



CUSTODIAL ACCOUNT APPLICATION

(Non-Qualified)

701 S Taylor LB 110
Amarillo, TX 79101
(800) 486-6888
Fax (806) 655-2490
forms@goldstartrust.com

PART 1. INDIVIDUAL / JOINT WITH RIGHTS OF SURVIVORSHIP / JOINT TENANTS IN COMMON

Account Number _____

PRIMARY OWNER INFORMATION

Name (First/M/Last) _____

Physical Address _____

City/State/Zip _____

Mailing Address (if different than above) _____

City/State/Zip _____

Social Security Number _____

Date of Birth _____

Primary Phone _____

Email Address _____

TRANSFER ON DEATH (Please note percentages of transfer are not allowed)

Name (First/M/Last) _____

Physical Address _____

City/State/Zip _____

Date of Birth _____

Social Security Number _____

Primary Phone _____

Email Address _____

JOINT OWNER INFORMATION (If joint owner, please choose)

☐ JOINT (JTWROS) ☐ JOINT (TIC)

Name (First/M/Last) _____

Physical Address _____

City/State/Zip _____

Mailing Address (if different than above) _____

City/State/Zip _____

Social Security Number _____

Date of Birth _____

Primary Phone _____

Email Address _____

Name (First/M/Last) _____

Physical Address _____

City/State/Zip _____

Date of Birth _____

Social Security Number _____

Primary Phone _____

Email Address _____

CUSTOMER IDENTIFICATION REQUIREMENTS: ACCOUNT OWNER MUST COMPLETE THIS SECTION

USA PATRIOT Act Notice

In order to comply with the USA PATRIOT Act, we must be able to identify our customer. All new accounts must provide us with either the driver's license information; a photocopy of an unexpired, photo-bearing, government-issued identification, such as a passport, military, veteran or similar ID; or a notarized document.

Primary Owner Driver's License Information

Driver's License # _____

State Issued _____

Issuance Date _____

Expiration Date _____

Joint Owner Driver's License Information

Driver's License # _____

State Issued _____

Issuance Date _____

Expiration Date _____

Note: Proceed to page 4 to complete and sign the account agreement.



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PART 2. TRUST, PARTNERSHIP, CORPORATION, OR OTHER ENTITY

Account Number _____
Name (Trust, Partnership, Corporation, or Other Entity) _____
Physical Address _____
City/State/Zip _____
Mailing Address (if different than above) _____
City/State/Zip _____
Email Address _____ **Primary Phone** _____
EIN or SSN (copy of IRS issued EIN Letter must be provided when applicable) _____

CUSTOMER IDENTIFICATION REQUIREMENTS: ACCOUNT OWNER MUST COMPLETE THIS SECTION

AUTHORIZED SIGNER 1

Name (First/M/Last) _____
Physical Address _____
City/State/Zip _____
Date of Birth _____
Social Security Number _____
Primary Phone _____
Email Address _____

AUTHORIZED SIGNER 2

Name (First/M/Last) _____
Physical Address _____
City/State/Zip _____
Date of Birth _____
Social Security Number _____
Primary Phone _____
Email Address _____

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Signer 1 Driver's License Information

Driver's License # _____
State Issued _____
Issuance Date _____
Expiration Date _____

Signer 2 Driver's License Information

Driver's License # _____
State Issued _____
Issuance Date _____
Expiration Date _____

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PART 3. UTMA (UNIFORM TRANSFERS TO MINOR ACCOUNT) or UGMA (UNIFORM GIFT TO MINOR ACCOUNT)

Account Number _____

MINOR INFORMATION *(only one permitted)*

Please choose one:

- ☐ UGMA (Uniform Gift to Minor Account) or
☐ UTMA (Uniform Transfers to Minor Account)

Name *(First/M/Last)* _____

State of Residence _____

Social Security Number _____

Date of Birth _____

RESPONSIBLE PARTY OR CUSTODIAN INFORMATION *(only one permitted)*

Name *(First/M/Last)* _____

Social Security Number _____

Physical Address _____

Date of Birth _____

City/State/Zip _____

Primary Phone _____

Mailing Address *(if different than above)*

Email Address _____

City/State/Zip _____

CUSTOMER IDENTIFICATION REQUIREMENTS: RESPONSIBLE PARTY MUST COMPLETE THIS SECTION

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Responsible Party Driver's License Information

Driver's License # _____

State Issued _____

Issuance Date _____

Expiration Date _____

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SUBSTITUTE IRS FORM W-9

UNDER PENALTIES OF PERJURY, I CERTIFY THAT: (1) The number shown on this form is my correct taxpayer identification number and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien).

PART 4. SIGNATURES

IMPORTANT: I/We consent and agree to all of the terms and conditions in this agreement. I/We acknowledge and agree that I/we have received, reviewed, and understand the terms and conditions in this Agreement and the disclosures made in conjunction therewith, concerning the terms and conditions in this Agreement.

X _____	_____
Authorized Signature (Account Holder, Custodian, or Trustee)	Date (mm/dd/yyyy)
X _____	_____
Secondary Authorized Signature (Joint Account Holder, if any)	Date (mm/dd/yyyy)
X _____	_____
Signature of GoldStar Trust Company as Custodian	Date (mm/dd/yyyy)



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PART 5. ACKNOWLEDGMENTS

This account is termed a Self-Directed Custodial Account which is a non-qualified taxable account ("Account"). You, the "Client", may direct the investment of your funds within this account into any investment instrument approved by, or through GoldStar Trust Company ("GoldStar" and/or "Company"). GoldStar's acceptance of your investment(s) is not a recommendation nor is it investment advice. GoldStar's approval of your investment is merely an acknowledgment that the investment complies with the terms and conditions of your Self-Directed Account.

GoldStar acts solely as custodian of your Account and will not exercise any investment discretion regarding your Account, as this is solely your responsibility. You acknowledge and agree that GoldStar is not a "fiduciary" with respect to your Account under any applicable federal or state law or regulation.

This Agreement defines your relationship with Goldstar and your responsibilities concerning this Account. For example, you may also have an IRA account and the IRA agreement primarily governs that account. By opening your Account, signing the Account opening documentation, conducting any transactions involving this Account or by maintaining your Account after this Agreement is made available to you, you agree to the terms of this Agreement. This Agreement also includes any new or amended provisions and disclosures we may provide concerning your Account.

Read this Agreement and all other applicable documents governing your Account and save them for future reference. You can also obtain additional copies of this Agreement or any subsequent version at Goldstar Trust Company's website at www.goldstartrust.com or by calling (800) 486-6888.

This Agreement may be amended, revoked or modified only by the Custodian. Such amendment, revocation or modification shall be effective on the 30th day after mailing the notice of such revision to Client at the address shown on the records of GoldStar. In the alternative, this Agreement may be amended by publishing on the Custodian's website and/or delivered to the Client via other delivery methods, including, without limitation, via email. If the Agreement is revoked in total, Custodian shall deliver the Custodial Property to Client as soon as practicable or, at Client's request to a Successor Custodian. Client acknowledges that Custodial Property held in Custodian's own name or nominee may require a reasonable amount of time to be transferred. Upon delivery of Custodial Property, Custodian's responsibility under this Agreement ceases. It is your duty to review any and all such periodic subsequent versions. This Agreement cannot be changed or modified orally.

Our relationship will be defined by this Agreement, unless otherwise expressly agreed in writing. No fiduciary, quasi-fiduciary or any other special relationship exists between you and us. Any internal policies or procedures, if any, that we maintain in excess of reasonable commercial standards are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence. There are no third-party beneficiaries to this Agreement. Except where prohibited by law, Goldstar reserves the right to refuse to open (or to close) an Account for any reason. Either party may terminate this agreement at any time by giving written notice to the other. We can resign as Custodian at any time effective 30 days after we send written notice of our resignation to you. 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 send the notice to you, we have the right to transfer your Account to a successor custodian that we choose in our sole discretion, or we may pay your Account to you in a single sum. We will not be liable for any actions or failures to act on the part of any successor custodian, 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.

When your Account is closed, you are responsible for leaving enough money in the Account to cover any outstanding amounts to be paid from the Account. Reasonable notice depends on the circumstances. In some cases, such as when we cannot verify your identity, we suspect fraud, we receive conflicting instructions from persons authorized to transact on the Account, or when we are otherwise compelled by law it might be reasonable for us to give you notice after your Account is closed or otherwise frozen. Termination of the Account, whether by us or by you, does not relieve you of any obligation you may then owe us. We may accept deposits to the Account after it has been closed in order to collect any deficit balance, and such acceptance will not constitute reinstatement of the Account.

Written notice that the Account has been closed and a check, if any, may be sent to any address shown on our records for you, or if the Account is a joint Account, to any Account owner to whom we elect to send it. Once we have closed your Account, you agree that we can:

- refuse to honor any transaction/disbursement you have done or any other transactions which are presented to us for payment after we have closed your Account;
- refuse to act as your agent to try to collect any check you have deposited in your Account or otherwise, honor or pay any check you have deposited to your closed Account, or to accept any automated deposit to your Account; or
- assess any service charge otherwise applicable against any remaining balance in your Account.



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We are not responsible to you for any damages you may suffer as a result of your Account being closed. If you attempt to make a deposit to an Account we closed due to non-payment of an overdraft or otherwise, we may collect the deposit and setoff your indebtedness to us and collect a service charge from the amount you deposited. Any funds in excess of \$1.00 will be returned to you.

We reserve the right to refuse your request to close your Account, for various reasons, including, for example, if your Account is not in good standing. If you intend to close your Account, you should notify us. Simply reducing your Account balance to \$0.00 is insufficient notice and may result in additional fees charged to your Account. If you close your Account, you are responsible for transactions you initiated or authorized, including those that we receive after the Account is closed.

