Digital Currency Risk and Fee Disclosure

EQUITY TRUST COMPANY®

RISK DISCLOSURE

- Digital currency is not legal tender backed by the United States Government. Balances of digital currencies are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections. Digital currency assets are not deposits or other obligations of Equity Trust Company ("ETC"), and are not guaranteed by ETC.
- Legislative and regulatory changes or actions at the state, federal or international level may adversely affect the use, transfer, exchange, and value of digital currency.
- Transactions in digital currency may be irreversible, and losses due to fraudulent or accidental transactions may not be recoverable.
- The value of digital currency may be derived from the continued willingness of market participants to exchange fiat currency for digital currency, which may result in the potential for permanent and total loss of value of a particular digital currency should the market for that digital currency disappear.
- There is no assurance that a person who accepts a digital currency as payment today will continue to do so in the future.
- The volatility and unpredictability of the price of digital currency relative to fiat currency may result in significant loss over a short period of time.
- The nature of digital currency and associated storage services may lead to an increased risk of fraud or cyber-attack.
- The purchase and sale of digital currencies is a speculative investment, involving high risks, and is not appropriate for all investors. Investors must have the financial ability, sophistication, experience and willingness to bear the risks of an investment in digital currency, including a potential for total loss of their investment.
- The nature of digital currency means that technological difficulties may prevent the access or use of an investor's digital currency.
- Some digital currency transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that the counterparty initiates the transaction.
- Digital currency may undergo a reorganization event (i.e., forks, airdropped currency). Caution should be used when accepting currency created through such events due to an increased risk of fraud or cyber-attack.

TERMS & CONDITIONS

Equity Trust Company is a South Dakota state chartered trust company regulated by the South Dakota Division of Banking and a "bank" as defined under the US Treasury Department's Financial Crimes Enforcement Network ("FinCEN") money service business regulations, 31 CFR 1010.100(d). ETC serves as a qualified IRA custodian for purposes of Rule 206(4)-2(d)(6) under the Investment Advisers Act of 1940 ("Advisers Act"). ETC is not a digital currency provider or an exchange. ETC has delegated certain digital currency custodial functions and duties to High Ridge Trust as a sub-custodian. ETC assumes no liability arising from or relating to any act or omission by High Ridge Trust or for the operation of any High Ridge Trust technology, products or services. ETC may require certain identifying information during the onboarding process to verify your identity and satisfy know your customer ("KYC") requirements in order to provide access to some or all services and products.

High Ridge Trust is a qualified custodian for purposes of Rule 206(4)-2(d)(6) under the Advisers Act, is authorized to act as a retail trust company in Nevada and intends to file for and maintain Money Transmitter Licenses ("MTLs") in all applicable jurisdictions. High Ridge Trust will custody digital currencies for ETC IRA account holders. To effect self-directed purchase and sale instructions, High Ridge Trust may interface with a portfolio of liquidity providers, including digital currency exchanges and over-the-counter liquidity providers. High Ridge Trust may require certain identifying information to verify your identity and, if applicable, wallet or digital currency address information, in order to satisfy KYC and anti-money laundering ("AML") requirements, and to provide access to some services and products.

1. **Digital Currency Fees:** Fees associated with your investment in digital currency are found on the Equity Trust Company Fee Schedule and are subject to change at the discretion of ETC. Please refer to the most recent Fee Schedule you received from ETC for the fees applicable to your account. When you invest in digital currency in your account through ETC, you agree to the following:

a. Your fee schedule may contain certain fees, including but not limited to, a custodial services fees, transaction fees and maintenance fees. Please refer to your Fee Schedule for the fees you will be charged.

b. If you are charged Account Maintenance Fees, your digital currency asset balance will count toward the standard calculations of these Account Maintenance Fees, assessed pursuant to the Custodial Account Agreement, Disclosure Statement and Fee Schedule.

c. If you are charged a Transaction Fee, your net investment (purchase) or net proceeds (sale) will include the transaction fees that you have been charged by ETC.

