

Crypto IRA Custodial Account Agreement

Last Updated: March 17, 2026

Acceptance of this Crypto IRA Custodial Account Agreement is required to open a Crypto IRA via the Public.com website or Public mobile application. Read this Agreement carefully. By clicking "I Agree," you acknowledge that you have read, understood, and agree to be bound by this Agreement.

Your rights and obligations with respect to your self-directed individual retirement account (your "**Crypto IRA**") with Alto Trust Co., a New Mexico Trust Company ("**Alto Trust**" or "**Custodian**"), are governed by two primary documents: (1) this Crypto IRA Custodial Account Agreement (the "**Agreement**"); and (2) the applicable IRS Form 5305-A (Traditional IRA) or Form 5305-RA (Roth IRA) (the "**Form 5305**"). Together, this Agreement and the Form 5305 set forth your rights and obligations with respect to your Crypto IRA. Alto Trust is the custodian of your Crypto IRA, and has delegated certain administrative functions with respect to your account to Public Holdings, Inc. (the "**Administrator**"). As used in this Agreement and the Form 5305, "**Account Holder**," "**you**," and "**Depositor**" all refer to you, the owner of the Crypto IRA.

Your Crypto IRA is subject to the additional terms listed below, which are incorporated herein by reference (collectively with this Agreement and the Form 5305, the "**Terms**"):

- The [Public Privacy Policy](#) and the [US Consumer Privacy Notice](#);
- The [Public Terms of Service](#); and
- The [Electronic Delivery and Signature Agreement](#).

Conflicts. The IRS model provisions of the Form 5305 (Articles I–VII of Form 5305-A; Articles I–VIII of Form 5305-RA) control over this Agreement in all respects. As between this Agreement and the non-model provisions of the Form 5305 (Articles VIII–X of Form 5305-A; Articles IX–XI of Form 5305-RA), this Agreement controls. As between this Agreement or the Form 5305 and any other Terms, this Agreement and the Form 5305 control.

Amendments. We will provide you with written notice of any amendment to these this Agreement or the applicable Form 5305. The amendment will be effective on the date specified in the notice provided to you. We do not require your consent for amendments required to conform these Terms with applicable law and/or IRS guidance. With respect to other types of amendments, including any changes to the Fee Schedule that impact Crypto IRAs, you will be deemed to have consented to such amendment unless you object within 30 days from the date we provided you with written notice. Because acceptance of these Terms is required to open and maintain a Crypto IRA, if you do not accept an amendment, you will need to close your Crypto IRA.

A. Your Crypto IRA

1. Roles of Custodian, Administrator and Other Providers

- Alto Trust Co. (Custodian).** Your Crypto IRA is a self-directed individual retirement account through which you can trade and hold cryptocurrency assets. You appoint Alto

Trust as the passive, non-discretionary custodian of your Crypto IRA pursuant to Section 408 of the Internal Revenue Code ("**IRC**").

- b. Public Holdings, Inc. (Administrator).** Alto Trust has delegated certain recordkeeping and administrative functions with respect to your Crypto IRA (the "**Administrative Services**") to Public Holdings, Inc., the Administrator of your Crypto IRA. These Administrative Services may include, but are not limited to: (i) processing applications to open Crypto IRAs; (ii) maintaining records of Crypto IRA positions and transactions; (iii) supporting transfers between your Crypto IRA and your Apex IRA (defined below); (iv) managing subcustodian accounts in which Crypto IRA assets are held by Alto Trust for the benefit of Crypto IRA customers; (v) transmitting orders to purchase and sell assets in your Crypto IRA to a third-party crypto investing service provider; (vi) and managing the Public Platform through which you access and manage your Crypto IRA.

- c. Relationship between your Crypto IRA and Apex IRA.** Using the Public Platform, you may open an individual retirement account (your "**Apex IRA**") with Apex Clearing Corporation ("**Apex**"), an SEC-registered broker-dealer and member of FINRA and SIPC. The services Apex provides with respect to your Apex IRA are governed by the Traditional Individual Retirement Custodial Account Agreement and/or the Roth Individual Retirement Custodial Account Agreement (the "**Apex IRA Agreements**").

Your Apex IRA allows you to hold cash and invest in traditional securities, while your Crypto IRA with Alto Trust may be used to invest in cryptocurrencies. Your Apex IRA and Crypto IRA are separate accounts. Apex serves as custodian of your Apex IRA, and is not affiliated with Alto Trust, the custodian of your Crypto IRA. Both accounts may be accessed and managed through the Public Platform.

To open and maintain a Crypto IRA with Alto Trust, you must also maintain an Apex IRA of the same type (Traditional or Roth). Through the Public Platform, Apex enables you to make contributions and other funding events to and withdrawals from your Apex IRA and to buy and sell traditional securities in that account. Apex also works with the Custodian and Administrator to facilitate transfers of funds between your Apex IRA and your paired Crypto IRA, as described in Section E below.

2. Account Beneficiaries

Your Crypto IRA is established for the exclusive benefit of you, the Account Holder, or your designated beneficiaries. You may change or add beneficiaries at any time by completing the beneficiary designation process made available by the Administrator on the Public Platform.