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 that includes your Account) is bought by another organization, that organization (or agency) will automatically become the custodian of your Account.

INVESTMENT OPTIONS

This is a Self-Directed account; you choose the investment(s) that will fund your account. Examples of investments not permitted in this Account are collectibles, life settlements, viaticals, single member LLCs and foreign real estate.

GoldStar shall receive reasonable compensation in accordance with its usual Schedule of Fees in effect, and as changed from time to time or as shall be mutually agreed upon for its ordinary and usual duties. Custodian shall also be entitled to reimbursement for all expenses incurred in connection with the Account. By mutual agreement, said compensation and reimbursements may be paid directly by Client, but if not paid when due, Client agrees that Custodian shall be able to satisfy any amount owed to it from the Custodial Property under this Agreement. We have the right to liquidate assets in your Account if necessary to make distributions or to pay fees, expenses, taxes, 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 to not hold us liable for any adverse consequences that result from our decision.

Mediation/Arbitration If a dispute arises out of or relates to this agreement, or the performance or breach thereof, the parties agree first to try in good faith to settle the dispute by mediation under the commercial mediation rules of the American Arbitration Association, before resorting to arbitration. Thereafter, any remaining unresolved controversy or claim arising out of or relating to this agreement, or the performance or breach thereof, shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any mediation or arbitration shall be conducted in Amarillo, Potter County, TX. The sole arbitrator shall be a retired or former judge of the Randall or Potter County District Courts. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

1. ADDITIONAL SELF-DIRECTED CUSTODIAL ACCOUNT TERMS AND CONDITIONS

This Custodial Agreement made by the account owner(s) listed (hereinafter referred to as "You" or "Client") appoints GoldStar to be custodian of Client's Account. Client appoints GoldStar (hereinafter all referred to as "Custodian") and/or GoldStar and/or "us" to be custodian and to hold or dispose of also securities and other properties (hereinafter referred to as "Custodial Property") that are delivered to Custodian and by Client or Client's Agent pursuant to this Agreement. Client agrees that Custodian acts solely as a custodian with respect to the Client's account, and not as fiduciary. All property delivered to Custodian at the time of execution of this Agreement, as well as all property which is hereafter purchased for Client's account or which may hereafter be delivered to Custodian for Client's account pursuant to this Agreement, together with the income attributable to the property, is made a part of this Agreement.

Custodian hereby agrees to accept and hold such monies, securities, and custodial property as may from time to time be delivered by Client to Custodian and to manage such Custodial Property solely at the direction of Client or any duly appointed Client's Agent and subject to the following terms:

- a. During the term of this Agreement, Custodian shall have custody and possession of the Custodial property and shall be charged with the duty of safely keeping the same. Custodian may for convenience take and hold title to Custodial Property or any part thereof in its own name or in the name of its nominee.
- b. GoldStar is not and will not be providing you with investment advice, including any recommendation(s), or offer any opinion(s) regarding the suitability of any security, order, transaction, strategy in your account, or monitor your investments or the appropriateness of your account or security level, or alert you to any recommended change to your investments, investments accounts, or services. In addition, GoldStar will not be providing you with any tax, legal or any other professional advice of any kind.
- c. Client agrees that any transaction executed through your Account will be solely based on your own research and decision and based on your own evaluation of your personal financial situation, needs, and investment goal(s).



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- d. Client may appoint a Designated Account Representative (hereinafter referred to as "Trading Representative") using the GoldStar Trading Authorization Form to document the appointment. Upon receipt of such notice, Custodian shall be entitled to accept any and all direction that is provided by the Trading Representative as though they were directions directly from Client. Custodian is not required to verify with Client any of the directions of the Trading Representative and shall cease to accept direction from the Trading Representative upon receiving written notice from Client. Custodian shall have a reasonable opportunity to act upon such notice. Unless modified in writing, upon appointment of a Trading Representative, said Trading Representative may take any and all action under this Agreement that has been reserved on behalf of Client.
- e. Client may appoint a Designated Account Representative (hereinafter referred to as "Account Representative") using the GoldStar Account Representative Form to document the appointment. Upon receipt of such notice, Custodian shall be entitled to provide the Account Representative with unlimited internet access to Client information and account statements, deposit confirmations, and such other information as requested from time to time. Custodian is not required to verify with Client any of the informational requests from the Account Representative and shall cease to accept direction from the Account Representative upon receiving written notice from Client. Custodian shall have a reasonable opportunity to act upon such notice. Unless modified in writing, upon appointment of an Account Representative, said Account Representative may be provided with all information and documentation regarding the Client's account.
- f. Custodian shall collect and receive any and all income derived from the Custodial Property and shall take actions necessary, including the execution of any instruments or conveyances for the safekeeping of the Custodial Property under the terms of this Agreement.
- g. Custodian shall collect and receive for Client all funds when Custodial Property may mature, be redeemed, or be sold. Custodian shall hold the proceeds of such transaction until receipt of written instructions from Client or its Representative. Custodian will use its best efforts to collect for Custodial Property at maturity and at dates of call for payment, but assumes no responsibility for its failure to do so.
- h. In the event that cash is received by Custodian for which there is no investment direction, Custodian shall, and is expressly authorized by Client, transfer said cash into an interest-bearing cash account at Centennial Bank ("cash sweep"). The cash sweep shall remain invested in an FDIC insured interest-bearing cash account, earning interest, which shall be posted to the account no less than monthly, until additional investment direction is received from Client. Absent or pending direction, such balances shall be invested in short-term investments offered by Happy State Bank. Although Client's excess cash is invested in short-term investments, it is always accessible should Client choose to invest in longer-term investments.
- i. Custodian shall make any purchase, sale, exchange, investment, or reinvestment of Custodial Property under this Agreement that Client may at any time in writing direct, provided that sufficient funds of Client are available for such transaction. Custodian shall have no responsibility with respect to any such purchase, sale, exchange, investment, or reinvestment, including, but not limited to, any act or omission of any broker selected to purchase or sell Custodial Property for the Account, except for failure to carry out the directions of Client.
- j. Custodian shall be under no obligation to forward any proxies, financial statements or other literature received by it in connection with or relating to Custodial Property held under this agreement. Custodian shall be under no obligation to take any action with regard to proxies, stock dividends, warrants, rights to subscribe, plans of reorganization or recapitalization, or plans for exchange of securities.
- k. Custodian may keep accurate records showing all receipts, disbursements, and other transactions involving this Account. All such records shall be the property of Custodian, but may be available for inspection, and for the making of copies, to Client, or to any person, which the Client may designate in writing, including Representative during Custodian's regular business hours.
- l. Custodian may provide access to Account records via the Custodian's Internet website at www.GoldStarTrust.com. A statement of receipts, disbursements and all Custodial Property of this Account shall be provided to Client at regular intervals as chosen by Client, refer to Account Fee Schedule.
- m. Client, its successors and assigns, are hereby held and firmly bound to save and hold harmless Custodian from charges, public and private, and from all litigation, groundless or otherwise, not arising out of Custodian's own willful misconduct or gross negligence, which it may incur or in which it may be concerned, arising out of the Custodial Property, this Agreement, or Custodian's assumption or performance of any of its duties hereunder; for all of which loss, costs, damages, expenses, charges, and litigation, as well as for its compensation hereunder. Custodian shall have a lien upon the Custodial Property.
- n. Prohibited use of your account: You may not use your Account to process transactions that are prohibited by law, including those prohibited by the Unlawful Internet Gambling Enforcement Act of 2006.
- o. This Agreement together with any attachments constitutes the entire agreement between the parties and supersedes any prior written or oral Account. It may only be amended in writing as provided herein. If any provision of this Agreement is or becomes invalid or contravenes applicable law, the non-offending provisions of this Agreement shall remain in full force and effect.
- p. If Client is not an individual, Client hereby warrants that the signers of this Agreement all have the proper authority to enter into the Agreement and that the business is in good standing. Client also agrees to produce evidence of such authority and good standing if requested by Custodian.
- q. Upon death of Client the assets in this account will be distributed as follows:
- Individual Account:** All assets in the account will be distributed to the estate of the Account owner.
- Transfer on Death (TOD):** All assets in the account will be distributed to the beneficiary named on the account.
- Joint Account with Right of Survivorship:** All assets in the account will belong to the survivor(s). If more than one account owner is surviving, the surviving account owner will own the account balance as joint tenants with right of survivorship.
- Joint Account as Tenants in Common:** Upon the death of any account owner his or her undivided pro-rata share of the Account will be distributed to his or her estate.
- r. This agreement shall also terminate upon the occurrence of the following events:
- Bankruptcy:** Filing of a petition in bankruptcy (by one of the Clients or by a creditor of the Clients);
- Termination:** Termination of Client.



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Dissolution: Dissolution of Client.

Incompetency: The legal incompetency of Client, if one individual, or any Clients, (if more than one individual), unless there is in existence a valid durable power of attorney or trust agreement authorizing another to succeed or act for Client with respect to this agreement.

If this Agreement terminates due to the filing of a petition in bankruptcy or as the result of the termination or dissolution of Client, Custodian shall deliver the Custodial Property to the Court appointed representative for Client. If no representative has been appointed by the Court, Custodian may deliver the Custodial Property to the person it deems to be an agent of the Client. Such delivery will release Custodian from any further responsibility for said Custodial Property. Notwithstanding a terminating event, the terms and provisions still apply.