d. If you work with third-party servicers or providers, any fees associated with such third parties are in addition to those contained within the ETC Fee Schedule and are separate from any fees charged by ETC. Storage fees charged by High Ridge Trust are included within the fees charged by ETC. Please refer to the fee schedules of the third-party servicers or providers when assessing overall fees. Those fees may further reduce the net investment or net proceeds of your transaction.

e. ETC's fees are not inclusive of any price and trade spread quoted, or fee that may be charged by a liquidity provider.

f. ETC has the discretion to amend its Fee Schedule at any time.

g. ETC has the right to liquidate your digital currency assets if you fail to pay fees according to its Fee Schedule. Further, should fees or expenses not be collected, ETC also has the right to cease acting as custodian, close your account and/or force distribute any assets held in your account as set forth in its Custodial Agreement.

2. **Digital Currency Custody:**

a. All digital currencies in ETC IRAs are maintained at High Ridge Trust and may be held in either omnibus or segregated wallets for the benefit of ETC account holders.

b. Custody is provided by High Ridge Trust. Digital currency assets held at High Ridge Trust are maintained in cold storage using Hierarchical Deterministic (HD) wallets. Neither High Ridge Trust nor ETC will lend, loan, use, or rehypothecate digital currency assets of ETC IRAs.

c. Digital currency held in omnibus or pooled arrangements may have a book-entry or beneficial interest representing your assets rather than a specific on-chain wallet address or specific units of the asset. In the event of a custodian, exchange, wallet provider, or other third-party insolvency, receivership, bankruptcy, cyber event, operational failure or legal dispute, access to your digital currency may be delayed, restricted, impaired or lost, and your rights may depend on the account documents, third-party terms, applicable law and the records maintained by relevant parties.

d. Title to your digital currency shall at all times remain with ETC for the benefit of ETC IRA accounts and shall not transfer to High Ridge Trust. You will not have access to the digital currency private keys to the digital asset wallet. High Ridge Trust may keep the private keys to the digital currency held for the benefit of IRA accounts in any combination of "hot" or "cold" storage from time to time, in accordance with High Ridge Trust protocols. ETC will not be liable for any loss of digital currency from the digital asset wallet held and administered by High Ridge Trust if the digital asset wallet should fail in any way, or if the digital currency in the digital asset wallet is stolen or otherwise becomes inaccessible. You agree to indemnify and hold harmless ETC from any and all damages arising from such loss.

e. Staking, validation, mining, liquidity provision, lending, borrowing, wrapping, bridging, decentralized finance protocols, yield products, governance participation, and similar activities may involve additional legal, tax, and regulatory risks. Unless expressly permitted in writing by ETC, such activities may be unavailable or prohibited for your account.

3. **Digital Currency Trading:**

a. Digital currency transactions will be executed through High Ridge Trust. Upon your instruction, Equity Trust Company ("ETC") will communicate your purchase or sale instructions to High Ridge Trust. High Ridge Trust will execute the applicable trade, convert fiat currency to digital assets (or digital assets to fiat, as applicable), and settle all transactions. For purchases, fiat funds from your ETC IRA will be transferred to High Ridge Trust and exchanged for the requested digital assets, which will then be credited to a digital asset wallet held and administered by High Ridge Trust for the benefit of ETC customers. For sales, High Ridge Trust will liquidate the digital assets and deliver the resulting fiat proceeds to ETC for credit to your IRA. All digital asset transactions are executed and settled through High Ridge Trust using fiat funds provided by ETC and digital asset wallets held and administered by High Ridge Trust on behalf of ETC customers.

b. High Ridge Trust may rely, without liability on its part, upon any instruction received from Equity Trust Company ("ETC") that High Ridge Trust reasonably believes has been communicated by ETC on behalf of you or your authorized agent. High Ridge Trust shall have no obligation to act upon any instruction that is incomplete, ambiguous, or not received from ETC in accordance with the procedures established between ETC and High Ridge Trust.

c. High Ridge Trust will use commercially reasonable efforts to execute transactions requested pursuant to instructions as described in 3.b. on terms most favorable to you under then-prevailing market conditions, taking into account relevant factors including price, speed, likelihood of execution and settlement, fees and costs, order size and liquidity. High Ridge Trust orders may be processed through one or more exchanges, liquidity providers, market makers, brokers, dealers, custodians or technology platforms. High Ridge Trust will select the venue based on the factors listed in this paragraph.

