

VIP Services: (888) 855-9856

You (hereinafter “Depositor”) assigned the custodial account the sum indicated on the Application. The Depositor and the Provident Trust Group, LLC (“Custodian”) make the following agreement:

### ARTICLE I

This Agreement will be amended as necessary to comply with the provisions of the Internal Revenue Code, the related Treasury Regulations, and the applicable state and federal laws.

### ARTICLE II

- 2.1 *Definitions.* In this Agreement, the words “you”, “your”, and “I” means each and every owner of the account and each and every other person with authority to withdraw funds from the account or otherwise operate the account, the words “we”, “us” and “our” mean the Custodian. “Code” means the Internal Revenue Code, and “Regulations” means the Treasury Regulations.
- 2.2 *Notices and Change of Address.* Any required notice regarding your account will be considered effective thirty (30) days following the date we send it to the intended recipient at the last email address we have in our records. If no email address was provided, we will provide such notice by U.S. mail to the last address we have in our records. This notice will direct you to our website to view any new information pertaining to your account electronically unless you notify us that you prefer we provide you with paper copies of the same. Any notice to be given to us will be considered effective when we actually receive it. You, or the intended recipient, must promptly notify us of any change of email or mailing address.
- 2.3 *Representations and Responsibilities.*
- a. *In General.* You represent and warrant to us that any information you have given or will give us with respect to this Agreement is complete and accurate, and you acknowledge and agree that any representations, warranties and agreements you have made as part of or in connection with your Application are hereby incorporated herein and made a part of this Account Agreement. Further, you agree that any directions you give us, or action you take will be in compliance with applicable laws and proper under this Agreement, and that we are entitled to rely upon any such information or directions. If we fail to receive directions from you regarding any transaction, or if we receive ambiguous directions regarding any transaction, or we, in good faith, believe that any transaction requested is in dispute, we reserve the right to take no action until further clarification acceptable to us is received from you or the appropriate government or judicial authority. We shall not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act or for our exercising our right to take no action until we have received further clarification acceptable to us, and you agree to reimburse and indemnify us for any loss we may incur as a result of such directions, actions or failures to act. We shall not be responsible for any penalties, taxes, judgments or expenses you incur in connection with your account. We may permit you to appoint, through written notice acceptable to us, an authorized agent to act on your behalf with respect to this Agreement (e.g., attorney- in-fact, executor, administrator, and investment manager); however, we have no duty to determine the validity of such appointment or any instrument appointing such authorized agent. We shall not be responsible for losses of any kind that may result from directions, actions or failures to act by your authorized agent, and you agree to reimburse and indemnify us for any loss we may incur as a result of such directions, actions or failures to act by your authorized agent. Except as otherwise indicated herein, you will have sixty (60) days after you receive any documents, statements or other information from us to notify us in writing of any errors or inaccuracies reflected in these documents, statements or other information. If you do not notify us within 60 days, the documents, statements

or other information shall be deemed correct and accurate, and we shall have no further liability or obligation for such documents, statements, other information or the transactions described therein.

By performing services under this Agreement we are acting as your agent. You acknowledge and agree that we are not your fiduciary and have no fiduciary duties to you or with respect to your account and nothing in this Agreement shall be construed as conferring fiduciary status upon us. We shall not be required to perform any additional services unless specifically agreed to under the terms and conditions of this Agreement and as directed by you, or as required under the Code, Regulations, and applicable state and federal laws. We may employ agents and organizations for the purpose of performing administrative or other custodial-related services with respect to your account for which we otherwise have responsibility under this Agreement, and the limitations on our duties to you under this Agreement or otherwise shall also apply with respect to each agent or organization so employed. You agree to release and indemnify, hold harmless and defend us from any and all claims, damages, liability, actions, costs, expenses (including, without limitation, attorneys’ fees) and responsibility for any loss, resulting to the account, to you or to any beneficiary or incurred by or asserted against us, in connection with or by reason of any sale or investment made or other action taken (or omitted to be taken) pursuant to and/or in connection with any investment transaction directed by you or your investment advisor or resulting from serving as the custodian hereunder, including, without limitation, claims, damages, liability, actions and losses asserted by you. You agree to reimburse or advance to us, on demand, all legal fees, expenses, costs, fines, penalties and obligations incurred or to be incurred in connection with the defense, contest, prosecution or satisfaction of any claim made, threatened or asserted pertaining to any investment or action you or your investment advisor directed through the custodian, including, without limitation, claims asserted by you, any state or federal regulatory authority or self regulatory organization. To the extent written instructions or notices are required under this Agreement; we may accept or provide such information in any other form permitted by the Code or regulation, or any other applicable federal, state or local laws.