- s. You represent that you and any beneficial owner(s) if signed in a representative capacity have complied, and you agree that you and any such beneficial owner(s) will comply so long as this Agreement is in effect, with all applicable laws related to (1) the assets deposited, acquired or otherwise held in any securities account held at GoldStar and (2) any other transaction you enter into with GoldStar or its affiliates. You further agree and acknowledge that you and any beneficial owner(s) if signed in a representative capacity are responsible for timely paying any taxes owed to any tax authority and for timely filing all relevant tax returns in relation to assets held in any securities account at GoldStar now or in the future or any other transaction you entered into with GoldStar or its affiliates.
- t. **You acknowledge that it is your sole responsibility to adhere to any investment policy statement or similar document that applies to you and your account(s). You further acknowledge that, in connection with your GoldStar account(s), GoldStar shall not have any responsibility to review or monitor your statements or transactions.**

2. ADDITIONAL TERMS AND CONDITIONS:

- a. **Disputes Concerning Your Account.** If we are ever uncertain when faced with a possible claim or demand for funds in your Account, or if there is any controversy, dispute or uncertainty regarding the ownership of an Account or its funds, or if there are conflicting demands over its ownership or control, or if there are any conflicting instructions or demands received from those authorized to transact on the Account or who otherwise claim an interest in funds in the Account, or if we are unable to determine any person's authority to give us instructions, or if a third party questions your authority or claims ownership of your Account and claims some or all of the Funds in the Account, or we believe a transaction may be fraudulent or may violate any law, or if we face any other possible controversy, disputes or uncertainty regarding a possible claim to funds in an Account, we may refuse to pay any funds to anyone until we are satisfied that the controversy, dispute or uncertainty is resolved, or we may continue to honor the authority of Account owners and authorized signers as reflected on our records. Under such circumstances, GoldStar may decide not to allow any further transactions to be made with regard to an Account to allow it time to try to determine who has rights with regard to the Account and or funds in the Account. If all parties do not agree to a certain course of conduct or resolution or if GoldStar believes that the Account may be subject to irregular, unauthorized, fraudulent, or illegal activity, GoldStar may undertake various possible actions. Specifically, we may, in our sole discretion: (1) freeze the Account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the Account and its funds and/or confirmation that no one else is claiming the funds; (2) freeze some or all of the funds in the Account and in other accounts you maintain with us, and/or delay transactions, until such time as we are able to complete our investigation of the suspected fraudulent, unauthorized, or illegal transactions (3) refuse transactions or return items or funds to the originating source; (4) require the signatures of all Account owners or authorized signers for the withdrawal of funds, the closing of an Account, or any change in the Account regardless of the number of authorized signers on the Account; (5) interplead or pay or offer to pay the Account balance to a court of appropriate jurisdiction, naming all of the claimants to the Account as defendants in an interpleader action (you agree to reimburse us for all expenses we incur in an interpleader action, including attorney's fees and costs, and we may obtain reimbursement of those expenses from any Account you have with us without notice to you); (6) return funds to where they came from; or (7) continue to honor other instructions given to us by persons who appear as owners or authorized signers according to our records. If we do freeze or otherwise place a hold your Account funds or delay transactions, we will provide notice to you as soon as reasonably possible. Notice may be made by mail, email or verbally or be provided by other means such as via online means or text alerts as permitted by law or by updated balance information. We may not provide this notice to you prior to freezing the account or delaying transactions if we believe that such notice could result in a security risk to us or to the owner of the funds in the Account. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction. We will not be responsible for any damages you may suffer as a result of our freezing the Account or our refusal to allow you or anyone else to do transactions or to use or withdraw funds due to the controversy, dispute, or uncertainty or our allowing any existing owner or authorized signer to continue to conduct transactions on the Account during the controversy, dispute or uncertainty. You also hereby agree to indemnify GoldStar and pay all of Company's attorneys' fees, costs and expenses it incurs as a result of such a demand or dispute, including attorneys' fees and costs in responding to a subpoena or similar requests. You agree to cooperate in identifying potential claimants in a dispute. You agree to cooperate in an interpleader proceeding, if necessary. You agree to try to work out possible disputes with other possible claimants. If we are uncertain what to do, we may freeze an Account until we are satisfied that there are no possible future issues and or claims that could arise.
- b. **Fiduciary Accounts.** General. Generally, a fiduciary is someone who is appointed by court or by contract or otherwise by law to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds, and we have no obligation to supervise or monitor transactions on fiduciary Accounts, including, but not limited to, custodial Accounts, Accounts for estates, conservatorships, guardianships, trusts, and representative payees. A fiduciary Account may be opened and maintained by a person or persons named as a trustee under written trust agreement, or as executors, administrators, guardians, or conservators under court orders, or for representative payee capacity. If there is more than one fiduciary, regardless of the terms of the fiduciary relationship, each fiduciary shall be deemed to have independent transaction authority on the Account for purposes of transacting on the Account or otherwise conducting business with GoldStar. You understand that by merely opening such an Account, we



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are not acting in the capacity of a fiduciary or trustee in connection with the fiduciary relationship nor do we undertake any obligation to monitor or enforce the terms of the fiduciary relationship. To the maximum extent permissible under applicable law, we have no responsibility or obligation to supervise or monitor the transactions within fiduciary accounts (including, but not limited to, estate accounts, guardianship accounts and trust accounts), or to inquire as to the powers or duties of the Account owners or signors. In the event of the appointment and qualification of any successor fiduciary GoldStar may require such successor fiduciary to deliver to GoldStar an affidavit of succession or such other document acceptable to GoldStar certifying to GoldStar that such person is the duly appointed, qualified, and serving successor fiduciary, and GoldStar shall be entitled to rely thereon without further inquiry and shall be fully protected in relying on such. Notwithstanding the lack of any duty of GoldStar so to further inquire, GoldStar may nevertheless make such further inquiry as to the identity and qualification of a fiduciary or successor fiduciary as it deems appropriate in its sole discretion, and by further inquiring, GoldStar shall not be deemed to have assumed any duty. GoldStar may additionally require a fiduciary or successor to execute and deliver a certification as to the fiduciary's authority to act in a form acceptable to GoldStar. Each fiduciary and successor fiduciary agrees to give prompt notice to GoldStar in the event that any fiduciary or successor fiduciary resigns or is removed or if any additional fiduciary is appointed or becomes empowered to act as fiduciary. We have no duty to monitor the Account in any way.

- c. **Indemnification by Fiduciaries.** IF THE ACCOUNT IS A FIDUCIARY ACCOUNT (INCLUDING, BUT NOT LIMITED TO, CUSTODIAL ACCOUNTS, AND ACCOUNTS FOR ESTATES, CONSERVATORSHIPS, GUARDIANSHIPS, TRUSTS, AND REPRESENTATIVE PAYEES), YOU, THE FIDUCIARY, AGREE IN YOUR INDIVIDUAL CAPACITY TO INDEMNIFY US AND HOLD US HARMLESS FROM ANY LOSS, COSTS, DAMAGE, LIABILITY, OR OTHER EXPENSE WE MAY SUFFER OR INCUR ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCOUNT OR ANY CLAIM BY A BENEFICIARY OR OTHER PARTY RELATED TO THE AUTHORITY OR ACTIONS TAKEN BY YOU IN CONNECTION WITH THE ACCOUNT, WHETHER RESULTING FROM OVERDRAFT, ERROR IN YOUR FAVOR, RECLAMATION BY ANY GOVERNMENTAL PAYOR, ANY DISPUTE WITHIN THE SCOPE OF THIS AGREEMENT OR ANY OTHER REASON. IN THE EVENT OF ANY SUCH LOSS, WE MAY ENFORCE THE FOREGOING INDEMNITY BY SETTING OFF THE AMOUNT OF SUCH LOSS AGAINST (OR BY EXERCISING ANY SECURITY INTEREST WE MAY HAVE IN) ANY OTHER ACCOUNT WITH US IN WHICH YOU, THE FIDUCIARY, HAVE AN INTEREST (UNLESS YOUR INTEREST IN SUCH ACCOUNT IS ONLY AS A FIDUCIARY), AND WE WILL NOT BE LIABLE TO YOU OR TO ANYONE ELSE FOR THE DISHONOR OF ANY ITEM OR ORDER ON SUCH OTHER ACCOUNT WHICH RESULTS FROM SUCH SETOFF OR EXERCISE OF OUR SECURITY INTEREST.

d. **Notices.**

From Company to You. Any notice we send you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Alternatively, any notice we send to you is effective, at our option, when we send or otherwise make such notice available to you in accordance with any other method with which you have agreed including, as it relates to amendments of this Agreement, any means or method described herein. Subject to applicable law, you agree that we may also send notices and communications to you electronically, if you provide us with an email address, and you are required to notify us promptly upon any change in your email address. Any notice we send to an email address you provide us is effective, even if it is later returned to us as undeliverable. If your Account is a multiple-party Account, notice to any of you is notice to all of you.

