a return of non-deductible contributions made to your IRA). The premature distribution penalty tax will be waived for participants under age 59 ½ for

certain medical or educational expenses, and first home purchases. You should consult with your tax advisor regarding these specific exemptions from penalty.

#### *Qualified Reservist Distributions*

If you are an eligible qualified reservist who has taken penalty-free qualified reservist distributions from your IRA or retirement plan, you may recontribute those amounts to an IRA generally within a two-year period from the date of your return.

#### *Qualified Charitable Distributions*

If you are age 70 ½ or older, you may be eligible to take tax-free IRA distributions of up to \$100,000 per year and have these distributions paid directly to certain charitable organizations. Special tax rules may apply. For further detailed information you may obtain IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*, from the IRS or refer to the IRS website at [www.irs.gov](http://www.irs.gov).

#### *Disaster Related Relief*

If you qualify (for example, you sustained an economic loss due to, or are otherwise considered affected by, certain disasters designated by Congress), you may be eligible for favorable tax treatment on distributions, rollovers, and other transactions involving your IRA. Qualified disaster relief may include penalty-free early distributions made during specified time frames for each disaster, the ability to include distributions in your gross income ratably over multiple years, the ability to roll over distributions to an eligible retirement plan without regard to the 60-day rollover rule, and more. For additional information on specific disasters, including a complete listing of disaster related IRA transactions, you may wish to obtain IRS Publication 590-B *Distributions from Individual Retirement Arrangements (IRAs)*, from the IRS or refer to the IRS website at [www.irs.gov](http://www.irs.gov).

#### *Coronavirus-Related Distributions (CRDs)*

If you qualify, you may withdraw up to \$100,000 in aggregate from your IRAs and eligible retirement plans as a CRD, without paying the 10 percent early distribution penalty tax. You are a qualified individual if you (or your spouse or dependent) is diagnosed with the COVID-19 disease or the SARS-CoV-2 virus in an approved test; or if you have experienced adverse financial consequences as a result of being quarantined, being furloughed or laid off or having work hours reduced due to such virus or disease, being unable to work due to lack of child care due to such virus or disease, closing or reduced hours of a business owned or operated by you due to such virus or disease, or other factors as determined by the IRS. A CRD must be made on or after January 1, 2020, and before December 31, 2020.

CRDs will be taxed ratably over a three-year period, unless you elect otherwise, and may be repaid over three years beginning with the day following the day a CRD is made. Repayments may be made to an eligible retirement plan or IRA.

An eligible retirement plan is defined as a qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, 457(b) eligible governmental deferred compensation plan, or an IRA.

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## **8. Required Minimum Distribution**

Traditional IRAs are subject to IRS required minimum distribution (RMD) rules starting when you reach age 72. In the year you reach age 72, you are required to receive minimum distributions from your IRA. If you have not withdrawn the total

amount held in your IRA by April 1 following the year in which you reach 72 (your required beginning date), you must commence minimum withdrawals in order to avoid penalty taxes. A minimum distribution for each subsequent year must be withdrawn by December 31 of that year. For example, if you reach age 72 during 2020, you must withdraw the required minimum distribution for 2021 by April 1, 2019, you must withdraw the required minimum distribution for 2021 by December 31, 2021, the required minimum distribution for 2022 by December 31, 2022, etc. If you maintain more than one Traditional IRA, you must calculate the RMD separately for each. However, you may withdraw the RMD amount from any of your Traditional IRAs.

Upon request, the Custodian will provide you with a calculation of the amount of your RMD with respect to your IRA for that calendar year.

If you fail to withdraw the required minimum for a year, you will have to pay a penalty tax. The penalty tax is 50% of the difference between the minimum withdrawal amount and your actual withdrawals during a year. You should consult your own tax or financial advisor with regard to the calculation of the amount of your minimum distribution each year because it is your responsibility to make sure that this requirement is met. The Custodian is not required to advise you about RMDs and will process a withdrawal from your IRA only in accordance with your specific instructions.

