

## Solera Plan Services IRA Trust Terms of Service

The individual executing this Agreement ("client") engages Solera Plan Services, LLC ("SPS") to implement a Self-Directed IRA Trust Plan ("plan"). Client hereby agrees to the following Terms of Service:

**FORMATION SERVICES:** SPS agrees to perform the following services necessary to produce client's plan:

- Provision of complete and compliant Trust documents reflecting the IRA as the Trust grantor.
- Filing of Tax IDs (EINs) for the Trust and the IRA with the IRS.
- Assistance with the establishment of IRA and Trust bank accounts with Solera National Bank.

**SUPPORT SERVICES:** SPS agrees to perform the following services necessary to support client's plan for the term of this Agreement:

- Provide consulting guidance with respect to general plan administrative requirements and plan operations.
- Assist with actions that require coordination between client and the IRA account custodian Solera National Bank.
- Provide 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:** Client acknowledges that SPS is a self-directed retirement plan document provider and does not provide investment, legal, or tax advice. SPS does not perform tax return preparation or other tax filings. SPS does not provide representation of client in any proceedings before any state or federal court, agency, or board. Should the client require investment, legal, or tax advice, it is the client's responsibility to obtain such services independently.

**TERMINATION PRIOR TO FUNDING:** Within the lesser of 30 calendar days from execution of this agreement or the date the IRA is funded, Client may elect to terminate this agreement and receive a refund less a \$150 processing fee. Any request for refund must be submitted in writing. After said 30 days, no refund shall be available.

**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 SPS harmless for decisions and actions taken by client.

**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 IRA custodian (Solera National Bank) annually or as required.
- Preparation of IRS form 990-T should the plan engage in transactions that create Unrelated Business Taxable Income (UBTI) or Unrelated Debt-Financed Income (UDFI).
- Providing notification to Solera Plan Services, Solera National Bank, and any plan vendors of changes to the email or physical address associated with the plan.

**LIMIT OF LIABILITY:** It is agreed that SPS'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.

**SOLERA PLAN SERVICES FEES:** A monthly service fee of \$5.00 applies. The service fee may be paid with personal funds or funds from the plan entity. SPS reserves the right to change fees in the future, and will provide a minimum 30-day notice by email before any such change.

**SUBSCRIPTION BILLING AND AUTO-RENEWAL:** CLIENT's subscription to SPS services includes enrollment into an ongoing and recurring payment plan. The subscription will automatically renew monthly on the anniversary date of this Agreement until canceled per the terms outlined below. Payment will be charged to the payment method originally provided by the client when establishing the service. Client will have the option to change the payment method in the future.

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**TERM:** This agreement shall remain in effect so long as applicable fees are paid by the client to SPS. Client may terminate the service at any time by executing a transfer or rollover of the full value of the plan to an alternate retirement plan administrator or custodian, or by requesting a full distribution of the plan to themselves. Upon account closure, monthly billing will be stopped prior to the scheduled renewal date in the next calendar month.

**TERMINATION FOR NON-PAYMENT:** SPS reserves the right to terminate this Agreement in the event that monthly fees are not paid 120 days after the billing date. In the event of such termination, SPS will refer client's account to the IRA custodian Solera National Bank as delinquent. Solera National Bank may elect to resign as custodian for delinquent accounts according to the terms of your separate IRA account disclosures. Resigned accounts will be distributed to the IRA account holder at the last reported valuation and mailed to the last known address of the client. In the event of non-payment of fees, SPS will make reasonable attempts to contact the client and remedy the situation before electing to terminate services under this Agreement.

**TERMINATION FEE:** There is no fee payable to SPS associated with termination of this Agreement.

**IRA ACCOUNT CLOSURE FEES:** Solera National Bank has an IRA account closure fee of \$150. Outbound wire fees or asset re-registration fees may apply to facilitate the movement of cash or assets out of the account associated with a plan termination event. Such fees shall apply as outlined on the currently published Solera National Bank fee schedule at the time of plan termination. The Solera National Bank account closure fee does not apply in cases where the client is electing *Termination Prior to Funding* as described above.

**DISPUTE:** Any dispute related to services provided under this Agreement 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 SPS and client.

**CLIENT PRIVACY:** SPS 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.