Asset Trust Inc.

HOLD HARMLESS AGREEMENT

Form ATI-APP, Rev. 2026 08

PART E — CUSTODIAL AGREEMENT (Based on IRS Form 5305-A / 5305-RA per IRC §§408(a) & 408A)

The Depositor named in this application is establishing an Individual Retirement Account under the Internal Revenue Code to provide for retirement and the support of beneficiaries after death. The account must be created in the United States for the exclusive benefit of the Depositor or the Depositor's beneficiaries. Asset Trust, Inc. ('Custodian') has given the Depositor the Disclosure Statement required by Regulations §1.408-6. The Depositor and the Custodian make the following agreement.

Article I — Contributions

Except in the case of a rollover contribution described in IRC §§402(c), 403(a)(4), 403(b)(8), 408(d)(3), or 457(e)(16); an employer contribution to a simplified employee pension plan as described in IRC §408(k); or a recharacterized contribution as described in IRC §408A(d)(6); the Custodian will accept only cash contributions. For Traditional IRA accounts, contributions may not exceed the annual limit under IRC § 219, as adjusted for cost-of-living increases each year and as published annually by the IRS. For 2026 that limit is $7,500, increased to $8,600 in the aggregate for Depositors who attain age 50 by the end of the year. The Custodian will not accept a contribution exceeding the limit published by the IRS for the year of the contribution, and the dollar figures stated here are illustrative of the 2026 limit only and do not amend the statutory limit for any other year. For Roth IRA accounts, contributions are limited as provided in IRC §408A(c)(2) and are further reduced for higher-income depositors as described in IRC §408A(c)(3). Contributions may not exceed the Depositor's taxable compensation for the year. The combined annual contribution to all Traditional and Roth IRAs owned by the Depositor may not exceed the applicable annual limit.

Article II — Nonforfeitable Interest

The Depositor's interest in the balance in the custodial account is nonforfeitable at all times.

Article III — Prohibited Investments

No part of the custodial account funds may be invested in life insurance contracts. No part of the custodial account funds may be invested in collectibles within the meaning of IRC §408(m), except as otherwise permitted by IRC §408(m)(3), which provides an exception for certain gold, silver, platinum, and palladium coins, coins issued under the laws of any state, and certain bullion meeting applicable purity standards, in each case only if the coins or bullion are held in the physical possession of the Custodian or of a trustee described in IRC § 408(a). The assets of the custodial account may not be commingled with other property except in a common trust fund or common investment fund (within the meaning of IRC §408(a)(5)). From time to time additional restrictions may apply and it is the Depositor’s responsibility to verify whether any investment is prohibited.

Article IV — Required Minimum Distributions

The Depositor's entire interest in the custodial account must be, or begin to be, distributed no later than the Depositor's Required Beginning Date: April 1 following the calendar year in which the Depositor attains the applicable age under IRC § 401(a)(9)(C)(v), as amended by the SECURE 2.0 Act of 2022. The applicable age is 72 for a Depositor born before January 1, 1951; 73 for a Depositor born on or after January 1, 1951 and before January 1, 1960; and 75 for a Depositor born on or after January 1, 1960. By that date, the Depositor may elect to have the balance distributed in a single sum or in periodic payments over a period not longer than the life of the Depositor or the joint lives of the Depositor and the Depositor's designated beneficiary.

If the Depositor dies before the entire interest is distributed, the remaining interest shall be distributed in accordance with IRC § 401(a)(9) as amended by the Setting Every Community Up for Retirement Enhancement Act of 2019 and the SECURE 2.0 Act of 2022, and the regulations thereunder, which are incorporated by reference. Specifically: (a) a designated beneficiary who is not an eligible designated beneficiary must receive the entire remaining interest by December

31 of the calendar year containing the tenth anniversary of the Depositor's death, and must in addition take annual distributions during that ten-year period if the Depositor died on or after the Required Beginning Date; (b) an eligible designated beneficiary as defined in IRC § 401(a)(9)(E)(ii) — a surviving spouse, a minor child of the Depositor until age 21, a disabled or chronically ill individual, or an individual not more than ten years younger than the Depositor — may receive distributions over that beneficiary's life expectancy, with the ten-year rule applying to a minor child beginning at age 21; and (c) where there is no designated beneficiary, the remaining interest must be distributed by December 31 of the calendar year containing the fifth anniversary of the Depositor's death if the Depositor died before the Required Beginning Date, or over the Depositor's remaining life expectancy if the Depositor died on or after the Required Beginning Date. Special rules apply to a surviving spouse as designated beneficiary, including the elections available under IRC § 408(d)(3) and § 401(a)(9)(B)(iv). If the Depositor dies before the entire interest has been distributed and the designated beneficiary is not the Depositor's surviving spouse, no additional contributions may be accepted in the account. ROTH IRA EXCEPTION: Required Minimum Distributions are NOT required from a Roth IRA during the Depositor's lifetime (IRC §408A(c)(5)).