From You to Company. Unless otherwise set forth in this Agreement, notice from you to us must be in writing. Any notice from you to us will not be deemed received by us until it is received by one of our representatives who is authorized to act on such notice. In the event we are required by law or this Agreement to act on any notice you give us, you agree that we will be allowed reasonable time to act on your notice. Notice from any one of you may be considered by us to be notice from all of you. You can find the contact information online at www.goldstartrust.com or by calling 800-486-6888. Any written notice you give us is effective when it is received by a representative of GoldStar who is authorized by us to consider and act on your notice, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If fail to act or otherwise delay in acting on any notice from you, such delay or failure does not constitute our acceptance, or acknowledgement of, or agreement or consent to the terms or substance of your notice.

e. **Statements; Duty to Review and Promptly Report.**

1. **Periodic Statements.** Periodic statements for your Account will be made available for you online at quarterly intervals unless we specify to you another interval period when you open your Account or thereafter. Additionally, GoldStar can make your statements available through other means for certain Accounts, along with additional fees. You agree that the statement and items all have been made available to you in a reasonable manner. If you cannot for some reason review online or if you do not receive a periodic statement, please contact GoldStar promptly and request a duplicate copy. You can contact GoldStar by calling 800-486-6888. GoldStar will not know that you have not received a statement and thus it is up to you to contact GoldStar to get a periodic statement if you have not received one. Otherwise, GoldStar will presume that you received your statement. You will have 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 will be deemed correct and accurate, and we will have no further liability or obligation for such documents, statements, other information, or the transactions described therein.
2. **Mailing and Availability.** Periodic statements will be available for you to review online free of charge. Such statements or any other notice or communication may be mailed to you at the address shown in our records for an additional fee. However, we may not mail any Account information to an address that the U.S. Postal Service has informed us is "undeliverable" or otherwise invalid. Periodic statements or any other notice or communication, may be delivered to you electronically if you have agreed to receive such notices and communications electronically. You agree to give us written notice of any change or your address or email address. Notify us promptly if you do not receive your statement or other documents by the date you normally would expect to receive it. Any Account owner, authorized signer or other person authorized to act on your behalf may change the mailing or email address for your Account. Notice to any one Account owner shall constitute notice to all Account owners in a joint Account. We may make statements, notices, or other communications available to you by holding all or any of these documents for you or delivering all or any of



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these documents to you, in accordance with your request or instructions. If we hold statements or notices to you at your request or because you fail to provide us with a current address, they will be deemed delivered to you when they are prepared (for held statements), mailed (for returned mail), or when sent or otherwise made available to you by electronic means.

3. **Your Duty to Timely Report Errors, Unauthorized Transactions or Any Other Irregularities.** Since you are the person most familiar with your own banking activity, the Company will be relying on you to review the periodic statements and confirm whether there is possible unauthorized activity. In a situation where alleged unauthorized activity has occurred, the Company is expecting you to be reviewing your monthly or periodic banking information to try to detect any possible alleged unauthorized activity as early as possible to stop such transactions and to prevent possible new alleged unauthorized activity from occurring. You are the best person to review your current banking records and confirm if transactions are possibly unauthorized. Our records regarding your Accounts will be deemed correct unless you timely establish with us that we made an error. It is essential that any Account errors of any kind, including missing deposits, improper deposits or credits, unauthorized transactions, fraudulent transactions, unauthorized wire transfers or other unauthorized funds transfers, unauthorized signatures, unauthorized or forged indorsements, forgeries, encoding errors, disbursements due to oral banking transactions, posting errors (such as debits or credits posted twice, debits posted as credits or credits posted as debits), unauthorized or disputed fees (of any kind), or any other improper transactions, debits, credits or disbursements on your Account (collectively referred to as exceptions) be reported to us as soon as reasonably possible and not to exceed sixty (60) days after we send or otherwise make the statement or notice available to you. Otherwise, we will not be liable for the exceptions. You agree that you will carefully examine each Account statement or notice you receive and report any exceptions to us promptly after you receive the statement or notice. You agree to act in a prompt and reasonable manner in reviewing your statement or notice and reporting any exceptions to us. If you do not report an exception to us within sixty (60) days after we send or otherwise make the statement or notice available to you, you agree that we will not be liable to you for any loss you suffer related to that exception, and that you cannot later dispute the transaction amounts and information contained in the statement. This means that, if you do not report exceptions to us within sixty (60) days after we send or make the statement or notice available to you, we will not reimburse you for any such disputed amounts or any loss you suffer, including, but not limited to, any amounts lost as a result of paying any unauthorized, forged, or altered items, alleged unauthorized wire transfer of funds, or allegedly improperly paying any other debits or credits of any kind, including without limitation, any item or exceptions. Except as provided by applicable law, you also agree that we will not be required to reimburse you for any exceptions caused by your own negligence.
4. **How to Report Such Possible Exceptions, Errors or Other Irregularities.** If you find any unauthorized disbursements, transactions, or exceptions, or suspect that a transaction may be unauthorized or questionable, you must contact us as soon as possible. You can contact GoldStar by calling 800-486-6888 or emailing info@goldstartrust.com. You need to specifically report each and every unauthorized disbursement, transaction, or exception. A general reference to fraud is not sufficient. You will be asked to execute an affidavit or a similar document for each disputed disbursement, transaction or exception. To be clear, you must identify each unauthorized disbursement, transaction or exception, instead of merely making a vague reference to some unauthorized disbursement, transaction or exception. You will need to cooperate with GoldStar's fraud department or other personnel, and you will likely be asked to execute paperwork regarding the unauthorized transactions or exceptions. GoldStar must receive your documentation within ten (10) days following your notice to us of the alleged unauthorized activity specifically describing and identifying the unauthorized transactions or exceptions, as you must particularly describe the fraud in writing. You agree that you will not bring any legal action against GoldStar unless and until you have first provided the documents referenced in this section. If you do not do so, we are not liable to you for subsequent losses or damages on the Account due to forgery, fraud or other unauthorized use. When you open a new Account, you may need to notify any third parties that need to know your new Account number. If you believe fraud occurred, you may decide to file a police report and ask for the prosecution of the person responsible for same, in which case you agree to provide us with a copy of such report and cooperate with us in any investigation or any legal action instituted against such person. You will indemnify and hold us harmless from any liability arising out of or in any way connected with any arrest or prosecution in the event that the representations of fact you provide us or in a police report are false. You agree to pursue all rights you may have under any insurance coverage you maintain before making a claim against us in connection with any transaction involving your Accounts or your checks or other withdrawal orders and other exceptions and irregularities, and to provide us with all reasonable information about your coverage, including the name of your insurance carrier, policy number, policy limits and applicable deductibles. Our liability is reduced by the amount of all insurance proceeds you receive or are entitled to receive. At our request, you agree to assign to us your rights under your insurance policy.
- f. **Online Access.** Where online access to your Account has generally been made available to you, for purposes of your duty to examine your statements and Account activity and report exceptions, irregularities, errors, discrepancies, or unauthorized items, your statements and items will be deemed "**made available**" to you the day such items, disputed amounts, or transactions first appear on our online services, whether you accessed your Account information via online means or not, but in any event not later than sixty (60) days after your periodic statement is first made available to you as discussed herein.
- g. **Unauthorized Activity by the Same Wrongdoer(s).** If you have entrusted someone else to do activity with regard to your Account or if your Account information has been compromised, and if the same wrongdoer(s) begins conducting transactions against your Account, you are prohibited from asserting a claim based on any additional unauthorized activity of any kind, including any and all unauthorized exceptions that are done by the same person, that occurs more than sixty (60) days after GoldStar mailed posted online or otherwise made available to you the Account statements that contained a description of that person's first unauthorized, forged or altered item or transaction, error, irregularity, or exception, or any other alleged unauthorized activity that caused the disbursement to be debited from your Account. Since the periodic statements show all transactions made and/or disbursements out of your Account, you should be able to detect whether or not you made a transaction and/or disbursement out of your Account by reviewing the Account statement, and if you do not timely report alleged unauthorized transactions made and/or disbursements by the same person, you remain free to try to recover any losses from that person, but you are prohibited from recovering such losses against GoldStar. Plus, if the same person



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causes any other unauthorized activity, for example, such as unauthorized deposits, we will not be liable for any future losses (regardless of how made) if you failed to initially discover or report the unauthorized activities within 60 days of the first unauthorized transaction, error, irregularity, or exception.