UNDER NO CIRCUMSTANCES SHALL CUSTODIAN, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, AGENTS, LICENSORS OR REPRESENTATIVES BE SUBJECT TO OR LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR SIMILAR DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF SAVINGS, LOSS OF DATA, LOSS OF REVENUES AND/OR PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR CUSTODIAN OR ADMINISTRATOR COMPLYING WITH YOUR DIRECTIONS, REGARDLESS IF SUCH DAMAGES ARE BASED IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

- b. *Passive Custodian Provides No Investment Advice.* From time to time, we may provide general investment information regarding the products we offer through webinars, newsletters, social media posts, our website, and other forums, which you acknowledge and agree is not investment advice. Similarly, you acknowledge and agree that we may participate in events with other companies in our industry, which is not and should not be interpreted as our endorsement of any of the other participants. You further acknowledge and agree that we are

strictly a passive Custodian and as such do not provide legal or tax services or advice with respect to your investments; and you release and indemnify and agree to hold harmless and defend us in the event that any investment or sale of your assets pursuant to a Direction of Investment form violates any federal or state law or regulation or otherwise results in a disqualification, penalty, fine, or tax imposed upon you, your account, or us.

- c. *Investment Conforms to All Applicable Securities Laws.* You represent to us that if any investment by your account is a security under applicable federal or state securities laws, such investment has been registered or is exempt from registration under federal and state securities laws; and you release and waive all claims against us for our role in carrying out your instructions with respect to such investment. You acknowledge that the foregoing representation is being relied upon by us in accepting your investment directions and you agree to indemnify us with respect to all costs, expenses (including attorneys' fees), fines, penalties, liabilities, damages, actions, judgments, and claims arising out of such investment and/or a breach of the foregoing representation, including, without limitation, claims asserted by you.
- d. *Custodian Not Responsible for Insurance.* We will not bear or assume any responsibility to notify you, secure or maintain fire, casualty, liability, or other insurance coverage on any personal or real property held by your account or which serves as collateral under any mortgage or other security instrument held by your account with respect to any promissory note or other evidence of indebtedness. It is incumbent upon you as the account owner to arrange for such insurance as you determine necessary or appropriate to protect your assets and to direct us in writing as to the payment of any premiums therefore. Furthermore, it is your responsibility to determine that payment has been made upon your written request by verifying same with your account statements. We will not be responsible for notification or payments of any insurance premiums, real estate taxes, utilities, or other charges with respect to any investment held in your account, unless you specifically direct us to pay the same in writing and sufficient funds are available to pay same from your account. Furthermore, it is your responsibility to determine that payment has been made from the custodial account. You must utilize an appropriate payment directive form available from us within a sufficient period of time for such direction to be accomplished in accordance with the Custodian's normal business practices (without regard to whether we have undertaken efforts to comply with such directive).
- e. *Service Fees.* We have the right to charge Establishment, Document, and Custodial Fees, as well as other designated fees (e.g., a transaction, termination, administration fees, etc.) for maintaining your account. In addition, and as described in more detail in Section 3.1 of this Agreement, we have the right to collect or otherwise receive as an additional fee any interest or other income earned or generated from the pooled trust account and any Un-Invested Cash Funds (as defined in Section 3.1 of this Agreement), and to be reimbursed for all expenses, including legal expenses, we incur in connection with the administration of your account. We may charge you separately for any fees or expenses, or we may deduct the amount of the fees or expenses from the assets in your account at our discretion. We reserve the right to charge any additional, reasonable fee to you. Fees such as sub-accounting and other service fees may be paid to us or an associated business by third-parties for assistance in performing certain transactions with respect to this account. In addition, we or an associated business may receive other income from third-parties in connection with performing such services or the purchase and sale of publicly-traded securities, privately-held securities, or any other assets which may or may not be deemed to be securities, which you may have directed us to purchase or sell.
- f. *All invoices are due and payable upon receipt.* If such charge

