

## Safeguard Advisors Checkbook IRA LLC Terms of Service

Client engages Solera Plan Services, LLC dba Safeguard Advisors (Safeguard) to implement a Self-Directed IRA LLC Plan (Plan) and agrees to the following terms of service:

**CONSULTING SERVICES:** Safeguard agrees to perform the following services necessary to implement and support the Plan established per this agreement:

- Registration of the LLC in the state of choice
- Provision of complete and compliant LLC documents reflecting the IRA as LLC Member
- Assistance with the establishment of an IRA account with the IRA custodian and rollover of existing retirement plan funds into that IRA
- Facilitation of investment transaction to have IRA fund the LLC
- Future consulting guidance with respect to general plan administrative requirements
- Future consulting guidance with respect to IRS rules surrounding disqualified persons, prohibited transactions, and potential tax exposure stemming from Unrelated Debt-Financed Income (UDFI) or Unrelated Business Taxable Income (UBTI)

**LIMITATION OF SCOPE:** 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
- Maintaining the LLC in good standing with the state of registration as required by state law. This may include annual or bi-annual filings, fees, or franchise taxes.
- Maintaining an in-state registered agent for the LLC and updating the state with new agent information should the agent or agent address change.
- Providing a year-end statement of fair market value of the LLC to the IRA custodian annually or as required
- 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 Safeguard Advisors, IRA custodian, and any relevant Plan vendors of changes to the email or physical address associated with the Plan

**LIMIT OF LIABILITY:** It is agreed that Safeguard's responsibility for damages, or claims of damage, regardless of the form of action, shall not exceed the total amount paid for the services invoiced. This shall be the exclusive remedy. Either party may bring no 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 \$300 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.

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**SAFEGUARD FEES:** A one-time relationship fee as invoiced applies. This relationship fee covers the initial plan setup and ongoing consulting support from Safeguard Advisors.

**SOLERA NATIONAL BANK FEES:** The setup and first year administration fees associated with the Solera National Bank IRA are included in the Safeguard relationship fee. An annual fee of \$199 applies for future account administration and reporting on your Solera IRA account. This fee is collected by Safeguard Advisors on an annual subscription basis under a revenue sharing arrangement between Safeguard Advisors and Solera National Bank. Solera National Bank has separate fees that apply to certain transactions such as IRA distributions or Roth conversion events. Such fees are outlined in Solera National Bank account disclosures. Annual IRA account and transaction fees may change over time at the discretion of Solera National Bank.

**DISPUTE:** Any dispute related to services provided shall be settled by arbitration in Jefferson 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.

**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.