- h. **Dual Control.** You agree that to try to prevent possible fraud, to the extent possible, you will maintain dual control over monitoring activity in reviewing the periodic statements. For example, if the Account has two or more authorized signers or is a non-consumer Account, you agree to have two different people reviewing the information and prior transactions to verify the authenticity of same.
- i. **Power of Attorney.** Unless required by applicable law, we reserve the right to not accept any power of attorney presented to us. If we accept a power of attorney, we may require evidence of the attorney-in-fact's authority to act under it as well as such affidavits, opinions of counsel, medical opinions, or indemnifications we deem appropriate. If we accept a power of attorney in connection with a specific request, we still reserve the right to refuse to accept it for any subsequent request, subject to applicable law. If we accept a power of attorney, we may continue to honor the transactions of an agent under a power of attorney until: (a) we have received written notice or have actual knowledge of the termination of the authority granted under the power of attorney or the death of the principal; and (b) we have had a reasonable opportunity to act on that notice or knowledge. We are not required to monitor the action of your agent under a power of attorney or to determine whether the agent is acting within the scope of the power of attorney. All actions taken by your agent under a power of attorney are binding on you, and you agree not to hold us responsible for any loss or damage any Account owner may incur as a result of our following instructions given by a purported agent acting under any purported power of attorney we reasonably determine is valid. To the fullest extent allowed by law, you agree to indemnify GoldStar for any wrongful act or use of a power of attorney by an attorney-in-fact acting on your behalf. Except as required by the applicable law, we may require that a power of attorney be executed on a form acceptable to us, that the power of attorney contain language satisfactory to us or that the attorney-in-fact present the original power of attorney before we honor the orders or instructions of the attorney-in-fact. We may restrict the types and dollar amount of transactions an attorney-in-fact may conduct. We may terminate acceptance of a power of attorney at any time and for any reason and without notice to any Account owner or any other person. If we honor the orders and instructions of the attorney-in-fact, Account transactions conducted by the attorney-in-fact and the instructions and orders of the attorney-in-fact are binding on all Account owners. We assume no duty to monitor the actions of your attorney-in-fact to ensure that (s)he acts for your benefit. We are not required to accept a durable power of attorney if GoldStar would not otherwise be required to engage in a transaction with the principal under the same circumstances. This includes a circumstance in which the agent seeks to establish a customer relationship with GoldStar under the power of attorney when the principal is not already a customer of GoldStar or expand an existing customer relationship with GoldStar under the power of attorney or acquire a product or service under the power of attorney that GoldStar does not offer. We may also refuse to accept a durable power of attorney if engaging in the transaction with the agent or with the principal under the same circumstances would be inconsistent with another law of the state or a federal statute, rule or regulation, or be inconsistent with a request from a law enforcement agency, or be inconsistent with a policy adopted by GoldStar in good faith as necessary to comply with another law of the state or a federal statute, rule, regulation, regulatory directive, guidance, or executive order applicable to GoldStar. We are also not required to accept a durable power of attorney if GoldStar would not engage in a similar transaction with the agent because the person or an affiliate of GoldStar has filed a suspicious activity report with respect to the principal or agent or believes in good faith that the principal or agent has a prior criminal history involving financial crimes, or has had a previous, unsatisfactory business relationship with the agent due to or resulting in a material loss to GoldStar, financial mismanagement by the agent, or is engaged in litigation between GoldStar and agent or if multiple nuisance lawsuits have been filed by the agent. We may also refuse to accept a power of attorney if we have actual knowledge of the death of the principal or termination of the agent's authority or the power of attorney before the agent's exercise of authority under the power of attorney. We may also refuse to accept a power of attorney if we received information that leads GoldStar to believe that the principal lacked the capacity to execute the power of attorney at the time of its execution. We may also refuse to allow use of a power of attorney if the agent refuses to comply with the request for certification, opinion of counsel, or translation, or if the agent complies with one or more of those requests, GoldStar in good faith is unable to determine the validity of the power of attorney or the agent's authority to act under the power of attorney because the certification, opinion, or translation is incorrect, incomplete, unclear, limited, qualified, or otherwise deficient in a manner that makes the certification, opinion, or translation ineffective for its intended purpose, as determined in good faith by GoldStar. We may also refuse to accept the power of attorney regardless of whether an agent's certification, opinion of counsel, or translation has been requested or received by us if we believe in good faith that the power of attorney is not valid, the agent does not have the authority to act as attempted, or the performance of the requested act would violate the terms of business entities governing documents or an agreement affecting the business entity including how the entity business is conducted. We may also refuse to accept a power of attorney if a person has commenced, or GoldStar has actual knowledge that another person commenced, a judicial proceeding to construe the power of attorney or review the agent's conduct and that proceeding is pending. We may also refuse to accept a power of attorney if we have knowledge that someone has commenced, or has actual knowledge that another person commenced, a judicial proceeding for which a final determination was made that found the power of attorney invalid with respect to a purpose for which the power of attorney is being presented for acceptance, or the agent lacked the authority to act in the same manner in which the agent is attempting to act under the power of attorney. We may also refuse a power of attorney if GoldStar has made, or has actual knowledge that another person has made, a report to a law enforcement agency or other federal or state agency stating a good faith belief that the principal may be subject to physical or financial abuse, neglect, exploitation, or abandonment by the agent or a person acting with or on behalf of the agent. We may also refuse to accept a power of attorney if GoldStar receives conflicting instructions or communications with regard to a matter from co-agents acting under the same power of attorney or from agents acting under different powers of attorney signed by the same principal or another adult acting for the principal. We may also refuse to accept the durable power of attorney if per the law of the jurisdiction that applies in determining the power of attorney's meaning and effect, or the powers conferred under the durable power of attorney that the agent is attempting to exercise are not included within the scope of activities to which the law of that jurisdiction applies. We may also refuse to accept a springing power of attorney, especially if GoldStar cannot determine to its satisfaction whether the contingency triggering the effectiveness of the power of attorney has occurred. We may also refuse to accept a power of attorney if it expires at some point in the future, particularly where the expiration is contingent on an event the occurrence of which GoldStar would have no knowledge. If GoldStar originally



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accepts a power of attorney and if facts or circumstances change, GoldStar reserves the right to refuse to honor the power of attorney for future requests to conduct business under the power of attorney in the future without incurring liability to you, and GoldStar has absolute discretion in making this decision. GoldStar also may require additional information or documentation from you or the attorney-in-fact that we deem to be sufficient, again in GoldStar's sole and absolute discretion. GoldStar may require you or the attorney-in fact to satisfy any questions or concerns it may have regarding a power of attorney submitted to GoldStar.

- j. **Abandoned, Inactive, or Dormant Accounts; Escheatment.** If you do not use your Account or notify us as required herein of your current contact information, or if statements or notices we send to you are returned undelivered, we may presume your Account and deposits are abandoned after the passage of time specified by applicable law. We may also consider your Account dormant or inactive in accordance with our internal policies and procedures or the applicable state law governing your Account. Unless prohibited by applicable law, abandoned and dormant Accounts are subject to reasonable service charges in addition to any other charges applicable to your Account, which we may deduct or offset from your Account. If your Account is deemed inactive or dormant under our policies and procedures or applicable state law, we also may refuse to pay items drawn on or payable out of the Account, stop sending Account statements (but such statements would still be made available to you online), or stop paying interest on the Account. Ask us if you want further information about the period of time or type of inactivity that will cause your Account to be inactive, dormant, or otherwise abandoned as different states could have different rules. Accounts that are presumed abandoned may be escheated to the state in which the Account is maintained or in the state of the last known address, subject to applicable law. Once the funds are escheated to the state, we are no longer liable or responsible for the funds, and you must pursue recovery of such funds solely from the state to which they were escheated. You may or may not be able to get some or all of the funds back from the state to which they are surrendered, and you will likely have to pay additional fees or costs to get back such funds. You agree that GoldStar is not liable to you for any funds that escheat to a state whether voluntarily or in response to an audit by or on behalf of state agency charged with enforcement of its escheatment laws.
- k. **Death or Incompetence.** You agree to notify us promptly in writing if any person with a right to withdraw funds from your Account(s) dies or is adjudicated incompetent. We will presume you or anyone acting on your behalf or acting on behalf of a co-owner or authorized agent for the Account is competent unless we receive notice of an adjudication of incompetency from a court, even if a Company employee has personal knowledge of your possible incompetency and even if we receive documentation from a medical doctor. We may continue to honor your checks, items, and instructions until we receive such written notification or until ordered otherwise by a person claiming to have an interest in the Account, GoldStar receives evidence satisfactory to it that such order or request is valid, and GoldStar has a reasonable opportunity to act on such order or requests.
- l. **Legal Actions Affecting Your Account.** We may comply with any "legal process" such as, without limitation, a writ of attachment, execution, garnishment, levy, restraining order, subpoena, seizure, warrant, administrative order (including child support orders), or other legal process which we believe (correctly or otherwise) to be valid. Please understand that such legal process is the result of a third-party undertaking such actions, and GoldStar may need to freeze your Account or take the requested action contained in the legal process documents sent to GoldStar. We may place a hold on an Account or freeze some or all of the funds in an Account while we investigate the legal issues and take action we deem necessary to comply with same. It is your responsibility to obtain your own attorney to review and protect your rights and to take action to respond to the legal process to obtain the revocation or withdrawal of the legal process provided to GoldStar. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the legal process, we may charge such costs to your Account, in addition to our minimum legal process fee. You agree to reimburse us for any cost or expense, including attorney fees, which we incur in responding to legal process related to your Accounts. We may not pay interest on any funds we hold or set aside in response to legal process. You agree that we may honor legal process that is served upon GoldStar regardless of the method of service or where your Account or records are maintained. If a bankruptcy or similar proceeding is filed by or against any Account owner, we may place an administrative hold on all or part of the Account balance in which that particular Account owner has an interest while we investigate and or pursue any legal action we deem necessary in connection with the bankruptcy filing. Any legal process we receive is subject to our right of setoff and terms of any security interest we have in the Account. You acknowledge that Accounts opened with trust or fiduciary designations (e.g. XYZ, Inc. - Client Trust Account) may be subject to levies and other legal process against your property unless our records clearly reflect the existence of an express written trust or court order. If GoldStar feels that it needs to take actions to freeze an Account, disburse money from an Account, or provide requested documents, it is your responsibility to obtain a court order to stop GoldStar from taking the requested actions. Even if a court agrees with your position, GoldStar can still undertake its own actions, including possibly interpleading or initiating a similar proceeding or requiring an agreement to be reached by all of the parties or claimants involved in the dispute. Notwithstanding any and all of the above, we may do any of these things without advance notice to you and even if the legal process involves less than all of the signers or owners of an Account. Additionally, legal process served on GoldStar will likely cause GoldStar to decide that there are conflicting demands or disputes to the funds in the Account, and GoldStar can also undertake the other actions identified herein where GoldStar is receiving conflicting demands regarding an Account. You agree that we will not be liable to you or to any other person for acting or not acting on any such legal process or for acting or not acting on the directions of any such representative or for placing or not placing temporary or permanent holds, and you indemnify us from and against any and all claims arising from or in any way relating to such action or inaction.
- m. **Duty of Care.** You agree that no special relationship exists between you and GoldStar and that GoldStar owes you no fiduciary duty or heightened duty of care.
- n. **Security.** It is your responsibility to protect the Account numbers, passwords, and access devices (e.g., mobile phones, tablets, and computers) provide for or used in connection with your Account(s). Do not discuss, compare, or share information about your Account number(s) or credentials with anyone unless you are willing to give them full use of your money. If you furnish such information or access device to another person (for example, a family member, friend, bookkeeper or coworker, etc.) to conduct transactions, you are liable for transactions done by such person, regardless of whether the actions taken by such third party exceed the authority given. You must also take precautions in safeguarding your Account information and access devices. Notify us at once if you believe your Account information or access devices have been compromised. As between you and us, if you are negligent



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in safeguarding your Account information or access devices, to the maximum extent allowable by applicable law, we may require you to bear the loss entirely yourself or at least share the loss with us.