cannot be consummated, we shall submit an invoice to you for all outstanding fees and expenses plus any applicable invoice costs and late charges. To collect such fees and/or expenses we may and you expressly authorize us to bill any credit card we have in our records related to your account, collect from any Un-Invested Cash held in your account, and/or liquidate sufficient investments in the custodial account in accordance with Section 3.7 of this Agreement to pay such fees and expenses. Any brokerage commissions attributable to the assets in your account will be charged to your account.

- g. *Interest and Earnings Related to Pooled Trust Account.* We perform sub-accounting, record-keeping, administrative and/or other services related to the account. For the provision of these services, we retain and receive all interest and any other income earned or generated, including any amounts paid to us by financial institutions at the time we deposit the Un-Invested Cash Funds, from the assets within the pooled trust account. Any interest paid to your account from the pooled trust account will be at our discretion.

### ARTICLE III

#### 3.1 *Investment of Amounts in the Account:*

- a. In General. You have exclusive responsibility for and control over the investment of the assets of your account. All transactions shall be subject to any and all restrictions or limitations, direct or indirect, which are imposed by any and all applicable federal and state laws and regulations; the rules, regulations, customs and usages of any exchange, market or clearing house where the transaction is executed; our internal policies, standards and practices; and this Agreement. After your death, your beneficiary(ies) shall have the right to direct the investment of your account assets, subject to the same conditions that applied to you during your lifetime under this Agreement (including, without limitation, Section 2.3 of this Agreement). We will not exercise the voting rights and other shareholder rights with respect to investments in your account unless you provide timely written directions acceptable to us according to our then current policies and procedures. You will select the type of investment for your account assets, provided, however, that your selection of investments shall be limited to those types of investments that comport with our internal policies, practices, and standards and are deemed administratively feasible by us. We may, or an associated business may, in our, or their, sole discretion, make available to you, additional opportunities, which may include publicly traded securities, mutual funds, money market instruments, and other offerings that are obtainable by us, or an associated business, and that we, or such associated business, are capable of holding in the ordinary course of business.

- b. *Custodian Acting in Passive Capacity Only.* We are acting as a passive, directed, and non-discretionary custodian in holding your assets. Accordingly, we are not a fiduciary (as said term is defined in the Code, ERISA, or any other applicable federal, state or local laws) with respect to your account, and you acknowledge and agree that we are not a fiduciary with respect to your account.

It is not our responsibility to review the prudence, merits, viability, or suitability of any investment directed by you or your investment advisors or to determine whether the investment is acceptable under ERISA, the Code, or any other applicable federal, state or local laws. We do not offer any investment advice, nor do we endorse any investment, investment product or investment strategy; and we do not endorse any investment advisor, representative, broker, or other party selected by you. We have no responsibility to question or otherwise evaluate any investment directions given by you or by any investment advisor or representative appointed by you.