### **Waiver of 2020 Required Minimum Distribution**

In spite of the general rules described above, if you are an IRA owner age 70 ½ or older, you are not required to remove an RMD for calendar year 2020. This RMD waiver also applies to IRA owners who attained age 70 ½ in 2019 but did not take their first RMD before January 1, 2020. In addition, no beneficiary life expectancy payments are required for calendar year 2020. If the five-year rule applies to an IRA with respect to any decedent, the five-year period is determined without regard to calendar year 2020. For example, if an IRA owner died in 2017, the beneficiary's five-year period ends in 2023 instead of 2022.

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## **9. Rollover IRA Rules**

A rollover is the distribution of cash or other assets from your retirement plan or IRA to you, which you subsequently roll over to another retirement plan or IRA. The amount you roll over maintains its tax-deferred status until it is distributed to you. You may take a distribution from all or part of the assets from an IRA and move them to another IRA. Rollover elections are irrevocable. The Custodian shall not be responsible for determining whether you made a proper rollover contribution but the Custodian may request a certification that the funds represent a qualified rollover to ensure the accuracy of the Custodian's records.

### **(1) Rollover from a Roth IRA to another Roth IRA**

If you have a Roth IRA, you can withdraw all or part of the amount in that account and rollover all or part of the amount withdrawn to another Roth IRA. The amount rolled over will not be subject to federal income tax (or the 10% premature withdrawal penalty) if you complete the rollover within 60 days after the withdrawal. Generally, IRA assets may be rolled over only once a year.

### **(2) Rollover from a Traditional IRA to a Roth IRA**

You can convert amounts from a Traditional IRA (including SEP and SIMPLE IRA) to a Roth IRA. If you are age 72 or older, the amount of your required minimum distribution from a Traditional IRA also does not count toward the MAGI limit to determine if you are eligible to convert. If eligible, you can withdraw all or part of your Traditional IRA and roll it over into a Roth IRA within 60 days of receipt. You will owe taxes on the portion of the conversion that represents the earnings and contributions distributed from the Traditional IRA that were not previously taxed. The amount you convert will be taxable in the year the rollover is made.

### **(3) Rollovers from Employer –Sponsored Plans**

If you receive a lump-sum distribution, qualifying partial distribution or termination distributions from a qualified retirement plan, you may roll over all or part of the amount received to an IRA. Generally, rollovers to an IRA must be made within 60 days of receipt of the distribution. Rollovers from employer-sponsored plans may be made by rolling the same property into the IRA, or liquidating the property and rolling over the proceeds. Due to the complex nature of the legal definitions of lump-sum distributions, qualifying partial distribution or termination distribution, any individual wishing to take advantage of the rollover rules should seek advice from his tax advisor as to how these rules work.

### **(4) Conduit IRA (Rollover)**

A conduit IRA is an IRA which contains only qualified total distributions from qualified plans, annuities, and 403(b) plans. The IRA is then used as a “holding account” until you subsequently roll that IRA back into another qualified plan, annuity or 403(b) plan. In order to take advantage of this conduit treatment, you must establish a separate IRA plan into which only the qualified total distribution will be rolled over. When you decide to roll the conduit IRA back into a qualified or 403(b) plan, the entire balance in the IRA plan must be rolled. Any amounts not rolled back into a qualified plan will be taxed at ordinary income tax rates. Surviving spouses are eligible to utilize the conduit IRA.

### **(5) Rollovers of Settlement Payments from Bankrupt Airlines**

If you are a qualified airline employee who has received a qualified airline settlement payment from a commercial airline carrier under the approval of an order of a federal bankruptcy court, you are allowed to roll over up to 90 percent of the proceeds into your Traditional IRA within 180 days after receipt of such amount, or by a later date if extended by federal law. If you make such a rollover contribution, you may exclude the amount rolled over from your gross income in the taxable year in which the airline settlement payment was paid to you. For further detailed information and effective dates you may obtain IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, from the IRS or refer to the IRS website at [www.irs.gov](http://www.irs.gov).

### **(6) Rollovers of Exxon Valdez Settlement Payments.**

If you receive a qualified settlement payment from Exxon Valdez litigation, you may roll over the amount of the settlement, up to \$100,000, reduced by the amount of any qualified Exxon Valdez settlement income previously contributed to a Traditional or Roth IRA or eligible retirement

plan in prior taxable years. You will have until your tax return due date (not including extensions) for the year in which the qualified settlement income is received to make the rollover contribution. To obtain more information on this type of rollover, you may wish to visit the IRS website at [www.irs.gov](http://www.irs.gov).