The minimum distribution for any year is the Depositor's account value as of December 31 of the preceding year, divided by the applicable distribution period from the Uniform Lifetime Table under Treasury Regulations §1.401(a)(9)-9, unless the sole designated beneficiary is the Depositor's surviving spouse who is more than 10 years younger, in which case the Joint Life and Last Survivor Table applies.

Article V — Reporting and Recordkeeping

1. The Depositor agrees to provide the Custodian with all information necessary to prepare any reports required under IRC §408(i) and Regulations §§1.408-5 and 1.408-6, including but not limited to the annual fair market value of all assets in the account by the date specified in the Custodian's annual FMV request letter.

2. The Custodian agrees to submit to the Internal Revenue Service and the Depositor the reports prescribed by the IRS, including IRS Forms 5498 (annual fair market value and contributions) and 1099-R (distributions).

3. In the case of IRS Form 5498, the Depositor agrees that the Depositor is responsible for providing to the Custodian an annual report of the fair market value of all assets in the account as of December 31. If the Depositor fails to provide such fair market value information by the Custodian's specified deadline, the Custodian shall report the value as of the prior year's statement or as unknown.

Article VI — Controlling Provisions

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles inconsistent with IRC § 408(a) or § 408A and the related regulations will be invalid.

The Custodian may hold all eligible assets in accounts registered to the Custodian or its nominee as custodian for the Depositor's IRA. The Depositor shall be the beneficial owner of all assets held in the account notwithstanding such registration.

The Depositor shall from time to time direct the Custodian to invest or reinvest funds in the account using a signed, dated Direction of Investment form acceptable to the Custodian. The Custodian shall not be required to invest funds until a proper Direction of Investment has been received, reviewed, and approved.

The Custodian will not give investment advice, will not evaluate the merits of any investment, and will not provide tax advice regarding any investment. The Depositor is encouraged to seek independent professional advice prior to directing any investment.

The Depositor acknowledges that self-directed IRAs involve risks not present in conventional IRAs, including illiquidity, difficulty of valuation, and the risk of prohibited transactions that could disqualify the entire IRA. The Depositor accepts all such risks.

Article VII — Amendment

This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments may be made only with the consent of the persons whose signatures appear on the Application accompanying this Agreement, except that the Custodian may amend the Fee Schedule unilaterally on thirty (30) days' prior written notice as provided in Article VIII(a).

Article VIII — Additional Provisions

The following additional provisions are incorporated into this agreement:

(a) Fees: The Depositor agrees to pay all fees according to Asset Trust's Fee Schedule, as disclosed in Part G of this package and as amended from time to time upon 30 days' written notice. Fees may be deducted from the account balance if not paid separately within 30 days of billing.

(b) Amendments: Amendments are governed by Article VII. The Custodian may amend this Agreement unilaterally on thirty (30) days' prior written notice where the amendment is required to comply with the Internal Revenue Code or related regulations, or where it is limited to the Fee Schedule; any other amendment requires the written consent of the Depositor. If the Depositor objects in writing to a non-required amendment within thirty (30) days, the Depositor may transfer the Account to a successor custodian without penalty.

(c) Governing Law: This agreement is governed by the laws of the State of New Mexico and applicable federal law.

(d) Entire Agreement: This Custodial Agreement, together with the Application, the Client Responsibility Form, the Beneficiary Designation Form, any Designated Representative Authorization Form, the Fee Disclosure, and the Disclosure Statement, constitutes the entire agreement between the Custodian and the Depositor with respect to the custodial account. In the event of a conflict among these documents, Articles I through VII of this Custodial Agreement control, and the remaining documents control in the order listed.

(e) Notices: Every notice under this Agreement must be in writing and is effective only upon actual receipt, except that notice from the Custodian to the Depositor is effective on the date mailed to the Depositor's address of record or, where the Depositor has consented to electronic delivery, on the date transmitted. Notice to the Custodian must be delivered to its principal place of business by personal delivery, certified mail return receipt requested, or overnight courier; electronic mail is effective only on the Custodian's written acknowledgment. The controlling-provision language formerly appearing here is restored to Article VI.