- o. **Indemnification.** In addition to the indemnification protections addressed elsewhere in this Agreement, if we take action in reliance on instructions or orders provided by you or anyone with authority to act on your behalf, or if we take any actions permitted under this Agreement, or if you breach any warranty provided in this Agreement or otherwise provided by law, and we incur any loss, damage, liability, cost or expense (including attorneys' fees and costs), resulting from any demand, action, suit, claim, or proceeding brought or made by any party, you hereby release us from any claims and indemnify and hold us harmless from and against any such liability, loss damage, cost or expense.

Additional General Indemnification. Except as otherwise set forth in this Agreement, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including without limitation, attorney fees and costs) related to or arising out of: (a) your actions and omissions in connection with your Accounts or our services; and (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.

LIMITATION OF LIABILITY AND OR WAIVER OF RIGHT TO PROCEED AGAINST US FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

BY ENTERING INTO THIS AGREEMENT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU WAIVE THE RIGHT TO RECOVER, AND AGREE THAT WE SHALL NOT BE LIABLE FOR SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES FOR ANY ACTION OR INACTION ON OUR PART REGARDING YOUR ACCOUNT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU DO NOT AGREE TO THIS TERM, NOTHING PREVENTS YOU FROM ENDING YOUR RELATIONSHIPS WITH US. In other words, you expressly agree that damages in respect of any breach or wrongful conduct (whether or not the claim therefore is based on contract, tort, or other duty imposed by law), in connection with, arising out of, or in any way related to the transactions contemplated by this Agreement, or any Accounts, item, or instrument related to this Agreement, or any act or omission or event occurring in connection herewith or therewith shall be limited to your or our actual damages and shall not include any special, indirect, consequential, or punitive damages.

- a. **Force Majeure.** We are not liable to you or any other party for loss or damage to you by our failure to perform any obligations to you under the Agreement or applicable law if such failure arises out of or in any way relates to reasons beyond our reasonable control, including, but not limited to, natural disasters, acts of God, pandemics, war, civil unrest, terrorism, internet or telecommunications failures, system failures, computer failures, electrical outages, fire, flood, hurricane, earthquake or other catastrophe.
- b. **Severability.** If any one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable for any reason, in whole or in part, such holding shall not invalidate or render unenforceable any other provisions of this Agreement. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders unenforceable any provision hereof and to the extent that such waiver is not permitted by applicable law, the parties intend that such provision be interpreted as modified to the minimum extent necessary to render such provision enforceable.
- p. **Accountholder Data Security** - In general, the accountholder is responsible for having appropriate systems in place to prevent computer fraud, computer hacking or otherwise allow your account information to be compromised. The Accountholder will take all reasonable steps to make certain that its computers are protected from unauthorized access or use, and in an event of any unauthorized access or use, the Accountholder will take all reasonable steps to immediately inform GoldStar of the security breach. If the Accountholder or agent(s) has reason to believe that any User IDs, passwords, and any additional personal identifying information has or may have become known by unauthorized persons, the Accountholder shall immediately notify GoldStar by telephone and confirm such oral notification in writing to GoldStar within twenty-four (24) hours of the oral notification. To the maximum extent permitted by applicable law, the Accountholder will be solely liable for all transactions, including distribution instructions and other directions, initiated before GoldStar has received such notification and has had a reasonable opportunity to act on such notification.

The Accountholder agrees to promptly report to GoldStar any suspected errors, forgeries, improper distributions, unauthorized signatures, alterations or other irregularities concerning the account. If no report or notification is promptly made to GoldStar per this Agreement, the Accountholder may be precluded from contesting payments from the Accountholder's account by asserting such error, forgery, unauthorized signature, fraudulent transfer, or other irregularities against GoldStar, and the Accountholder will be deemed to have accepted the transactional activity and the account balance reported as correct.

Accountholder agrees that it is the Accountholder's responsibility to inform GoldStar in a reasonably prompt manner that the Accountholder has not received the Accountholder's account statement; that it is the Accountholder's duty to update the Accountholder's email address when it changes by contacting GoldStar; and, to act in a prompt and reasonable manner in reviewing the Accountholder's statement or notice and reporting any exceptions to GoldStar. If the Accountholder does not timely report an exception to GoldStar within sixty (60) days of when GoldStar sends or otherwise makes the statement or notice available to the Accountholder, the Accountholder agrees that GoldStar will not be liable to the Accountholder for any loss the Accountholder suffered related to that exception, and that the Accountholder cannot later dispute the transaction amounts and information contained in the statement. Except as provided by applicable law, the Accountholder also agrees that GoldStar will not be required to reimburse the Accountholder for any exceptions caused by the Accountholder's own negligence.



CUSTODIAL ACCOUNT INVESTMENT DIRECTION

701 S Taylor LB 110
Amarillo, TX 79101
(800) 486-6888
Fax (806) 655-2490
forms@goldstartrust.com

Please complete all information for your investment to avoid a delay in processing. This form contains important disclosures about your duties and responsibilities with regard to holding a publicly traded asset, precious metals, private placement or nonstandard asset within your self-directed Custodial Account. GoldStar Trust Company ("GoldStar" or "we") does not offer investment advice and does not buy or sell investment products. All publicly traded stock and mutual fund trade directions must be received by 12 PM CST, or 1 hour prior to market closing on shortened trading days, in order to be executed before close of market. All investment directions received after the cut-off time will be executed the next business day. Please refer to the Fee Schedule or call GoldStar for any applicable fees regarding this investment.

PART 1. GOLDSTAR ACCOUNT OWNER

Name(s) _____ Account Number _____

Email Address _____

PART 2. INVESTMENT DIRECTION

Type of Investment (check one)

- ☐ Limited Liability Company (LLC)
Limited Partnership (LP)
- ☐ Publicly Traded Stock
(All security orders are placed at Market Orders.)
- ☐ Secured Promissory Note/Convertible Note/
Corporate Debt Note/Debenture
- ☐ Closely-Held Stock (C-Corp)
- ☐ Structured Settlement
- ☐ Other: _____
(Non-Traded REIT, Loan or Extension Fund, etc.)
- ☐ Mutual Fund (If this is your first mutual fund purchase through GoldStar, the process of establishing a fund account may take up to 10 business days. If you have previously invested in mutual funds, but are choosing a new fund to invest in, the process may take up to 5 business days.)
- ☐ Precious Metals: Dealer _____ Representative _____
(Only one depository can be used to store metals per account. Once a depository is chosen, it will be the default for future transactions. If a depository is not indicated, the default depository will be Delaware Depository - Delaware. If a storage option is not indicated, commingled storage will be the default storage option.)

<input type="radio"/> Delaware Depository® - Delaware (Depository Trust Company of Delaware, LLC) Location: Wilmington, DE	<input type="radio"/> IDS of Delaware (International Depository Services) Location: New Castle, DE	<input type="radio"/> Texas Precious Metals Depository (TPMD) Location: Shiner, TX	<input type="radio"/> A-M Global Logistics, LLC (AMGL) Location: Las Vegas, NV
<input type="radio"/> Segregated Storage (All Gold, Platinum and Palladium products; and 1000 oz. Silver Bars)	<input type="radio"/> Segregated Storage (All Gold, Silver, Platinum and Palladium) (All Gold, Silver, Platinum and Palladium)	<input type="radio"/> Segregated Storage (All Gold, Silver, Platinum and Palladium)	<input type="radio"/> Segregated Storage (All Gold, Silver, Platinum and Palladium)

Additional fees apply to the Segregated Storage option. Please call GoldStar for any applicable fees regarding either storage option for your precious metals investment. All fees, including those past due, must be paid before any applicable transactions will be processed.

TRANSACTION ELECTION

Transaction Type: ☐ New Purchase ☐ Additional Purchase (Investment already held in account) ☐ Liquidate/Sell
Current Asset Number _____

Investment Name (Specify exact name) _____

Amount \$ _____ or ☐ All Funds Available (If allowable by Asset Sponsor)

Ticker Symbol _____ Number of Shares/Units (Required for Publicly Traded Stocks) _____

Class of Shares/Units (If applicable) _____ Price per Share/Units \$ _____ Ownership Interest _____ %



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PART 3. PAYMENT INSTRUCTIONS FOR PURCHASERS *(if applicable)*

Incomplete payment instructions may delay the processing of your investment until such instructions are received.

☐ Check if payment instructions are included in the Subscription Agreement

Investment Firm _____ Phone Number _____

Investment Firm Address _____

Bank Name _____ Phone Number _____

Bank Address *(physical required)* _____

Routing/ABA Number *(must be 9 digits)* _____ Bank Account Number _____

All assets should be registered as follows:

Tax ID: 88-1312583, GoldStar Trust Company Custodian, FBO: <Account Holder's Full Name>, 701 S Taylor LB 110 Amarillo, TX 79101

PART 4. SIGNATURES

By signing I/we hereby acknowledge that I have read and agree with the information provided on the following page in the acknowledgment section.