### **(7) Rollover of IRS Levy**

If you receive a refund of eligible retirement plan assets that had been wrongfully levied, you may roll over the amount returned up until your tax return due date (not including extensions) for the year in which the money was returned.

### **(8) Repayment of Qualified Birth or Adoption Distribution**

If you have taken a qualified birth or adoption distribution, you may generally repay all or a portion of the aggregate amount of such distribution to an IRA, as permitted by the IRS. For further detailed information and effective dates you may obtain IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, from the IRS or refer to the IRS website at [www.irs.gov](http://www.irs.gov).

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## **10. Prohibited Transactions**

If you or your beneficiary engage in a prohibited transaction with the account, as described in IRC Section 4975, the account (or the portion of the account engaged in the prohibited transaction) will lose its exemption from tax and then you must include the fair market value of the amount involved in the prohibited transaction in your gross income for the year during which the prohibited transaction occurred in addition to any regular income tax that may be payable. It is your responsibility to determine if a transaction constitutes a prohibited transaction. The Custodian is not responsible for determining if a transaction constitutes a prohibited transaction. The Custodian reserves the right to request certification from you that the direction provided by you does not create a prohibited transaction. If such certification is not forthcoming, the Custodian reserves the right to take whatever action it deems within its discretion to be appropriate, including but not limited to resigning from the account and/or distributing the assets. Not requesting such a certification regarding a transaction is not a determination that a prohibited transaction does not exist.

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## **11. Beneficiaries**

You can name one or more beneficiaries to whom the balance of your IRA will be paid when you die. To do so, fill out the designation of beneficiary form provided by the Custodian. Your designation of beneficiaries will not be effective until received and accepted by the Custodian.

You should review your designation periodically, especially if there is a change in your family status such as marriage, divorce, death of a family member or birth or adoption of children. You may change your beneficiary at any time by filling out a new form and sending it to us. You can use a new designation to revoke your prior designation in whole or in part.

If the IRA continues after your death, your beneficiary has the same right to name beneficiaries as you had before your death. If you do not name beneficiaries, or if all your beneficiaries die before you or disclaim, the Custodian will pay your IRA to your spouse first, if he or she survives you. If you have no spouse who survives you, then the money will go to your children who

survive you in equal shares. If you have no children who survive you, the assets in your IRA will be paid to your estate.

### **Beneficiary Distributions**

Upon your death, your beneficiaries are required to take distributions according to IRC Sec. 401(a)(9) and Treasury Regulation 1.408-8. These requirements are described below.

#### **3. Death of IRA Owner Before January 1, 2020**

Your designated beneficiary is determined based on the beneficiaries designated as of the date of your death, who remain your beneficiaries as of September 30 of the year following the year of your death.

If you die on or after your required beginning date, distributions must be made to your beneficiaries over the longer of the single life expectancy of your designated beneficiaries, or your remaining life expectancy. If a beneficiary other than a person or qualified trust as defined in the Treasury Regulations is named, you will be treated as having no designated beneficiary of your IRA for purposes of determining the distribution period. If there is no designated beneficiary of your IRA, distributions will commence using your single life expectancy, reduced by one in each subsequent year.

If you die before your required beginning date, the entire amount remaining in your account will, at the election of your designated beneficiaries, either

- (c) Be distributed by December 31 of the year containing the fifth anniversary of your death, or
- (d) Be distributed over the remaining life expectancy of your designated beneficiaries.

If your spouse is your sole designated beneficiary, he or she must elect either option (a) or (b) by the earlier of December 31 of the year containing the fifth anniversary of your death, or December 31 of the year life expectancy payments would be required to begin. Your designated beneficiaries, other than a spouse who is the sole designated beneficiary, must elect either option (a) or (b) by December 31 of the year following the year of your death. If no election is made, distribution will be calculated in accordance with option (b). In the case of distributions under option (b), distributions must commence by December 31 of the year following the year of your death. Generally if your spouse is the designated beneficiary, distributions need not commence until December 31 of the year you would have attained age 72 (70 ½ if you would have attained age 70 ½ before 2020), if later. If a beneficiary other than a person or qualified trust as defined in the Treasury Regulations is named, you will be treated as having no designated beneficiary of your IRA for purposes of determining the distribution period. If there is no designated beneficiary of your IRA, the entire IRA must be distributed by December 31 of the year containing the fifth anniversary of your death.