It is your responsibility to perform proper due diligence with regard to any such investment, representative, investment advisor, broker, or other party. We will follow the directions of any such investment advisor, representative, broker, or other

party selected by you, provided you furnish us with written authorization and documentation acceptable to us, and we will be entitled to all the same protections and indemnities in our reliance upon and execution of the directives of such investment advisor or other party as if such directives were given by you. We shall be under no obligation or duty to investigate, analyze, monitor, verify title to, or otherwise evaluate or perform due diligence for any investment directed by you or your investment advisor, representative or agent; nor shall we be responsible to notify you or take any action should there be any default or other obligation with regard to any investment. Any review performed by us with respect to an investment shall be solely for our own purposes of determining compliance with our internal policies, practices and standards, as we determine from time to time and the administrative feasibility of the investment and neither such review nor its acceptance should be construed in any way as an endorsement of any investment, investment company or investment strategy. We also have the right not to affect any transaction/investment which we deem to be beyond the scope of our administrative responsibilities, capabilities or expertise or that we determine in our sole discretion does not comport with our internal policies, practices or standards. We have no duty or obligation to notify you with respect to any information, knowledge, irregularities, or our concerns relating to your investment or your investment advisor, broker, agent, promoter, or representative, except as to civil pleadings or court orders received by us. We shall use reasonable efforts to acquire or sell investments in accordance with your directions within a reasonable period of time after we have received an investment direction and we shall make reasonable efforts to notify you if we are unable or unwilling to comply with an investment direction. Subject to the foregoing, we shall remit funds as directed, but have no responsibility to verify or assure that such funds have been invested to purchase or acquire the asset selected by you.

- c. *Investment Documentation.* In directing us with respect to any investment, you must utilize our Direction of Investment form or such other form acceptable to us. We shall be fully protected in acting upon any instrument, certificate, paper or transmission believed to be genuine and to be signed or presented by the proper person or persons whether or not by facsimile or other form acceptable to the Custodian, and the Custodian shall be under no duty to make any investigation or inquiry as to any statement contained in any such communication, but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained. You authorize and direct us to execute and deliver, on behalf of your IRA, any and all documents delivered to us in connection with your IRA investments; and we shall have no responsibility to verify or determine that any such documents are complete, accurate or constitute the documents necessary to comply with your investment direction. You authorize and direct us to correct errors in investment titling without notice to you and to correct other minor clerical errors with telephone or email consent from you upon verification of your identity. Provident retains electronic copies of documents related to your account as described in 26 CFR 1.408-2(e)(5)(vii) in Provident's capacity as a recordkeeper and not as any type of safekeeping agent. See also, NRS 719.240; NRS 719.290. However, please note that Provident requires all original stock certificates titled in the name of your Provident account to be held by Provident.
- d. *Un-Invested Cash Funds.* From time to time you may deposit funds with us, have available free credit balances or otherwise direct us to hold funds for you not subject to a current Direction of Investment or otherwise awaiting your direction for investment or deposit (collectively referred to as "Un-Invested Cash Funds"). You acknowledge and agree that Un-Invested Cash Funds from your account may be pooled with Un-Invested Cash Funds from other accounts. You direct us to sweep or deposit all Un-Invested Cash

Funds automatically into an FDIC insured bank account or any investment backed by the U.S. Treasury and/or full faith and credit of the United States Government (which may be pooled with Un-Invested Cash Funds from other accounts) until such time as further direction is received from you or your designated representative(s). You also authorize us to transfer any Un-Invested Cash Funds to a different FDIC insured bank account without any further approval from you. Accounts used to hold Un-Invested Cash Funds may include, without limitation, certificates of deposit, money market accounts, similar FDIC or government insured accounts at state or national banks or credit unions, or any investment backed by the U.S. Treasury and/or full faith and credit of the United States Government. Any FDIC insurance, which may be applicable to your account, shall be subject to all applicable laws and regulations, including those laws and regulations related to FDIC insurance limitations. We shall be entitled to retain and have paid to us as a fee any interest or other income earned or otherwise generated from the Un-Invested Cash Funds deposited in such accounts, including any amounts paid to us by financial institutions at the time we deposit the Un-Invested Cash Funds. You acknowledge and agree that this fee may be retained by us as compensation for the services provided by Custodian under this Agreement.

- 3.2 *Beneficiary(ies).* You may designate one or more persons or entities as beneficiary of your account. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during your lifetime.