X _____
Signature of Primary Account Holder Date (mm/dd/yyyy)

X _____
Signature of Secondary Account Holder *(if applicable)* Date (mm/dd/yyyy)

PART 5. ACKNOWLEDGMENTS

I direct GoldStar Trust Company ("GoldStar") to execute the purchase of the investment stated on this form for the benefit of my self-directed non-qualified Custodial Account ("Account"). I hereby make the following acknowledgments, agreements, and representations:

- I understand that GoldStar is compensated through administrative fees and cash management fees.
- I understand the private placement investments, nonstandard assets, precious metals, publicly traded stocks, mutual funds, and any other asset potentially held in this account may involve a high degree of risk and GoldStar will make no investigation as to the viability or safety of the investment(s) you select.
- I understand that with the exception of cash invested in an FDIC insured bank account, investments held in my Account may lose value, are not FDIC insured, and are not guaranteed by GoldStar. In addition, the investment selected by the undersigned may lack liquidity; may be speculative and involved in a high degree of risk; and may result in a complete loss of the investment.
- I understand that neither GoldStar nor any employee or agent of GoldStar has selected or recommended any investment for me. I acknowledge that GoldStar does not offer any investment advice, nor does it endorse any investment, investment product or investment strategy; and GoldStar does not endorse any financial advisor, representative, broker, or other party involved with an investment selected by me. I acknowledge that I have sole responsibility for directing the investment of my account.
- I understand that if any other financial representative suggested that I retain the services of GoldStar as custodian for the Investment made through my Account, that such person is not in any way an agent, employee, representative, or affiliate of GoldStar. I acknowledge that GoldStar is not responsible for and is not bound by any representations, warranties, statements, or agreements made by any financial representative beyond the terms and provisions contained in my GoldStar Account Agreement and other GoldStar forms.
- I understand that neither GoldStar nor any employee or agent of GoldStar has acted as broker-dealer or salesperson in completing any purchase or sale of an investment of a security for me.
- I understand that if this Investment Direction and any accompanying documentation are not received as required, or, if received, are unclear in the opinion of GoldStar, or if there are insufficient undirected funds in my account to fully comply with my instructions to purchase the investment and to pay all fees, GoldStar may not process this transaction until proper documentation and/or clarification is received, and GoldStar will have no liability for loss of income or appreciation.
- The undersigned consents to GoldStar's fee schedule as in effect, as may be modified from time to time. I understand transactions with insufficient funds will not be processed until sufficient funds are received. If fees are being deducted from my account, the full amount of the transaction plus fees must be available before the transaction can be processed. I understand that GoldStar shall be under no obligation whatsoever to extend credit to my Account or otherwise disburse payment beyond the cash balance of my Account for any payment or assessment related to the Investment.



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- I have read and reviewed each representation made within the subscription agreement and/or related documents, which I have signed on behalf of the investment referenced above. I specifically hold GoldStar harmless for any such representations regarding my personal financial information which may be considered a part of the subscription agreement that I am requesting GoldStar now sign as Custodian on behalf of my self-directed Account.
- I understand that GoldStar shall use reasonable efforts to acquire or sell investments in accordance with the directions of the undersigned within a reasonable period of time after GoldStar has received an Investment Direction and GoldStar shall make reasonable efforts to notify the undersigned if GoldStar is unable or unwilling to comply with an Investment Direction. GoldStar shall, subject to the foregoing, remit funds as directed, but has no responsibility to verify or assure that such funds have been invested to purchase or acquire the asset selected by me.

Specific to Precious Metals:

- I authorize GoldStar to proceed with my instructions directed on this form (purchase or sale of precious metals) according to the details provided by my Dealer and without further written or verbal authorization from me.
- I am solely responsible for the selection of my Dealer as well as negotiation of prices and terms. I acknowledge that GoldStar has made no representations or recommendations with regards to this Dealer. I have evaluated the risks involved with this transaction and have conducted the due diligence I felt appropriate on the Dealer I have selected.
- I acknowledge that by submitting this request, I will contact my Dealer and agree upon a purchase price/ selling price for my metals. The Dealer will submit an invoice, which will list all final prices, without further written or verbal authorization from me. I understand that Goldstar is not responsible for contacting the Dealer and establishing a purchase/sale price. I further understand that the Dealer listed on this form may contact GoldStar to receive information regarding this investment and current holdings to complete the purchase/sale.
- I am solely responsible for reading my Account statement and confirming that precious metals quantities and prices, either bought or sold, agree with arrangements I have made with my Dealer.
- I understand that precious metals investments are received by, stored at, and delivered from a depository. Annual fees are due for this storage, and neither GoldStar nor the depository, is responsible for purity, weight, metal content, or authenticity of any coins or bars.
- I understand that precious metals shall be stored at one of the depository options chosen by me. I agree that if I do not indicate a depository, Delaware Depository will be the default depository. I understand and direct GoldStar to open the storage account in accordance with my elected storage method, Commingled or Segregated, with the depository I have selected. I also understand and agree that if I do not indicate a storage option, Commingled Storage will be the default storage option.
- Commingled: Investment choice whereby a storage firm maintains a client's precious metals in bulk by like kind. In other words, the precious metals received at time of sale or in-kind distribution will be of like kind, but not guaranteed to be the exact coins or bars originally bought. Segregated: Investment choice whereby a storage firm maintains a client's precious metals assets separately from all commingled assets held by other investors. Traditionally, the assets are held in an individual storage box or vault, depending on the size of the investment, assigned to each client. In other words, the precious metals you purchase are the exact physical allotments of gold, silver, platinum, and palladium that are protected in your storage space.

Specific to Publicly Traded Securities:

- All security orders are placed as Market Orders. A Market Order is used to buy or sell a security promptly at the best available price. A Market Order typically increases the likelihood of a fill and the speed of execution, yet the last traded price is not necessarily the price at which the order will be executed. In fast-moving or illiquid markets, the price at which an order is executed could be significantly lower or higher than the last traded price, especially during periods of high market volatility for securities with volatile trading prices. GoldStar will place your order up to the dollar amount listed on this form, rounded down to the nearest possible price.
- I agree to indemnify GoldStar for any and all payments or assessments which may result from holding the investment within my Account, and I understand that GoldStar shall be under no obligation whatsoever to extend credit to my Account or otherwise disburse payment beyond the cash balance of my Account for any payment or assessment related to the Investment.
- I understand that GoldStar is acting solely as a passive custodian to hold Account assets and in no other capacity, an affiliate may receive a commission in connection with the unsolicited purchase or sale of a publicly traded security. GoldStar has no responsibility to question any investment directions given by me or any appointed financial representative.

The foregoing representations are true and accurate, as of the date hereof, and shall be true and accurate as of the date of delivery of the funds to the Investment and shall survive such delivery. If in any respect, such representations and warranties shall not be true and accurate prior to delivery of the funds to the investment, I shall give written notice of such fact to GoldStar, specifying which representations are not true and accurate and the reasons thereof.

I acknowledge that GoldStar will not exercise any discretion, assume any fiduciary responsibility, perform a due diligence review, or undertake any investigation as to the prudence, viability, merits, or suitability of the investment. I acknowledge my understanding that GoldStar is not a "fiduciary", or a person entitled to exercise any discretionary authority with respect to the investment, as those terms and concepts are defined in applicable federal, state, or local laws. I agree to hold GoldStar harmless from any liability for any loss, damage, injury, or expense (including reasonable attorney's fees) which may occur as a result of the execution of this Investment Direction.



CUSTODIAL ACCOUNT TRANSFER REQUEST

(Non-Qualified Account)

701 S Taylor LB 110
Amarillo, TX 79101
(800) 486-6888
Fax (806) 655-2490
forms@goldstartrust.com

PART 1. GOLDSTAR ACCOUNT INFORMATION

(Registration must be identical to the registration on the account you are transferring.)

Account Registration _____ GoldStar Account No. _____
Social Security No./Tax ID No. _____ Date of Birth _____

PART 2. TELL US ABOUT THE ACCOUNT YOU ARE TRANSFERRING

Delivering Firm _____ Phone Number _____
Mailing Address _____
Delivering Firm Account No. _____ Fax Number _____

A STATEMENT FROM THE DELIVERING FIRM MUST BE PROVIDED TO TRANSFER INTO GOLDSTAR TRUST COMPANY.

☐ Full Liquidation & Transfer of Entire Account ☐ Partial Transfer \$ _____
(Cash amount or list the assets below for in-kind)
☐ Full In-Kind Transfer
Asset Description (in-kind only) _____ Quantity or Amount to be Transferred _____

PART 3. DELIVERY INSTRUCTIONS - SELECT ONE

GoldStar Registration FBO _____
Account Registration _____ Account No. _____ Account Type _____

<input type="checkbox"/> Wire Funds (fees may apply) Happy State Bank, a division of Centennial Bank 620 Chestnut, Conway, AR 72032 Routing Number: 082902757 Account Number: 6002000773 Further Credit: GoldStar Trust Company (account registration and account number)	<input type="checkbox"/> Overnight Funds (fees may apply) GoldStar Trust Company 701 S Taylor Ste 260 Amarillo, TX 79101	<input type="checkbox"/> Regular Mail GoldStar Trust Company 701 S Taylor LB 110 Amarillo, TX 79101	<input type="checkbox"/> In-Kind Registration (Securities) GoldStar Trust Company FBO: (account registration) Custodial Account Tax ID: 88-1312583 It is the policy of GoldStar Trust Company ("GoldStar") to only accept securities that have been re-registered to GoldStar prior to transfer. Any securities received that have not been re-registered to GoldStar will be returned to the current custodian for re-registration prior to acceptance.
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NOTE: Separate delivery instructions will be provided for Precious Metals, Stock and Mutual Funds in-kind.

PART 4. CUSTOMER SIGNATURE

I authorize the transfer of assets in the manner described above and certify that all the information provided by me is correct and may be relied upon by GoldStar Trust Company. I understand that I am responsible for determining my eligibility to transfer within the limits set forth by tax laws, related regulations and plan agreements. I assume responsibility for any tax consequences or penalties that may apply to the transfer of these assets and I agree GoldStar Trust Company shall in no way be held responsible.

X _____
Primary Account Holder Signature Date (mm/dd/yyyy)

X _____
Secondary Account Holder Signature Date (mm/dd/yyyy)

PART 5. GOLDSTAR LETTER OF ACCEPTANCE

GoldStar Trust Company agrees to serve as the new custodian for the account of the above-named individual, and as Custodian, we agree to accept the assets being transferred.

X _____
Authorized Signature for GoldStar Date (mm/dd/yyyy)



IMPORTANT INFORMATION ABOUT NEXT STEPS

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PART 1. WELCOME LETTER

You will receive a signed copy of the application that confirms your account number within the Welcome Packet. Once the Welcome Letter is received you may enroll for online access at www.goldstartrust.com.