d. Orders may be subject to minimums, maximums, trading hours, liquidity, compliance review, market conditions, system availability, confirmation procedures, settlement requirements and third-party rules. Neither ETC nor High Ridge Trust guarantee that any order will be accepted, executed, settled, canceled, modified or filled at a specific price. All orders must be fully collateralized by digital currencies or fiat currencies.

e. The execution price for a digital currency asset may differ from quoted, displayed, estimated, indicative or expected prices. Spreads, fees, market volatility, liquidity, latency, order size, venue selection and third-party execution practices may affect the final price.

f. Digital currency transactions may require confirmations on a blockchain and may be subject to delays, congestion, elevated network fees, rejections, chain reorganizations, forks or protocol-level disputes. A transaction may appear pending, unconfirmed, reversed, duplicated or otherwise uncertain for a period of time. Funds associated with pending transactions will be designated accordingly and will not be available for conducting transactions. ETC may rely on third-party confirmations and internal procedures to determine whether and when a transaction is final for account recordkeeping purposes.

g. Under certain market conditions, investors may find it difficult or impossible to liquidate a position quickly at a reasonable price. This can occur, for example, when the market for a particular digital currency suddenly drops, or if trading is halted due to recent news events, unusual trading activity or changes in the underlying digital asset system.

4. **Investment Requirements:**

a. ETC and High Ridge Trust and their third-party service providers reserve the right to restrict access to invest in digital currency with your IRA to certain account types and certain digital currencies to trade.

b. You cannot use digital currency in your account to purchase goods/services.

c. In-kind transfers of digital currency may be permitted by ETC and High Ridge Trust but you will be required to satisfy certain requirements before a transfer is permitted, including but not limited to the requirement that the digital currency must be transferred to or from a qualified custodian as defined under Rule 206(4)-2(d)(6) under the Advisers Act.

d. You are permitted to make: 1) in-kind deposits from a qualified account at a qualified custodian to another qualified account at ETC; 2) in-kind deposits from a qualified custodian into a non-qualified account at ETC; 3) in-kind withdrawals from a qualified account at ETC to a qualified external account with a qualified custodian; 4) in-kind withdrawals to a non-qualified account. To make any in-kind transactions described in this section 4.d. you must follow the established process to direct such in-kind transfers. Such in-kind transfers are subject to restrictions on sending and receiving accounts. In-kind transfer may have tax consequences.

5. **Digital Currency Protocols:** Neither ETC nor High Ridge Trust nor their third-party service providers own or controls the underlying software protocols which govern the operation of digital currencies supported by the High Ridge Trust platform. In general, the underlying protocols are open source, and anyone can use, copy, modify and distribute them. You acknowledge and agree:

a. that ETC, High Ridge Trust, and its third-party service providers are not responsible for operation of the underlying protocols and that ETC, High Ridge Trust, and its third-party service providers make no guarantee of their functionality, security or availability; and

b. b. that the underlying protocols are subject to sudden changes in operating rules (a/k/a "forks"), and that such forks may materially affect the value, function and/or even the name of the digital currency you store at High Ridge Trust. In the event of a fork, you agree that ETC or High Ridge Trust (in conjunction with their third-party service providers) may temporarily suspend platform operations (with or without advance notice to you) and that ETC and High Ridge Trust (and their third-party service providers) may, in their sole discretion, decide whether or not to support (or cease supporting) either branch of the forked protocol entirely. You acknowledge and agree that ETC, High Ridge Trust and their third-party service providers assume absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol.

6. **Digital Currency Token & Reorganization Events:** ETC and High Ridge Trust have the right to cease offering to custody, purchase or sell a particular digital currency as a result of any regulatory, litigation or reputational risk or as a result from its direction from its third-party liquidity provider. You may not be entitled to receive additional currency derived from reorganization events if ETC, High Ridge Trust, or their third-party service providers, in their sole discretion, determine they cannot support the currency associated with such event. Should ETC or High Ridge Trust cease supporting a particular digital currency, each has the right to require account holders to liquidate the digital currency.