#### **4. Death of IRA Owner On or After January 1, 2020**

The entire amount remaining in your account will generally be distributed by December 31 of the year containing the tenth

anniversary of your death unless you have an eligible designated beneficiary of you have no designated beneficiary for purposes of determining a distribution period. This requirement applies to beneficiaries regardless of whether you die before, on, or after your required beginning date.

If your beneficiary is an eligible designated beneficiary, the entire amount remaining in your account may be distributed (in accordance with the Treasury Regulations) over the remaining life expectancy of your eligible designated beneficiary (or over a period not extending beyond the life expectancy of such beneficiary).

An eligible designated beneficiary is any designated beneficiary who is;

- Your surviving spouse,
- Your child who has not reached the age of majority,
- Disabled (A physician must determine that your impairment can be expected to result in death or to be of long, continued, and indefinite duration.),
- An individual who is not more than 10 years younger than you, or
- Chronically ill (A chronically ill individual is someone who (1) is unable to perform (without substantial assistance from another individual) at least two activities of daily living for an indefinite period due to a loss of functional capacity, (2) has a level of disability similar to the level of disability described above requiring assistance with daily living based on loss of functional capacity, or (3) requires substantial supervision to protect the individual from threats to health and safety due to severe cognitive impairment.)

Note that certain trust beneficiaries (e.g., certain trusts for disabled and chronically ill individuals) may take distribution of the entire amount remaining in your account over the remaining life expectancy of the trust beneficiary.

Generally, life expectancy distributions to an eligible designated beneficiary must commence by December 31 of the year following the year of your death. However, if your spouse is the eligible designated beneficiary, distributions need not commence until December 31 of the year you would have attained age 72, if later. If your eligible designated beneficiary is your minor child, life expectancy payments must begin December 31 of the year following the year of your death and continue until the child reaches the age of majority. Once the age of majority is reached, the beneficiary will have 10 years to deplete the account.

If a beneficiary other than a person (e.g., your estate, a charity, or a certain type of trust) is named, you will be treated as having no designated beneficiary of your IRA for purposes of determining the distribution period. If you die before your required beginning date and there is no designated beneficiary of your IRA, the entire IRA must be distributed by December 31 of the year containing the fifth anniversary of your death. If you die on or after your required beginning date and there is no designated beneficiary of your IRA, distributions will commence

using your single life expectancy, reduced by one in each subsequent year.

A spouse who is the sole designated beneficiary of your entire IRA will be deemed to elect to treat your IRA as his or her own by either (1) making contributions to your IRA or (2) failing to timely remove a required minimum distribution from your IRA. Regardless of whether or not the spouse is the sole designated beneficiary of your IRA, a spouse beneficiary may roll over his or her share of assets to his or her own IRA.

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

If your beneficiary fails to remove a required minimum distribution after your death, an additional penalty tax of 50 percent is imposed on the amount of the required minimum distribution that should have been taken but was not. Your beneficiary must file IRS Form 5329 along with his or her income tax return to report and remit any additional taxes to the IRS.

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### **12. Self-Direction Requirements**

Under the Directed Trust Company Roth IRA Account Agreement, you are required to direct the Custodian with respect to the investment of funds in your account. In the absence of direction from you or your authorized agent, the Custodian will not make or dispose of any investments or distribute any funds held in the account, except Custodian may liquidate assets, chosen in the Custodian's sole discretion, to pay fees and expenses, including the Custodian's fees and expenses. The Custodian has no power or duty to question or investigate any investment agent, as to a specific investment or the IRA's overall portfolio, to review any investments held in the account or to make any suggestions to you with respect to the investment, retention, or disposition of any asset in the account. The Custodian will not be liable for any loss of any kind which may result by reason of any action taken by it in accordance with direction from you or your designated agent, or by reason of any failure to act because of the absence of any directions. The Custodian may resign rather than execute an investment direction if it determines in its discretion that the investment would not be administratively feasible.