Unless otherwise specified, each beneficiary designation you file with us will cancel all previous ones. The consent of a beneficiary(ies) shall not be required for you to revoke a beneficiary designation. If you have designated both primary and contingent beneficiaries and no primary beneficiary(ies) survives you, the contingent beneficiary(ies) shall acquire the designated share of your account. If you do not designate a beneficiary, or if all of your primary and contingent beneficiary(ies) predecease you, your estate will be the beneficiary. A spouse beneficiary shall have all rights as granted under the Code, Regulations, or any other applicable federal, state or local laws to treat your account as his or her own. We may allow, if permitted by state law, an original account beneficiary(ies) (the beneficiary(ies) who is entitled to receive distribution(s) from an inherited account at the time of your death) to name a successor beneficiary(ies) for the inherited account. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during the original account beneficiary's(ies) lifetime. Unless otherwise specified, each beneficiary designation form that the original account beneficiary(ies) files with us will cancel all previous ones. The consent of a successor beneficiary(ies) shall not be required for the original account beneficiary(ies) to revoke a successor beneficiary(ies) designation. If the original account beneficiary(ies) does not designate a successor beneficiary(ies), his or her estate will be the successor beneficiary.

- 3.3 *Termination of Agreement, Resignation, or Removal of Custodian.* Custodian reserves the right to close the account without notice if it is not funded within ninety (90) days of account opening. An account that does not hold any assets and has not had any activity (e.g., a withdrawal, deposit, or transfer) for six (6) months may be classified as inactive. The Custodian reserves the right to close an inactive account at any time and without notice. Either party may terminate this Agreement at any time by giving written notice to the other. However, your termination of this Agreement will not be effective until such time as all outstanding fees, costs, indemnities, penalties, expenses, or payments due to us are paid or until we, at our discretion, waive the same. We can resign as Custodian at any time effective 30 days after we mail written notice of our resignation to you via email (if an email address was provided, otherwise such notice will be sent to you via U.S. mail). Upon receipt of that notice, you must make arrangements to transfer your account to another financial organization. If you do not complete a transfer of your account within 30 days from the date we mail the notice to you, we have the right to transfer



your account assets to a successor Custodian or trustee that we choose in our sole discretion, or we may pay or distribute your account assets to you in a single sum or assignment. If we transfer your account, the existing account documents will govern your account relationship with the new custodian or trustee unless the successor custodian/trustee notifies you in writing of any changes and/or requires new account documents to be signed by you. We shall not be liable for any actions or failures to act on the part of any successor custodian or trustee, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this section. If this Agreement is terminated, we may charge to your account a reasonable amount of money that we believe is necessary to cover any associated costs, including but not limited to, one or more of the following:

- any fees, expenses or taxes chargeable against your account;
- any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your account after your account with us is closed, if there are additional assets remaining in or subsequently credited to your account, we will endeavor to distribute or transfer such assets in accordance with your prior direction, but after offsetting any applicable administrative expenses and custodial fees (per our then operative fee schedule).

3.4 *Successor Custodian.* If our organization changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if our entire organization (or any portion which includes your account) is bought by another organization, that organization (or agency) shall automatically become the trustee or custodian of your account, but only if it is the type of organization authorized to serve as a trustee or custodian.

3.5 *Amendments.* We have the right to amend this Agreement at any time. Any amendment we make, including those made to comply with the Code and related Regulations, or any other applicable federal, state or local laws, does not require your consent.

3.6 *Withdrawals or Transfers.* All requests for withdrawal or transfer shall be in writing on a form provided by or acceptable to us. The method of distribution must be specified in writing. The tax identification number of the recipient must be provided to us before we are obligated to make a distribution. Withdrawals shall be subject to all applicable tax and other laws and regulations, including possible early withdrawal penalties or surrender charges and withholding requirements.

