# Asset Trust Inc.

## CLIENT RESPONSIBILITY FORM

*Self-Directed Disclosure & Acknowledgment —*

> Important Notice — Read Carefully Before Signing. This form contains important disclosures about your duties and responsibilities with regard to opening a Self-Directed Individual Retirement Account with Asset Trust, Inc. as your custodian. You are responsible for the investment of all assets within your account. These investments may involve a high degree of risk. Asset Trust, Inc. will make no investigation or conduct due diligence reviews as to the viability or safety of the investments you select. You should seek the advice of legal counsel and other professional advisors with respect to your investments. Read this entire form carefully before you complete and sign it. By signing this form you consent to all terms and provisions contained herein.

## PART 1. ACCOUNT OWNER INFORMATION

First Name: _____ M.I.: _____ Last Name: _____ Suffix: _____

Social Security Number: ___-__-____ Date of Birth: __/__/____ Account Number: _____

Address — Street, Apt/Unit, City, State, ZIP: _____

Primary Phone: _____ Email Address: _____

## PART 2. DISCLOSURE & ACKNOWLEDGMENT

By this document and a Traditional / Roth / SIMPLE / SEP / Inherited IRA plan agreement, I am naming Asset Trust, Inc. as custodian for my Self-Directed Account. In directing this action, I hereby make the following certifications in accordance with the Asset Trust, Inc. Custodial Account Agreement:

**1.** I understand the requirements put forth by the IRS to establish an Account and certify that I am eligible to establish a Traditional / Roth / SIMPLE / SEP / Inherited IRA account. Furthermore, I understand that it is not the responsibility of Asset Trust, Inc. to advise me as to the deductibility or non-deductibility of any contributions to my account. The reporting of my contributions and how they are handled are completely my responsibility.

**2.** I understand that my Account is self-directed. This means that I am responsible for the selection, management, and retention of all investments held within my Account. I understand that Asset Trust, Inc. is in no way responsible for providing investment advice or recommendations, and that Asset Trust, Inc. is not a 'fiduciary' for my Account as such term is defined in the Internal Revenue Code ('IRC'), ERISA, the Financial Institutions Division of the State of New Mexico, Black's Legal Dictionary, or any other applicable federal, state, or local laws.

**3.** I understand that it is my sole responsibility to manage the investments held within my Account, and that Asset Trust, Inc. has no responsibility to question any investment directions given by me or my Designated Representative (if I have appointed one), regardless of the nature of the investment. I understand that Asset Trust, Inc. is in no way responsible for monitoring the performance of investments held within my Account. I understand that Asset Trust, Inc. will not conduct a due diligence review of any investment, nor will Asset Trust, Inc. make any investigations with regard to any investment, any issuer or sponsor of any investment, or any officer, director, or other person or entity involved with or affiliated with my investments. I understand that Asset Trust, Inc. will not review the prudence, viability, or merits of any of my investments.

**4.** I understand that if my Designated Representative or any other financial representative suggested that I retain Asset Trust, Inc.'s services as custodian for investments made through my Account, such person is not in any way an agent, employee, representative, or affiliate of Asset Trust, Inc. I acknowledge that Asset Trust, Inc. is not responsible for and is not bound by any representations, warranties, statements, or agreements made by my Designated Representative or any financial representative beyond the terms and provisions contained in the Asset Trust, Inc. Custodial Account Agreement and other Asset Trust, Inc. forms and documents. I further understand that Asset Trust, Inc. has not made and will not make any recommendation or investigation with respect to my Designated Representative or any financial

representative, nor does Asset Trust, Inc. compensate my Designated Representative or financial representative in any manner.

**5.** I understand that Asset Trust, Inc. does not make any determination as to whether an investment is acceptable under ERISA, the IRC, or any other applicable federal, state, or local laws, including securities laws. I acknowledge that it is my responsibility to review any investments to ensure compliance with the above requirements and to avoid the occurrence of any prohibited transactions in my Account. I understand that I should have all investments reviewed by my attorney and/or tax advisor prior to directing Asset Trust, Inc. to process any transaction on behalf of my account.

