Solera Plan Services. LLC, dba Safeguard Advisors
Terms of Service

Client engages Solera Plan Services. LLC, dba Safeguard Advisors ("**Safeguard**") to provide the documentation services set forth below with respect to the Client's Self-Directed IRA LLC ("**LLC**", with Safeguard, the "**Parties**") and agrees and acknowledges the following:

Documentation Services.   Safeguard shall assist the Client by providing the following ("**Document Services**"):

- Register the Self-Directed IRA LLC by filing the Articles of Organization of the LLC in the State of Colorado and list the Registered Agent as requested by the client.
- Provide a form of LLC Operating Agreement for the Client to discuss with the IRA custodian and the Client's accountants, lawyers, and professional advisors as this is a legal document that should he reviewed/confirmed by a legal and/or accounting professional.
- Provide the documents necessary to establish an IRA checking account with Solera National Bank at the direction of the IRA custodian and Client.
- Provide educational materials regarding Self Directed IRA LLC for the Client to discuss with the IRA custodian and the Client's accountants, lawyers, and professional advisors.

SAFEGUARD FEES: A one-time document fee, as invoiced, for Document Services.

CLIENT REPRESENTATIONS REGARDING INFORMATION: Client represents and warrants that Client has provided current, correct, and complete information with respect to the information provided to Solera to assist Solera in registering the Articles of Organization.

CLIENT ACKNOWLEDGEMENT OF ADMINISTRATIVE RESPONSIBILITY: Client understands that the operation of a Self-Directed IRA, LLC is the sole and absolute responsivity of Client and will require, without limitation, the following:

- Retaining and maintaining LLC 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.
- Filing and maintaining records as required by any federal, state, or local organization, including, without limitation, as required, the Financial Crimes Enforcement Network.
- Providing a year-end statement of the fair market value of the LLC to the IRA custodian annually or as required for the preparation of IRS form 990-T should the IRA engage in transactions that create certain types of income, including, without limitation, Unrelated Business Taxable Income or Unrelated Debt-Financed Income.
- Providing notification to Safeguard Advisors, the IRA custodian, and any third party of changes to the email or physical address associated with the LLC.

LIMITATION OF SCOPE: SAFEGUARD IS AND DOES NOT ACT AS TRUSTEE, ADMINISTRATOR, ACCOUNTANT, LAWYER, OR AS ANY OTHER FORM OF FIDUCIARY WITH RESPECT TO CLIENT'S SELF-DIRECTED IRA OR DOCUMENTS PROVIDED BY SAFEGUARD. CLIENT IS HEREBY ADVISED TO REVIEW ALL DOCUMENTS PROVIDED BY SAFEGUARD WITH CLIENT'S TAX, LEGAL, OR INVESTMENT ADVICE. FOR CLARITY, (I) SAFEGUARD DOES NOT PERFORM TAX RETURN PREPARATION OR OTHER TAX FILINGS SERVIES, (II) ANY STATE (OTHER THAN REGISTERING THE LLC WITH THE STATE OF COLORADO) OR FEDERAL FILINGS, AND (III) SAFEGUARD DOES NOT PROVIDE REPRESENTATION OF CLIENT IN ANY PROCEEDINGS BEFORE ANY STATE OR FEDERAL COURT, AGENCY, OR ADMINISTRATIVE BOARD.

CLIENT ACKNOWLEDGEMENT AND INDEMNIFICATION: Client acknowledges, with respect to its LLC, to maintain and satisfy all investments and administration IRS regulations. Client hereby agrees to indemnify, defend, and hold Safeguard harmless for decisions and actions taken by Client with respect to, relating to, and/or arising from (i) the LLC, (ii) the checking account held at the applicable banking institution, and (iii) any matters related thereto or arising therefrom.

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 Document Services invoiced, Further, in no instance shall such damages or claims of damages include incidental, indirect, or consequential damages or claims of damage and they shall not include lost profit or diminution of value damages or claims of damage. Such damages, as limited above, shall be Client's sole and exclusive remedy. Any and all claims and causes of action for damages shall expire one year after the date the LLC was organized into existence.

VENUE: 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. 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 disputes between Safeguard and Client.

CLIENT PRIVACY: Subject to law, a court order, or Client consent, Safeguard agrees not to disclose Client information associated with the Document Services. However, this clause does not pertain to government or law enforcement agencies.

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

MISCELLANEOUS: This document sets forth the entire Terms of Service between the Parties concerning the Document Services. These Terms of Service shall be binding upon all successors and assigns of the Parties. The Terms of Service are severable, and if any provision herein shall be deemed invalid, all other valid provisions shall remain in force.

3rd Party Authorization

Client hereby authorizes Safeguard to: (i) file the Articles of Organization of the LLC in Colorado based on the information Client provided to Safeguard; and (ii) file the Form SS-4 that Client executed, naming Safeguard as the third-party designee, on Client's behalf so Safeguard can apply for and receive an EIN from the IRS.