The assets in your IRA will be invested only in accordance with directions received from you or your designated Investment Agent. Directed Trust Company offers no investment management, recommendations, or investment advice as to which investments may be best for your IRA. As Custodian, Directed Trust Company accepts custody of a wide range of different types of assets. The fact that Directed Trust Company accepts custody of an asset does not constitute an endorsement of that asset or the entity or principals which/who sell or manage such assets. You alone are responsible to do the appropriate investigation of the investment, entity and principals involved before you invest. Likewise, you alone are responsible for continuing oversight for all your investments. Growth in value of the retirement account is neither guaranteed nor projected, and depends entirely on the success of your investment strategy. The profits and/or losses of each

individual retirement account are allocated to that account. Your fees are for custodial and administrative services.

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### **13. Approved Form**

The Directed Trust Company Roth IRA Account is treated as approved, as to the form, by the Internal Revenue Service since it utilizes precise language of Form 5305-A, currently provided by the Internal Revenue Service, plus additional language permitted by such form. The Internal Revenue Service approval is a determination only as to the form of the account, and does not represent a determination of the merits of the account.

The provisions of the Roth IRA Custodial Account Agreement and this Disclosure Statement shall be construed and interpreted under the laws of the State of Arizona.

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### **14. No Tax Advice**

This Disclosure Statement together with the Custodial Agreement should answer most questions concerning the IRA. However, the fact that IRA state tax laws vary should be noted by you. If you have additional questions regarding IRAs, you should consult your tax advisor or attorney. Also, you may obtain additional information regarding IRAs from any District Office of the IRS. See in particular IRS Publication 590A and 590B (Individual Retirement Arrangements). Directed Trust Company does not render tax or legal advice.

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### **15. Uninvested Cash**

Directed Trust Company will deposit all undirected and uninvested cash from any source, including but not limited to contributions, transfers, proceeds from asset sales and income and distributions from assets held in the custodial account. Uninvested Cash shall be deposited with banks and will be insured by the FDIC up to the federal deposit insurance limits (currently \$250,000 per account holder) and any excess amount will not be insured by the FDIC.

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### **16. Fee Disclosure, Referral Fees, Fund Custodian**

In connection with the IRA, you agree to pay the fees set forth on the accompanying Fee Schedule. The services and fees on the Fee Schedule can be changed or additional fees added from time to time without notice to you.

The Custodian may pay a referral fee, one time or recurring, to brokers, financial institutions, investment sponsors, and other entities or individuals, which/who referred you/your Account to the Custodian.

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### **17. Privacy Disclosure**

The mission of the Custodian is to meet the desires of our customers. As a financial services professional entrusted with sensitive information, the Custodian respects the privacy of customers and is committed to treating customer information responsibly. The applicable Customer Information Privacy Principles serve as standards for all employees for the collection, use, retention, and security of individual customer information.

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### **18. Information the Custodian Collects About You**

The Custodian collects nonpublic information about you from the following sources:

- Information the Custodian receives from you on applications and other forms,
- Information about your transactions with the Custodian, our affiliates, or others.

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### 19. No Disclosures Outside of Exceptions

The Custodian does not reveal specific information about your IRA or other personally identifiable data to outside parties for their independent use unless:

1) the information is provided to help complete a transaction initiated by you; 2) the information is provided to a reputable credit bureau or similar information reporting agency; 3) the information goes to, agents, vendors, and service suppliers in connection with the services they supply to the IRA; 4) you request or authorize disclosure; and 5) the disclosure otherwise is lawfully permitted or required. The Custodian does not provide account or personal information to outside companies for the purpose of independent telemarketing or direct mail marketing of any non-financial products or services of those companies.

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### 20. Confidentiality and Security

The Custodian restricts access to nonpublic personal information about you and the Custodial Account to those employees, vendors and agents who need to know that information to provide products or services to the IRA. Custodian maintains physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

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### 21. Important Information about Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an Account, you will be asked for your name, address, date of birth, and other information that will allow the Custodian to identify you.

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### Acknowledgment

By signing the Roth IRA Application document, you acknowledge the opening of the account and agree to be bound by the terms of the Roth IRA Custodial Account Agreement including this Disclosure Statement. You agree to read and abide by this Roth IRA Custodial Account Agreement, including this Disclosure Statement, and the Privacy Policy included herein. Although not a part of the Application process, you authorize the Custodian to make inquiries from any consumer reporting agency or other personal information agency or service, including a check protection service, in connection with this Account, if deemed necessary at a future time.