7. **Prohibited Activities:** You are prohibited from using access to ETC or High Ridge Trust through ETC in order to, or for any activity that would: (i) violate, or assist in violation of, any law, statute, ordinance, or regulation, or applicable sanctions programs including but not limited to those of the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"); (ii) transfer proceeds of any unlawful activity; (iii) publish, distribute or disseminate any unlawful material or information; (iv) impose, interfere with or disrupt the operation of ETC or the High Ridge Trust platform or intercept or expropriate any system, data or information; (v) transmit or upload any material to the ETC or High Ridge Trust systems that contains viruses, trojan horses, worms or any other harmful or deleterious programs; (vi) attempt to gain unauthorized access to ETC or High Ridge Trust systems, other ETC or High Ridge Trust accounts, computer systems or networks connected to ETC or High Ridge Trust systems or the ETC or High Ridge Trust site, through password mining or any other means; (vii) use ETC or High Ridge Trust account information of another party, except to the extent I have been expressly authorized by such party, or transfer account access or rights to a third party, unless by operation of law or with the express permission of ETC or High Ridge Trust; or (viii) defraud ETC or High Ridge Trust or any other person or entity.

8. **Limitation of Liability:** To the maximum extent permitted by applicable law and except to the extent caused by ETC's or High Ridge Trust's gross negligence, willful misconduct or violation of a non-waivable legal duty, neither ETC nor High Ridge shall be liable for any loss, claim, damage, tax, penalty, diminution in value, lost opportunity, lost profit, special, consequential, incidental, exemplary, punitive or indirect damages arising out of or relating to: (a) your investment decisions or instructions; (b) market movements or lack of liquidity; (c) third-party acts or omissions; (d) custody, wallet, exchange, protocol, or blockchain failures; (e) cyber events or unauthorized access not caused by ETC or High Ridge Trust's gross negligence or willful misconduct; (f) regulatory changes or enforcement actions; (g) delays, outages or force majeure events; (h) inaccurate, delayed or unavailable pricing or valuation data; (i) tax consequences; or (j) unsupported forks, airdrops, rewards or network events.

9. **Acknowledgments:**

   a. I acknowledge that I have received, reviewed and agree to the terms and conditions contained within Equity Trust Company's Custodial Account Agreement, Disclosure Statement and Fee Schedule, this Digital Currency Risk and Fee Disclosure, and High Ridge Trust's policies and disclosures on the High Ridge Trust website available at https://www.highridgetrust.com.

   b. I acknowledge and accept that if electing to work with a third-party provider or advisor, I am responsible for performing my own due diligence on those third parties. I acknowledge that trading activity will be completed on my behalf through my instruction to those third parties. If I authorize a third-party provider to trade for me, I am responsible for providing the third party with direction and authorization for each transaction and assume all liability for those trades and decisions. Trading can begin once this Disclosure is signed.

   c. I acknowledge that, if electing to work with third-party servicers and/or providers, there may be additional fees outside of the Equity Trust Company fees in the Fee Schedule and I accept financial responsibility for those additional fees.

   d. I recognize and accept the risks associated with digital currency storage services and accept the ongoing use of third-party service provider(s) for liquidity and storage services connected to the High Ridge Trust platform.

e. The information contained in this Disclosure is not intended to be a complete list of the potential risks associated with digital currency, nor should it be construed or used as investment, tax, or legal advice; recommendation; an offer to sell; or solicitation of an offer to buy an interest in digital currencies.

ADDITIONAL INFORMATION

Equity Trust Company ("ETC") is a non-fiduciary, non-depository trust company, registered and regulated in the state of South Dakota. ETC provides custodial and administration services and does not provide clients with legal, investment or financial advice, nor is it in the business of providing legal, accounting, brokerage or other professional services. ETC utilizes third-party service providers to enable clients to purchase, hold and sell digital currency. These third-party service providers offer liquidity and access to digital currencies as well as provide asset storage facilities and services.

Prior to making any investment decisions, please consult with the appropriate legal, tax, and/or investment professionals for advice. As a directed custodian, Equity Trust Company will not provide investment advice or risk assessment of any investment. The digital currency market may experience a high degree of volatility and clients should consult with an investment professional before any investment is made.