3.7 *Liquidation of Assets; Grant of Security Interest Upon Default.*

a. We have the right to liquidate assets in your account if necessary to make distributions or to pay fees, expenses, indemnities, taxes, federal tax levies, penalties or surrender charges properly chargeable against your account. If you fail to direct us as to which assets to liquidate, we will decide, in our complete and sole discretion, and you agree not to hold us liable for any adverse consequences that result from our decision.

b. If payment is not received on or before the due date listed on your invoice, a \$50 Late Fee will be assessed to your account and a Past Due Notice will be issued to you. In the event you fail to pay any fees, costs, indemnities, penalties, expenses or payments due to us required by your Account Agreement or otherwise, and upon issuance of the Past Due Notice, we reserve the right to proceed with the process for establishing a lien on and security interest in all of your rights, title and interests in such portion of the custodial account, the Un-Invested Cash Funds and any other deposit, monies, accounts and other assets in such accounts or otherwise deposited with us at such time in an amount equal to the amounts necessary to pay in full such amounts then due to us, as collateral security for the prompt and complete payment of such unpaid fees or other amounts due and owing, to the maximum extent permitted by law or regulations, at our complete and sole discretion. Upon us providing you with notice via email (or via U.S. mail if no email address

was provided) of our intent to pursue such security interest, you hereby authorize us to file all financing statements and other documents and take such other actions as may from time to time be necessary or desirable in our complete and sole discretion to perfect and to maintain the perfection and priority of such security interest and/or authorize us to liquidate the asset(s) without your prior approval and without any further notice. We may, at our complete and sole discretion, liquidate sufficient asset(s) to cover outstanding fees plus one year's estimated fees, including the Account Termination Fee, and you agree not to hold Custodian liable for any adverse consequences that result from our decision. Upon receipt, such liquidated funds will be first applied to outstanding fees. Remaining balances, if any, will be placed into your account. We shall have no liability for any adverse tax or other financial consequences as a result of liquidating your account to cover the fees and charges. Accounts with past due fees, unfunded accounts, and accounts with zero value will continue to incur administration and maintenance fees until such time as you notify us in writing of your intent to close the account or of your wish that we resign. Should fees not be collected, we have the option to cease performing any functions, including, but not limited to, processing investment transactions, until such time as all fees charged against the account are fully paid. We may then close your account and distribute all assets to you, which will be reported to the IRS on Form 1099-R and may subject you to possible taxes and penalties. In the event of non-payment, we may employ a collection agency to recover any unpaid fees or expenses. You will be personally liable for all Re-registration Fees, Late Fees, Account Termination Fees, and any other fees related to collection of fees, including but not limited to, third party fees incurred. You understand and agree that pursuant to Section 408(e) of the Internal Revenue Code the portion of any IRA funds pledged as collateral may be treated as distributed to that individual and subject to taxes, interest and penalties which you will be responsible for and agree to indemnify and hold us harmless therefrom.

3.8 *Governing Law; Venue; Other Remedies.* This Agreement is subject to all applicable federal laws and regulations and shall be interpreted, construed, and enforced in accordance with and governed by the laws of the state of Nevada without giving effect to any conflict of law provisions, and each party hereby submits to the exclusive personal jurisdiction, and waives all objections as to venue for the enforcement of any provision of this Agreement, in the state and federal courts situated in Clark County, Nevada. In the event that any legal action is taken to enforce any term or provision of this Agreement, the parties agree that the prevailing party in any such legal action shall be entitled to all costs and attorneys' fees incurred in that action. Prior to your filing any such suit, you must provide written notice to Custodian stating with specificity the alleged breach of this Agreement within thirty (30) days of the alleged breach occurring. If such alleged breach is capable of cure or remedy, Custodian shall have a period of thirty (30) days from receipt of the written notice of the alleged breach to cure and/or remedy the breach before you may file any such suit. You agree that Custodian's entire liability and your exclusive remedy in any cause of action based on contract, tort or otherwise in connection with any services rendered pursuant to this Agreement or otherwise furnished by Custodian to you shall be limited to the total fees paid by you to Custodian, and in no event whatsoever shall Custodian be liable for any indirect, consequential, special, punitive or incidental damages. If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Our failure to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of such provisions, or our right thereafter to enforce each and every such provision.