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**Account Owner Signature**

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**Date (required)**

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### INVESTMENTS: NOT FDIC INSURED - NO GUARANTEE - MAY LOSE VALUE

<b>Secure File Upload:</b> www.directedira.com/secureupload	<b>Email Forms to:</b> <a href="mailto:Crypto@directedira.com">Crypto@directedira.com</a>	<b>Send Mail to:</b> 3033 N. Central Ave. Ste. 400 Phoenix, AZ 85012	<b>Phone:</b> (602) 899-9396 <b>Fax:</b> (602) 899-9641
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Directed IRA is a tradename of Directed Trust Company, an Arizona Corporation

## Privacy Notice - What We Do with Your Information

### Purpose of this Notice

Financial Companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal Law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

### What do we Collect?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- Account transactions and payment history
- Assets and investment experience

When you are no longer our customer, we continue to share your information as described in this notice.

### How do we Share Your Information?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Directed Trust Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share this?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We Don't Share
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	No	We Don't Share
For our affiliates to market to you	Yes	Yes <input type="checkbox"/> Opt out- Do not share my information
For non-affiliates to market to you	No	We Don't Share



## Privacy Notice – Continued

<i>How does Directed Trust Company protect my personal information?</i>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<i>How does Directed Trust Company collect my personal information?</i>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>• Open an account or deposit money</li> <li>• Provide account information or give us your contact information</li> <li>• Direct us to buy or sell securities</li> <li>• Use your credit or debit card</li> </ul>
<i>Why can't I limit all sharing?</i>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes — information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.
<i>What happens when I limit sharing for an account I hold jointly with someone else?</i>	Your choice will apply to everyone on your account, unless you tell us otherwise.

### Questions?

- Call (602) 899-9396 or visit our website [www.directedira.com](http://www.directedira.com)

### Want to limit our Sharing?

- Contact us – Speak to one of our representatives today by calling (602) 899-9396

### Definitions

<i>Non-affiliates</i>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• Neither Directed Trust Company nor its affiliates, (if applicable) share your information with non-affiliates for marketing purposes.</li> </ul>
<i>Joint Marketing</i>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• Directed Trust Company does not participate in joint marketing with non-affiliates.</li> </ul>

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## CRYPTO IRA by Directed IRA - Account Agreement/Authorization & Fees

### IMPORTANT INFORMATION

This form and fee schedule should only be used as part of an account that is for Crypto trading and holding. The Gemini trading fees, and optional offline custody/storage fees (if applicable) will be assessed at your Gemini Trust Company, LLC ("Gemini") trading account that is owned by and linked to your Directed Trust Company account. Your annual account fee and Directed trading fee of 1% will be charged to your credit/debit card on file with Directed or deducted from your account based on your selection in your account application. If your card on file declines or is invalid, Directed is hereby authorized to deduct fees dues from cash available in your Directed account or from your linked Gemini trading account.

### INVESTMENT AUTHORIZATION

I hereby authorize and instruct Directed Trust Company to establish a cryptocurrency trading account at Gemini Trust Company, LLC, and to fund it from my Directed Trust Company account in the following amount.

**Specific Dollar Amount of \$** \_\_\_\_\_

I authorize Directed Trust Company to send the dollar amount listed above to my Gemini Trading Account. If the listed amount exceeds my contribution, rollover, and/or transfer of funds, Directed IRA will send the maximum available. If the amount listed is less than what is available, I understand that a cash balance will remain uninvested within the Crypto Roth IRA.

**All Available Cash**

If you've selected your fees to be deducted from the cash balance, we will send all available cash minus account fees.

Standard processing times to fund your Crypto trading account at Gemini from your Directed Trust Company account is **3 business days** upon receipt and clearing of transferred, rollover, or new contribution funds by Directed Trust Company.