> *IRS Review Notice — Articles I through VII of this Custodial Agreement reproduce Articles I through VII of IRS Form 5305-A (Traditional) or IRS Form 5305-RA (Roth), which have been reviewed by the IRS. Article VIII and every Article that follows it, including Article IX, contain additional provisions agreed between the Custodian and the Depositor; those provisions have NOT been reviewed or preapproved by the IRS, and nothing in this Agreement should be read to imply otherwise. Use of IRS Form 5305-A or 5305-RA is a determination only as to the form of the account, not its merits or the merits of any investment made within it. A SIMPLE IRA must be established on IRS Form 5305-SA and is not established by this Agreement.*

Article IX — Additional Provisions (Liability, Indemnification, and Related Terms) — NOT REVIEWED BY THE IRS

The provisions of this Article IX are additional provisions of the type contemplated by Article VIII, and are subject to the same controlling limitation stated in Article VIII(e): nothing in this Article IX shall be construed to override or conflict with Articles I through III or with any requirement of IRC §§ 408(a) or 408A, and no provision of this Article IX shall be applied so as to cause the Account to fail the exclusive-benefit requirement of IRC § 408(a).

(a) Account Statements; Time to Object. The Custodian shall make account statements available to the Depositor not less than quarterly. The Depositor shall promptly review each statement and shall notify the Custodian in writing of any error, discrepancy, or objection within thirty (30) days of the date the statement is made available. If the Custodian does not receive written notice within that period, the statement shall be deemed correct and accepted by the Depositor, and the Depositor waives any claim arising from or related to the matters reflected in that statement, except in the case of the Custodian's fraud, gross negligence, or willful misconduct, except as to any item the Depositor could not reasonably have discovered from the face of the statement, and except to the extent applicable law does not permit such a waiver.

(b) Reliance on Instructions. The Custodian may rely and act upon any instruction, notice, direction, or document that it reasonably believes in good faith to be genuine and to have been signed, sent, or authorized by the Depositor or the Depositor's Designated Representative, without independent investigation or verification, regardless of the method of transmission (including mail, email, facsimile, or electronic portal). The Custodian shall have no liability for acting in good-faith reliance on any such instruction later found to be unauthorized, fraudulent, or erroneous, provided the Custodian did not have actual knowledge of the defect at the time it acted and complied with its own written identity-verification, authentication, and call-back procedures then in effect. This subsection does not relieve the Custodian of liability for its own negligence in failing to follow those procedures.

(c) Limitation of Liability. To the maximum extent permitted by applicable law, the Custodian's total liability to the Depositor arising out of or relating to this Agreement or the Account, however arising, shall not exceed the greater of (i) the total fees paid by the Depositor to the Custodian in the twenty-four (24) months immediately preceding the event giving rise to the claim, or (ii) the amount of any applicable fidelity bond or errors-and-omissions coverage maintained by the Custodian under NMSA 1978, § 58-9-7 and available to satisfy the claim. This limitation does not apply to liability arising from the Custodian’s fraud, gross negligence, willful misconduct, reckless indifference to the interests of the Depositor, breach of the exclusive-benefit requirement of IRC § 408(a), or any liability that applicable law does not permit to be limited, including liability under the New Mexico Unfair Practices Act, NMSA 1978, §§ 57-12-1 to -26. The Custodian acknowledges that under NMSA 1978, § 46A-10-1008, it bears the burden of proving that this limitation is fair under the circumstances and that its existence and contents were adequately communicated to the Depositor. Nothing in this Article shall be construed to limit any right the Depositor may have to report a matter to the New Mexico Financial Institutions Division or any other regulatory authority.

(d) Waiver of Certain Damages. In no event shall the Custodian be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, or for lost profits or lost opportunity, even if the Custodian has been advised of the possibility of such damages. This subsection does not bar recovery of direct damages, does not bar recovery of diminution in Account value proximately caused by the Custodian’s own breach, negligence, gross negligence, willful misconduct, or fraud, and does not bar any statutory damages, multiplied damages, or attorney fees that applicable law does not permit to be waived.