**6.** I understand that certain transactions are prohibited for tax-exempt retirement arrangements under IRC Section 4975. I further understand that the determination of whether the transactions directed by me within my account are prohibited transactions depends on the facts and circumstances surrounding each transaction, and that Asset Trust, Inc. makes no determination as to whether any transaction directed by me is a prohibited transaction. I understand that it is solely my responsibility to consult with advisors as I deem necessary and appropriate, and I will warrant to Asset Trust, Inc. that the investments I direct are not prohibited transactions as defined in IRC Section 4975. I understand that I may not invest with a 'disqualified person' as defined in IRC Section 4975. I understand that should my Account engage in a prohibited transaction, a taxable distribution equal to the fair market value of my Account may result, and certain penalties may be incurred. I further understand that if such a deemed distribution takes place prior to my attaining age 59½, an additional premature distribution excise tax may be imposed.

**7.** I understand that I cannot make investments without having the liquid funds in my Account. In addition, if any investment contains provisions for future contractual payments or assessments, I acknowledge that such payments or assessments shall be borne solely by my Account to the extent authorized by me or my Designated Representative, and may reduce or exhaust the value of my Account. I agree to indemnify, defend, and hold harmless Asset Trust, Inc., and its officers, directors, employees, and agents, from and against any and all claims, losses, damages, liabilities, penalties, and expenses (including reasonable attorneys' fees) arising out of or relating to my investment directions, the assets held in my Account, any breach by me of this Form or any other agreement with Asset Trust, Inc., any prohibited transaction under IRC §4975 resulting from my direction, or any act or omission of my Designated Representative — as further set forth in Article IX(e) of the Custodial Account Agreement, which is incorporated into this Form by reference — except to the extent such claims, losses, or damages result directly from Asset Trust, Inc.'s own gross negligence or willful misconduct. I understand that Asset Trust, Inc. shall be under no obligation to extend credit to my Account or disburse payment beyond the cash balance of my Account.

**8.** I understand that if the investment contains any administrative requirements or duties beyond Asset Trust, Inc.'s normal and customary services, I agree to seek out suitable agents or counsel necessary to perform such duties and deliver written service agreements acceptable to Asset Trust, Inc. for execution on behalf of my account.

**9.** I understand that Asset Trust, Inc. has no responsibility or duty to take any action to protect or preserve any investment held in my Account, including the duty to maintain insurance coverage, pay taxes or assessments, collect rents or proceeds, or otherwise manage or operate any asset, unless I specifically and individually direct Asset Trust, Inc. to take such action in writing, sufficient funds exist in my Account to cover the cost of such action, and Asset Trust, Inc. has agreed to provide such service.

**10.** I understand that the titling of all assets within my Account must reflect Asset Trust, Inc.'s custodial ownership for my benefit. All assets must be titled: 'Asset Trust, Inc. custodian for [My Full Name] [Account Type].' Failure to title assets correctly may cause delays or adverse tax consequences.

**11.** I understand that Asset Trust, Inc. will not provide any tax or legal advice in connection with my Account or any investment made through my Account. I agree to consult with my own tax and legal advisors regarding the tax treatment of my investments and any transactions within my Account. I accept all responsibility for tax consequences arising from investments and transactions in my Account.

**12.** I understand that I shall not institute legal action on behalf of any investment held in my Account without Asset Trust, Inc.'s prior written consent to litigate, and that I shall prosecute any legal action at my own expense including

payment of attorney's fees and court costs. I agree to indemnify Asset Trust, Inc. for any loss, cost, or expense, including attorney's fees, that it may incur in any collection activity or other action taken in connection with my Account or my investments, consistent with the indemnification set forth in Article IX(e) of the Custodial Account Agreement.

**13.** I understand that should I choose to invest in precious metals, it is my sole responsibility to perform adequate due diligence on the broker I choose and to ensure the investment is acceptable under IRC Section 4975 and applicable IRS rules regarding permissible metals and approved depositories. I understand that Asset Trust, Inc. will not take physical possession of or shipping responsibility for any precious metals purchased through my Account.

**14.** I understand that should I choose to invest in digital assets or cryptocurrency, it is my sole responsibility to perform due diligence on any platform or intermediary used and to ensure the investment complies with applicable IRS and FinCEN guidance. I understand that digital assets involve heightened risks including volatility, cybersecurity risks, and regulatory uncertainty.

**15.** I understand that the value of my Account is determined by the assets held within it, and that Asset Trust, Inc. does not guarantee the accuracy of any valuation provided with respect to hard-to-value or illiquid assets. It is my responsibility to provide Asset Trust, Inc. with the fair market value of all assets in my Account each year as required for IRS Form 5498 reporting. I understand that if I fail to provide a fair market value, Asset Trust, Inc. may report the value as unknown or as the prior year's reported value.