#### Optional Expedited Processing Fees to Fund Gemini Crypto Trading Account

Next Day Service (must be received by 4 pm MST to be processed the following business day) \_\_\_\_\_ **\$150**

Same Day Service (must be received by 10 am MST to be processed the same day) \_\_\_\_\_ **\$250**

### CRYPTO IRA FEE SCHEDULE

Your account fees for your Crypto IRA by Directed IRA consists of an Annual account fee of \$295 and a 1% trading fee to buy or sell crypto in your trading account. These fees will be charged to your credit card on file or deducted from account based on your selection in the account application. Storage of cryptocurrency private keys is included at no cost on the Gemini exchange. Optional, off-line cold storage with Gemini is an annual fee of 1%.

**ANNUAL ACCOUNT FEE** \_\_\_\_\_ **\$295**

*\*\*No Minimum Cash Balance Requirement \*\**

### CRYPTO IRA FEE SCHEDULE

Trading is conducted at your linked Gemini Trading account. Directed's trade transaction fee is 1% per trade. Trading accounts are eligible for Gemini's current ActiveTrader fee schedule which charges between 25-35 basis points (0.25% to 0.35%) per trade. For example, a \$1,000 trade made using continuous trading under Gemini's current ActiveTrader fee schedule would be \$2.50 (min.) or \$3.50 (max.). Using mobile or standard trade interfaces with Gemini will result in higher fees per trade. The Gemini account fee schedules are subject to change by Gemini.

**Trading Transaction Fee** \_\_\_\_\_ **1% per trade fee**

Charged to card on file at Directed. If deduct from account has been selected, we will first deduct from cash in your Directed accounts available cash, second from US dollars available in your linked Gemini account, and third from the last purchased Crypto in your Gemini account.

**Gemini Trading Fee** \_\_\_\_\_ **0.25% Min to 0.35% Max**

Accounts are subject to Gemini's fees. This is the current pricing when using the active trader interface with Gemini.

## CRYPTO PRIVATE KEYS STORAGE/CUSTODY FEES

The private keys associated with your account's cryptocurrency is not held or stored by Directed. Private keys are held in your Gemini account and you agree to hold such keys there subject to fees assessed from your account with Gemini. It is generally recommended but not required that you store your crypto private keys using cold storage.

<b>Storage on Gemini Exchange Trading Account</b> _____	<b>Included, no fee</b>
<b>Optional Off-Line Cold Storage with Gemini Fee</b> _____	<b>1% annual fee</b> (charged monthly)
<b>Administrative Withdrawal Fee</b> (move from custody/cold storage to exchange to trade) _____	<b>\$125</b>

## PROCESSING FEES

The processing fee applies when you send cash from your Directed IRA account to your Gemini trading account. There is no fee to return cash from your Gemini trading account to your Directed IRA account.

<b>One-time Asset Processing Fee (for initial funding of your Gemini Trading Account)</b> _____	<b>\$50</b>
<b>Additional Funding Request</b> _____	<b>\$25</b>

## TRANSACTION FEES

Domestic Wire Out _____	\$35	Recurring Payment* _____	\$10
International Wire Out _____	\$50	Cash Distribution* _____	\$25
Cash Transfer Out/Internal Transfer* _____	\$25	In-Kind Transfer _____	\$200

*\*Includes Check/ACH fee. If a Wire is sent, additional fee will apply.  
Directed Trust Company does not charge for incoming ACH or Wire transfers.*

## MAIL FEES

Priority Mail _____	<b>\$15</b>
Overnight Mail _____	<b>\$35</b>
International Mail _____	<b>\$50</b>

## OTHER FEES

Account Research _____	\$100/hr	Late Payment Penalty <sup>3</sup> _____	\$35
Medallion Stamp _____	\$25	Roth Conversion Fee _____	\$95
Processing for Returned Wire _____	\$35	Distressed Asset Maint. Fee <sup>1</sup> _____	\$100/yr
Processing for Stop Payment of Check Sent Out _____	\$35	IRS Form Facilitation/Preparation Fee _____	\$100/yr
Returned (NSF) Check _____	\$25	Legal Action Fee <sup>2</sup> _____	\$150/hr
Paper Statements _____	\$20/yr	Account Termination _____	\$200