PART 2. NEW ACCOUNT FEE INFORMATION

Account opening fees are due when the account is established. Any outstanding fees will be deducted from the available cash balance prior to initial asset purchase. You can pay the following ways:

- **Credit Card:** Call our Investor Services Department at **1-800-486-6888** or once the account is opened and you receive your copy of the account agreement, go to www.goldstartrust.com to self-enroll for online account access to pay fees.
- **Deduct from account:** No action is needed.
- **Check:** Include with initial paperwork. Make check payable to **GoldStar Trust Company**.

NOTE: If fees are not paid at time of account opening you will receive an invoice from GoldStar Trust Company.

PART 3. ONLINE ACCOUNT ACCESS

Online access is available for all accounts with a valid email address on file. Once your account is open with us and you receive the copy of the account agreement, you may self-enroll for online account access at www.goldstartrust.com.

STATEMENT INFORMATION

- **Electronic Delivery:** You must self-enroll for online account access at www.goldstartrust.com and accept the electronic disclosure. Communication will include semi-annual statements, tax forms, correspondence, etc. If you do not self-enroll for online account access within 30 days of account opening, your account communication will be set to Paper Delivery and an annual paper statement fee will apply. Please see Fee Schedule at www.goldstartrust.com.
- **Paper Delivery:** No action is needed. Your account will be enrolled in paper communications via mailing address on file. Communication will include semi-annual statements, tax forms, correspondence, etc. An annual paper statement fee will apply. Please see Fee Schedule at www.goldstartrust.com.

PART 4. FORMS

The forms are located on the GoldStar website at www.goldstartrust.com. The forms can be completed and submitted through our electronic service at your convenience.

WE ARE HERE TO HELP! _____

Contact us at:

GoldStar Trust Company Investor Services • info@goldstartrust.com • (800) 486-6888 • www.goldstartrust.com



FEE SCHEDULE

for Self-Directed Custodial Account
(Non-qualified or Custodial Plans)

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ANNUAL FEES

Annual maintenance, asset holding and depository storage fees are due when the account is established and billed annually thereafter on the account opening anniversary date. Annual Fees are not prorated.

Establishment Fee	\$50
Annual Maintenance Fee	\$150

PUBLICLY TRADED STOCK

Security Trades	\$50 ea + brokerage fees	Applies to stock trades through GoldStar's omnibus account.
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REAL ESTATE (Does not include LLC or LP Investments)*

Purchase or Sale Fee	\$100	Per transaction
Legal/Professional Fees	\$150 minimum per hour	Professional service fees incurred by GoldStar for outside professional service.
Same Day Rush Service	\$75	Must be received by 12pm CST (This service is not a guarantee that funding will be submitted if the paperwork is incomplete or changes are required.)

PRECIOUS METALS

Annual Segregated Depository Storage Fee	Varies	Fees vary by depository.
Buy, Sell or Exchange	NO FEE	Shipping fees \$10 plus cost of shipping may apply on liquidations and in-kind distributions.

CHURCH BONDS/CHURCH LOAN AND EXTENSION FUNDS

Annual Maintenance Fee	\$75	
Partial Transfer or Distribution In-Kind Fee	\$50	Church Bonds/Loan and Extension Fund investments only.
Bond Re-registration Processing Fee	\$50	\$50 processing fee for each new registration + re-registration fee per bond.
Bond Re-registration Fee: GoldStar Bond	\$10 each	
Bond Re-registration Fee: Other Bonds	Varies per bond	Subject to other Trustee's Re-registration Fees.

SERVICE FEES

One Time ACH or Check Distribution Fee	\$15	Research Assistance Fee	\$50/hour
Late Fee (Applies to any fees not paid within 30 days of due date)	\$50 per occurrence	Overnight Fee	\$60
Recurring ACH Distribution Fee	NO FEE	Insufficient Funds/Returned Check Fee	\$50
Annual Paper Statement Fee	\$40	Cashier's Check Fee	\$50
Recurring Check Distribution Fee	\$5	Partial Transfer of Assets/Distribution In-Kind Fee	\$75
Statement Reprint Fee	\$10	Full Termination Fee	\$150
Wire Fee	\$50		

Includes any number or combination of Fixed-Rate Investments, Bank Certificates of Deposit, Cash, Money Market Funds, Mutual Funds, Publicly Traded Securities in U.S. Exchanges, Privately Offered Stock, Brokerage Accounts, REITs, Limited Liability Companies, Limited Partnerships, Secondary Market Annuities, Crowdfunding Investments, Structured Settlements, Hedge Funds, and Promissory Notes. Other assets can be held depending on acceptance.

* Does not include LLC or LP investments; please see www.goldstartrust.com/self-directed-IRAs/real-estate-IRAs/ for a legal definition of real estate.

Examples of Investments NOT permitted in the Custodial Account: Life Settlements, Viaticals, Single Member LLCs and Foreign Real Estate.



FEE SCHEDULE

*for Self-Directed Custodial Account
(Non-qualified or Custodial Plans)*

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ACKNOWLEDGMENT

Cash Management: Pursuant to the Custodial Account agreement you authorize and direct GoldStar Trust Company ("GoldStar") to deposit any uninvested cash held in your Custodial Account into an omnibus demand deposit account maintained by Happy State Bank, a division of Centennial Bank, an affiliate of GoldStar (the "Deposit Account"). On a daily basis, any cash in your Custodial Account, for which GoldStar has not received an investment or other direction as to its disposition, will be deposited into the Deposit Account. Such uninvested cash will remain in the Deposit Account until you direct GoldStar as to the investment or other disposition of such uninvested cash, and such direction is implemented. The Deposit Account is insured by the Federal Deposit Insurance Corporation ("FDIC"), up to the maximum amount per depositor, which is currently \$250,000. Information on FDIC insurance coverage is available at www.fdic.gov. Your Custodial Account will earn a reasonable rate of interest on uninvested cash deposited in the Deposit Account. GoldStar will credit to your Custodial Account, on a monthly basis, interest on your Custodial Account's deposit in the Deposit Account based on the rate paid on similar accounts by one or more financial institutions selected by GoldStar and are subject to change in accordance with market conditions at the sole discretion of GoldStar. No interest will be credited to your Custodial Account in the month you close your Custodial Account. GoldStar will perform all sub-accounting, record keeping, and interest posting functions with respect to your Custodial Account's deposit of uninvested cash in the Deposit Account. The difference, if any, between the amount Happy State Bank pays on the Deposit Account and the amount credited to your Custodial Account will be considered GoldStar's compensation for performing such services.

Right To Make Adjustments To This Fee Schedule: GoldStar Trust Company reserves the right to make any adjustments in its fees for custodial or agency services when such adjustments are warranted by changes in governing laws, regulations, operating technology or economic conditions. This schedule may be modified only upon revision by GoldStar of its published schedule of fees. Such fees shall become effective on the 30th day after mailing the notice of such revision to the participant at the address shown on the records of GoldStar.

FINANCIAL DISCLOSURES

SELF-DIRECTED CUSTODIAL ACCOUNT: This account is termed a Self-Directed Custodial Account ("Account"). You may direct the investment of your funds within this Account into any investment accepted by, or through GoldStar Trust Company ("GoldStar"). GoldStar will not exercise any investment discretion regarding your Account, as this is solely your responsibility. You acknowledge and agree that GoldStar is not a "fiduciary" with respect to your Account under applicable state law.

Because this is a Self-Directed Account, nor projection of the growth of your Account can be reasonably shown or guaranteed. The value of your Account will be solely dependent upon the performance of any investment instrument chosen by you.

EARNINGS: The methods for computing and allocating annual earnings (interest, dividends, etc.) on your investments will vary with the nature and issuer of the investment choses. Please refer to the investment prospectus or contract for the methods used for computing and allocating annual earnings.

Custodian shall be under no obligation to forward any proxies, financial statements or other literature received by it in connection with or relating to Custodial Property held under this agreement. Custodian shall be under no obligation to take any action with regard to proxies, stock dividends, warrants, rights to subscribe, plans of reorganization or recapitalization, or plans for exchange of securities.

CUSTOMER IDENTIFICATION REQUIREMENTS

Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) authorizes and requires the Department of the Treasury to add to its rules for banks to establish Customer Identification Programs. Previously, trust companies were not treated as banks and trust relationships were not treated as "accounts." However, GoldStar and the GoldStar Custodial Account Agreement establishment process are now subject to these requirements.

NOTICE

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

When you open an account, we will ask for your name, residence address, social security number, date of birth, and other information that will allow us to identify you. We may also ask for copies of your passport, drivers license, or other identifying documents.

We are required to compare your identity to lists of persons and organizations maintained by any federal agency designated by the Department of the Treasury. If your name appears on any of these lists, we must refuse to open your account, close your account if it is already open, notify federal authorities, and follow all federal directives. If you attempt to falsify or conceal your identity, we may be required to file a Suspicious Activity Report.

We may also use independent sources to verify identifying information. Federal law requires us to retain the identification information for a certain period of time (currently five years after closing your account), and may require that we provide this information to federal authorities without notice to you.

This notice is in addition to our Privacy Disclosure and may describe potential disclosures of non-public personal information that were not known to us at the time that the Privacy Disclosure was prepared.

IDENTIFYING DOCUMENTS REQUESTED

The easiest means for GoldStar to comply is to receive documents with your application, such as:

- Completion of the Customer Identification Requirements section of the Custodial Account Agreement
- Any document with your notarized signature
- A notarized copy of your passport or drivers license or other state-issued photo ID that is not expired
- An ordinary copy of your unexpired photo ID, if GoldStar is able to complete other procedures