**16.** I understand that my Account may be subject to Unrelated Business Taxable Income (UBTI) under IRC Sections 511–514 if I invest in debt-financed assets or certain other income-producing activities. I accept sole responsibility for identifying UBTI and notifying Asset Trust, Inc. so that an IRS Form 990-T can be filed and UBTI taxes paid from my Account.

**17.** I understand that Asset Trust, Inc. is subject to the Bank Secrecy Act and related anti-money laundering laws, and may be required to report suspicious activity or to obtain and verify information about me and my transactions. I agree to cooperate fully with any such compliance requirements, including providing identity verification documents upon request.

**18.** I have received and reviewed the Asset Trust, Inc. Fee Schedule, the Custodial Account Agreement, and the IRA Disclosure Statement. I agree to be bound by all terms and conditions contained therein. I understand that fees are subject to change upon 30 days' prior written notice.

**19.** I understand that I am solely responsible for promptly reviewing every account statement made available to me, and that I must notify Asset Trust, Inc. in writing of any error or objection within thirty (30) days of the statement date. I understand that if I fail to do so, the statement will be deemed correct and I will have waived any related claim, except in the case of Asset Trust, Inc.'s fraud.

**20.** I understand that Asset Trust, Inc. is a New Mexico-chartered non-depository trust company, and that assets held in my Account — including uninvested cash — are not deposits and are not insured by the FDIC, NCUA, or SIPC, unless and only to the extent such cash is separately held in an insured depository account identified as such.

**21.** I understand that if I appoint a Designated Representative, that person's authority to direct my Account is limited to the scope I specify in writing on the Designated Representative Authorization Form, that Asset Trust, Inc. may rely on that person's instructions until I revoke that authority in writing, and that I remain solely responsible for all actions taken by my Designated Representative on my behalf.

**22.** I acknowledge that Asset Trust, Inc. may rely and act upon any instruction, notice, direction, or document that it reasonably believes in good faith to be genuine and authorized by me or my Designated Representative, without independent verification, and shall have no liability for good-faith reliance on an instruction later found to be unauthorized or fraudulent, provided Asset Trust, Inc. did not have actual knowledge of the defect. I further acknowledge that Asset Trust, Inc.'s total liability to me arising out of my Account is limited as set forth in Article IX(c) of the Custodial Account Agreement, and that Asset Trust, Inc. is not liable for indirect, incidental, consequential, or punitive damages as set forth in Article IX(d) of that Agreement.

## PART 3. ARBITRATION AGREEMENT

I agree that any dispute or controversy arising out of or in connection with my Account, this Client Responsibility Form, the Custodial Account Agreement, or any transaction involving my Account that cannot be resolved through good-faith negotiation shall be settled by binding arbitration administered in Albuquerque, New Mexico, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. I agree to waive any right to participate in a class action lawsuit against Asset Trust, Inc. and will resolve any claims or disputes on an individual basis only. The arbitrator's decision shall be final and binding. This arbitration agreement does not prevent me from reporting potential violations to any regulatory authority.

**Initial:** _____ I have read and separately agree to the Arbitration Agreement above, including the waiver of my right to participate in a class action against Asset Trust, Inc.

## PART 4. ACCOUNT OWNER AUTHORIZATION

By signing below, I certify under penalties of perjury that I have read and understand this entire Client Responsibility Form, that all information I have provided is true and complete, and that I am voluntarily opening a Self-Directed IRA with Asset Trust, Inc. fully understanding the risks, responsibilities, and limitations described above.

Signature of Account Owner: _____ Date: _____ Account Number: _____

## PART 5. IRA CUSTODIAN INFORMATION

**Asset Trust, Inc. • New Mexico-Chartered Non-Bank Trust Company**

Mailing Address: 10600 Menaul Blvd NE, Albuquerque, NM 87112

Phone: (505) 000-0000 | Fax: (505) 000-0001 | Email: newaccounts@assettrust.com

### New Mexico Regulator Complaint Contact

If you have a complaint regarding your Account that Asset Trust, Inc. has not resolved to your satisfaction, you may contact the New Mexico Regulation and Licensing Department, Financial Institutions Division, at 2550 Cerrillos Road, Santa Fe, NM 87505, (505) 476-4885, www.rld.nm.gov/financial-institutions.