*Directed Trust Company does not charge for incoming ACH or Wire transfers*

1 Asset subject to dissolution, bankruptcy, receivership, or alternative disposition or status. 2 Relating to production of documents related to subpoena or legal action. 3 For failure to pay any outstanding invoice by provided deadline. Uninvested Cash shall be deposited by Directed IRA with FDIC insured banks and will be insured up to the federal deposit insurance limits (currently \$250,000, per account holder) and any excess amount will not be insured by the FDIC. Directed IRA reserves the right to effect changes to this Fee Schedule. Fees will continue to accrue and be payable even if the Account contains no assets from which Directed IRA can collect amounts owed by the Account Owner. The Account Owner is responsible for reporting any inaccuracy of all assessed account fees and must report any inaccuracies to Directed IRA's Client Services within 45 days of the Fee Statement date. If the credit card on file is not valid, Directed IRA may collect the fee from the dollars (fiat) or crypto assets (at value at time of collection) from the Gemini Crypto trading account.

## ACKNOWLEDGEMENT & SIGNATURE

I hereby agree to the foregoing and authorize Directed Trust Company to establish and fund a crypto trading account with Gemini Trust Company, LLC. I also understand that I am responsible, and Directed Trust Company and its related entities are NOT responsible, for determining the suitability, nature, value, risk, safety and merits of the investment that I am making.

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 Directed Trust Company (Tradename, Directed IRA), 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.

By signing below, I direct and authorize Directed Trust Company, in its passive capacity, to establish and fund a crypto trading account with Gemini and hereby release, indemnify, and agree to hold harmless and defend Directed Trust Company and its related entities in the event that this transaction violates any federal or state law or regulation, results in litigation, or otherwise results in disqualification, penalty, fine, or tax imposed upon me, my account, or Directed Trust Company. I specifically release and agree to hold Directed Trust Company harmless for any acts of Gemini Trust Company, LLC, including any claims relating to storage of my cryptocurrency private keys and agree to their services and terms. I agree to store my cryptocurrency private keys in accordance with Gemini Trust Company, LLC policies and understand that there is risk of loss or compromise of my cryptocurrency private keys stored with Gemini Trust Company, LLC, and waive claims, responsibility, or liability to Directed Trust Company. I agree that Directed Trust Company's does not have responsibility to store, recommend, or otherwise advise me with respect to storage of private keys that are on Gemini Trust Company, LLCs exchange or off-line cold storage.

I further represent, understand, and agree to the following:

- The investment is not FDIC insured.
- The investment is not a deposit or other obligation of or guaranteed by Directed Trust Company.
- The investment is subject to risk, including possible loss of principal invested.
- I understand that Directed Trust Company does NOT ensure the investments made by my retirement account.
- Directed Trust Company and its agents have NOT selected nor recommended any investment for me;
- I will have full trading access, responsibility, and authority on this account.
- If I have chosen to have my fees changed to card on file, I agree to have my fees due to Directed to be charged to my credit or debit card on file (annual account fee, processing fee, 1% trading fee, and other fees on the fee schedule). If my card is invalid, expired, or otherwise declines, I understand and agree that Directed will withdraw such fees from my cash available in my Directed account first and if funds are not available there then from my Gemini trading account in U.S. dollars first or Crypto (US dollar value) second for the amount due.
- If I have chosen to have my fees deducted from account, I authorize Directed to first deduct from cash available in my Directed account's cash, second from U.S. dollars available in my account's Gemini trading account, and third from the last purchased Crypto in my accounts Gemini trading account.
- Directed Trust Company, as custodian of my Directed account that will own the Gemini trading account, will have access to my Gemini account but does not have authority herein to make investment decisions. You, the account owner will make the trades and investment decisions with your own log-in to the Gemini trading account.
- The account will be owned entirely by my IRA or other account at Directed Trust Company and all funding (new contributions, transfers, rollovers) to the Gemini trading account must occur from my account at Directed Trust Company. All account contributions, distributions, rollovers, or transfers must be directed and processed through my Directed Trust Company IRA or other account. I cannot make contributions or process rollovers or transfers from my Gemini trading account.
- I will not be able to withdraw crypto or fiat currency (U.S. dollars) directly from my Gemini trading account. If I would like to make a distribution the crypto will need to be sold to U.S. dollars at Gemini and then the U.S. dollars will be returned to your Directed Trust Company account where you can take a distribution or transfer funds to another custodian.



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**Account Owner Signature**

**Date** (required)

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