(e) Indemnification. The Depositor agrees that the Account shall indemnify, defend, and hold harmless the Custodian, and its officers, directors, employees, and agents, payable solely from the assets of the Account and not from the Depositor’s personal assets, from and against any and all claims, losses, damages, liabilities, penalties, and expenses (including reasonable attorneys' fees and costs of investigation) arising out of or relating to: (i) the Depositor's investment directions or the assets held in the Account; (ii) any breach by the Depositor of this Agreement, the Client Responsibility Form, or any other agreement with the Custodian; (iii) any prohibited transaction under IRC §4975 resulting from the Depositor's direction; or (iv) any act or omission of the Depositor's Designated Representative or any third party the Depositor engages in connection with the Account — except to the extent such claims, losses, or damages result from the Custodian’s own negligence, gross negligence, willful misconduct, fraud, or breach of this Agreement. The parties intend that no obligation under this subsection be construed as a personal guarantee by the Depositor of any obligation of the Account, or as a direct or indirect extension of credit between the Depositor and the Account within the meaning of IRC § 4975(c)(1)(B); any provision that would have that effect is void to that extent.

(f) Force Majeure. The Custodian shall not be liable for any delay or failure to perform resulting from causes beyond its reasonable control, including but not limited to acts of God, natural disaster, pandemic, war, terrorism, civil unrest, governmental action or inaction, labor disputes, utility or telecommunications failures, or cyberattack. This subsection does not excuse the Custodian from liability for the failure or insolvency of a third-party depository, sub-custodian, exchange, or platform that the Custodian selected, recommended, or was negligent in retaining.

(g) Third-Party Depository and Digital Asset Platform. Where the Depositor, on the Depositor’s own initiative and without recommendation by the Custodian, directs the Custodian to hold assets through a third-party depository or a third-party digital asset custody platform identified by the Depositor in a signed Direction of Investment, the Depositor acknowledges that such third party is independent of, and not an agent, employee, or affiliate of, the Custodian. The Custodian is not responsible for the acts, omissions, insolvency, security breaches, operational failures, or losses of any such third party,

and the Depositor's recourse for any such matter lies against that third party directly and not against the Custodian, except where the Custodian selected or recommended that third party, failed to segregate or properly title the Account's assets as required by NMSA 1978, § 58-9-4(C), or was negligent in monitoring or retaining that third party.

(h) No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Custodian and the Depositor. No Designated Representative, financial advisor, investment sponsor, promoter, or other third party is a party to or third-party beneficiary of this Agreement, and no such person may rely upon or assert any right under this Agreement. This subsection does not limit the rights of the Depositor's designated beneficiaries, the Depositor's spouse under New Mexico community property law, or the Depositor's personal representative.

(i) Custodian Resignation, Removal, and Successor. The Custodian may resign upon sixty (60) days' written notice to the Depositor. The Depositor shall designate a qualified successor custodian within that period. If no successor is designated, the Custodian shall use reasonable efforts to appoint a qualified successor custodian before distributing any asset to the Depositor, and shall advise the Depositor in writing that any distribution will be reported as taxable. A successor custodian must be qualified to serve under IRC § 408(a). The Depositor may remove the Custodian upon thirty (30) days' written notice and the designation of a qualified successor custodian, and transfer shall be effected within a reasonable time after the Custodian has received all required documents and fees. The Custodian shall not condition transfer on the Depositor's waiver or release of any claim.

(j) Survival. The provisions of this Article IX, together with Article III (Prohibited Investments) and Article VIII(h) (Investments and Self-Direction), shall survive the termination, resignation, or removal of the Custodian and the closure or transfer of the Account. (k) Severability. If any provision of this Article IX is held invalid or unenforceable, that provision shall be enforced to the maximum extent permitted or, if it cannot be, severed, and the remainder of this Agreement shall remain in full force. (l) No Waiver of Regulatory Rights. Nothing in this Agreement limits the Depositor's right to file a complaint with, or obtain relief through, the New Mexico Financial Institutions Division, the Internal Revenue Service, or any other regulatory authority.

PART H — ACCOUNT HOLDER ACKNOWLEDGMENTS & SIGNATURES

Please read each statement carefully and initial in the space provided. Your initials confirm that you have read, understand, and agree to the indicated term.

Initial: _____ I have received, read, and understand the Disclosure Statement required by Treasury Regulations §1.408-6 prior to signing this application. I understand that I may revoke this IRA within seven (7) calendar days after I receive the Disclosure Statement by delivering or mailing written notice of revocation to Asset Trust, Inc. at the address shown in the Disclosure Statement, that notice mailed and properly addressed with first-class postage prepaid is treated as given on the date of the postmark, and that on a timely revocation I will receive the entire amount I contributed without adjustment for administrative expenses, fees, commissions, or market fluctuation.

