

Hold Your Own Keys IRA Trust Terms of Service

Client engages Safeguard Advisors, LLC (Safeguard) to implement a Hold Your Own Keys IRA Trust (Plan) for use with their Kingdom Trust Co, IRA and agrees to the following terms of service:

SERVICES: As a self-directed IRA facilitator, Safeguard agrees to perform the following services necessary to implement and support the Plan established per this agreement:

- Provision of complete and compliant Trust documents reflecting the Kingdom Trust Co. held IRA as Trust grantor, with IRA account holder as Trustee
- Tax ID for trust
- Web based support for trust-specific concerns, provided via knowledge base and email.

LIMITATION OF USE: The Hold Your Own Keys IRA Trust is designed exclusively for the purposes of making investments in cryptocurrency assets under the umbrella of the IRA. No other form of investment may be conducted via the Plan.

EXCLUSIVE CUSTODIAN: An IRA held by The Kingdom Trust Co. shall be the grantor of the trust. Transfer of the trust to an alternate custodian/trustee voids this agreement and terminates any rights client may hold under this agreement, including access to support from Safeguard.

LIMITATION OF SCOPE: Safeguard is a retirement plan facilitator, document creation, and do-it-yourself document service. Safeguard is not acting as trustee, administrator, or fiduciary to Client's Plan. Safeguard services do not include the provision of tax, legal, or investment advice. Safeguard does not perform tax return preparation or other tax filings. Safeguard does not provide representation of client in any proceedings before any state or federal court, agency, or board.

CLIENT RESPONSIBILITY: Because this is a "self-directed" investment strategy, Client acknowledges and agrees to maintain Plan investments and administration within all applicable IRS regulations and will hold Safeguard harmless for decisions and actions taken by Client.

CLIENT REPRESENTATIONS: Client represents that he or she has provided, and that Safeguard may rely on, complete and accurate information regarding the formation of the Plan.

CLIENT ACKNOWLEDGEMENT OF ADMINISTRATIVE RESPONSIBILITY: Client understands that the operation of a Self-Directed IRA Plan comes with administrative responsibilities. Client acknowledges such responsibility for plan administration, including but not limited to:

- Retaining Plan records
- Providing a year-end statement of fair market value of the Trust to The Kingdom Trust Co. annually or as required
- Maintaining active account status with The Kingdom Trust Co. through payment of annual IRA account fees as outlined in the client agreement with The Kingdom Trust Co.
- Preparation of IRS form 990-T should the IRA engage in transactions that create Unrelated Business Taxable Income (UBTI) or Unrelated Debt-Financed Income (UDFI)
- Providing notification to The Kingdom Trust Co, and any relevant Plan vendors of changes to the email or physical address associated with the Plan

DISCLAIMER: The services provided by Safeguard are provided on an "as is" and "as available" basis. To the fullest extent permitted under applicable law, Safeguard expressly disclaims all warranties of any

Personal Crypto Trust Terms of Service

kind with respect to the Hold Your Own Keys IRA Trust and services provided hereunder, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Safeguard does not guaranty the accuracy, timeliness, completeness, or usefulness of any content or any services provided. You agree to use the content and services provided by Safeguard only at your own risk. Safeguard will not be responsible for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, revenue, income, goodwill, use, data or other intangible loss resulting from the use of content or services provided by Safeguard. You agree not to bring any action, regardless of form, arising out of the services under this agreement, more than one year after the date of the last service provided under this agreement.

30-DAY TERMINATION: Within 30 calendar days from execution of this agreement, Client may elect to terminate this agreement and receive a refund less a \$100 processing fee. If Plan documents have been delivered, physical documents shall be returned to Safeguard prior to any refund. Any request for refund must be submitted in writing. After said 30 days, no refund shall be available.

DISPUTE: Any dispute related to services provided shall be settled by arbitration in Boulder County, Colorado according to the rules of the American Arbitration Association. Arbitration is final and binding on the parties. The parties are waiving their right to seek remedies in court, including the right to a jury trial.

APPLICABLE LAW: The laws and jurisdiction of the state of Colorado shall govern any and all matters of dispute between Safeguard and Client.

CLIENT PRIVACY: Safeguard agrees to protect and not disclose to third parties not directly associated with the services rendered under this agreement any personal or private information. However, this clause does not pertain to government agencies or law enforcement agencies.

UPDATES: Safeguard may at any time revise these Terms of Service by updating this document. You agree to be bound by subsequent revisions and agree to review these Terms of Service periodically for changes. The most updated version of this document will be available for your review on the Safeguard website.

DIGITAL COMMUNICATIONS: Client agrees to transact business using electronic communications and to receive notices and disclosures via electronic means.

MISCELLANEOUS: This document sets forth the entire agreement between the parties. This Agreement shall be binding upon all successors and assigns of the parties hereto. This Agreement is severable, and if any provision herein shall be deemed invalid, all other valid provisions shall remain in force.

Safeguard Advisors, LLC
www.ira123.com/crypto

Processing Office:
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