Initial: _____ I understand that Asset Trust, Inc. acts as a directed, non-discretionary custodian. Asset Trust does not provide investment advice, evaluate investment suitability, or recommend any investment, and all investment decisions are solely my responsibility. I understand that this does not disclaim any duty Asset Trust, Inc. owes as a trust company under the New Mexico Trust Company Act, NMSA 1978, §§ 58-9-1 to -14, including its duties to segregate and correctly title the assets of my Account.

Initial: _____ I understand that I am solely responsible for ensuring that all investment directions comply with the prohibited transaction rules of IRC §4975. I have been advised to consult independent legal and tax counsel before directing any investment that may involve a disqualified person or self-dealing.

Initial: _____ I have received, read, and agree to the Fee Schedule in Part G, and I authorize Asset Trust to deduct unpaid fees from my IRA account balance if not paid separately within 30 days of billing.

Initial: _____ I understand the contribution limits, income restrictions, and deductibility rules applicable to my account type as described in Part F, and I represent that any contribution I make is within the applicable limits for my income and tax situation.

Initial: _____ I understand my obligation to provide Asset Trust with an annual fair market value of all assets in my IRA account by the deadline specified in Asset Trust's annual FMV request letter, and that failure to provide FMV information may affect the accuracy of my IRS Form 5498.

Initial: _____ I understand that IRAs holding illiquid alternative assets (real estate, private notes, LLCs, etc.) may generate Unrelated Business Taxable Income (UBTI) subject to IRS Form 990-T filing and tax payment from within the IRA. I will notify Asset Trust promptly if my IRA receives income that may constitute UBTI.

Initial: _____ I acknowledge that this application, the Custodial Agreement, the Disclosure Statement, and the Fee Disclosure together constitute the complete agreement between myself and Asset Trust, Inc. regarding my IRA account.

Initial: _____ I certify under penalties of perjury that all information provided in this application is true, accurate, and complete, and that I have provided a valid taxpayer identification number (Social Security Number). I understand that false statements may result in penalties under federal law.

Initial: _____ 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.

Initial: _____ I understand and separately agree to the additional provisions in Article IX of the Custodial Agreement (Part E), including the account statement objection deadline, reliance-on-instructions provision, limitation of liability, waiver of consequential damages, indemnification payable solely from the Account, force majeure, third-party depository and platform disclaimer, no third-party beneficiaries clause, custodian resignation and removal provisions, survival, and severability. I understand that Article IX has NOT been reviewed or preapproved by the IRS.

Initial: _____ If I have appointed a Designated Representative, I understand that person's authority is limited to the scope stated on my Designated Representative Authorization Form, and that I remain responsible for that person's actions within the scope of the authority I have granted.

> *IMPORTANT CERTIFICATION — IRS BACKUP WITHHOLDING. Under penalties of perjury, I certify: (1) The Social Security Number provided on this application is my correct taxpayer identification number; and (2) I am NOT subject to backup withholding because (a) I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or (b) the IRS has notified me that I am no longer subject to backup withholding. If you ARE subject to backup withholding, cross out item (2) above. Please note: IRS regulations require us to inform you that by signing below, you are also certifying the above backup withholding certification.*

Signatures — Agreement, Certifications & Backup Withholding

Depositor Signature _____ Printed Name _____ Date (MM/DD/YYYY) _____

Spouse's Consent (required if the Depositor is married and any primary beneficiary other than the spouse is designated). New Mexico is a community property state. I am the spouse of the Depositor. I consent to the beneficiary designation made by the Depositor and, to the extent of that designation, I waive any community property interest I may have in this Account. I have been advised to consult my own counsel before signing.

Spouse Signature _____ Printed Name _____ Date (MM/DD/YYYY) _____

CUSTODIAN ACCEPTANCE. The IRA is not established until this Agreement is executed by both the Depositor and the Custodian. See IRS Form 5305-A, General Instructions, Purpose of Form.

Asset Trust, Inc., Custodian — By: _____ Printed Name and Title _____ Date (MM/DD/YYYY) _____

> For Asset Trust, Inc. Use Only: Account Number Assigned: _____ New Account Checklist Completed: ☐ Yes Verification: ☐ Pass ☐ Enhanced Review OFAC/SDN Screening: ☐ Clear ☐ Review Required All Documents in File: ☐ Yes ☐ Pending
> Account Approved By: _____ (COO) Date: ____ Final Approval By: _____ (CEO/President) Date: ____