3. Acknowledgements Regarding Investment Decisions

You agree that all your decisions relating to your Crypto IRA – including the decision to open, fund, make investments in, sell investments in, and take distributions from such an account – are your sole responsibility. You further agree and acknowledge that the Administrator and Custodian will not review or make recommendations with respect to such decisions, and that Custodian and Administrator have no responsibility or fiduciary role whatsoever with respect to your Crypto IRA.

You acknowledge and agree that you have appropriate training, sophistication, expertise and knowledge necessary to make informed decisions regarding your Crypto IRA and investing in cryptocurrency. You further agree that if you need assistance with any decisions relating to your Crypto IRA, you will seek professional assistance from properly licensed financial, legal, and tax professionals.

- 4. Instructions.** You instruct Administrator and Custodian to follow any investment directions that you provide with respect to your Crypto IRA. Such instructions shall be in writing, may be given pursuant to Administrator and Custodian's standard electronic Direction of Investment or some other written or electronic means, and such instructions or Direction of Investment shall be construed so as to include electronic signature. Administrator has the right to refuse any written instructions that are not administratively feasible and/or would place an undue financial or administrative burden on the Administrator or Custodian.

B. Account Opening and Eligibility

1. Eligibility

To open a Crypto IRA, you must: (i) be eligible to establish an individual retirement account under applicable law; (ii) have or open an Apex IRA of the same account type as the Crypto IRA you wish to open; and (iii) satisfy any other requirements established by the Administrator and Custodian. Your application is subject to approval by the Administrator and Custodian in their sole discretion. We may decline your application even if you satisfy the eligibility requirements above.

2. Customer Identification and Accuracy of Information

To comply with the USA PATRIOT Act, the Administrator and Custodian have adopted a Customer Identification Program ("**CIP**"). You agree to provide all personal information requested by the Administrator to satisfy CIP requirements and, upon request, to provide a readable copy of an unexpired, government-issued, photo-bearing identification document (e.g., a driver's license or passport) using such means as directed by the Administrator. By submitting your application, you represent and warrant that all information you have provided to the Administrator and Custodian is true, accurate, and complete in all material respects. You agree to promptly update your information if it changes.

3. Authorization to Share Information

You authorize the Custodian and Administrator to share your personal information as permitted by the [Public Privacy Policy](#). Personal information that may be shared includes, but is not limited to, your name, email address, residential address, phone number, date of birth, Social Security Number, and other financial or identity-verifying documentation. Please review our [Privacy Policy](#) for more information about how we collect, use, and share your personal information.

4. Adequate Information

You acknowledge that you have received and agree to the terms of the [Form 5305-A](#) and/or [Form 5305-RA](#) (as applicable) and the fee schedule available [here](#) ("**Fee Schedule**"). You

agree to be bound by such terms and conditions as are currently in effect and as they may be amended from time to time.

5. Right to Revoke

You may revoke the establishment of your Crypto IRA within seven (7) calendar days of accepting this Agreement pursuant to Treasury Regulation 1.408-6(d)(4)(ii)(A)(2) and sections 8.03 of [Form 5305-A](#) and 9.03 of [Form 5305-RA](#) (as applicable), by delivering written notice to the Administrator at: Public Crypto IRA, 228 Park Ave. S, Suite 97716, New York, NY 10013. If you timely revoke, your Crypto IRA will be closed and any service fees charged by the Administrator will be refunded, along with the entire amount of your contributions or other funding type, without adjustment for earnings or administrative expenses. Even if you revoke, the Administrator is required to report the contribution on Form 5498 (except transfers) and the revoked distribution on Form 1099-R.

C. Taxes

1. Your Responsibility for Tax Consequences

You assume complete responsibility for any and all tax consequences and penalties that may result from contributions or other funding to, transactions in, and distributions from your Crypto IRA. Your responsibilities include, without limitation, (i) determining the eligibility, legality, and validity of each transaction you direct the Administrator or Custodian to make for your Crypto IRA; (ii) ensuring that all contributions or other funding types are within the limits set forth by applicable tax law; and (iii) ensuring that no transaction results in a disqualification of your Crypto IRA or an unintended taxable distribution. Neither the Administrator nor the Custodian provides tax advice, and you should consult with a qualified tax professional regarding your Crypto IRA.

2. Valuation

The Administrator values the cryptocurrency assets in your Crypto IRA using prices sourced from the Crypto Subcustodian (defined below) or other third-party pricing providers, determined as of a daily pricing cut-off established by the Administrator. For IRS reporting purposes, the Administrator will use the fair market value of your cryptocurrency holdings as of December 31 of each year to prepare and file Form 5498. Upon any distribution from your Crypto IRA, the Administrator will issue a Form 1099-R based on the fair market value of the distributed assets at the time of distribution, using prices sourced from the Crypto Subcustodian or applicable third-party pricing provider. You are responsible for any tax obligations arising from such distributions.

3. Tax Certification

You certify under penalties of perjury that: (i) you have provided your correct Social Security Number or Tax I.D. Number and other identifying information requested by the Administrator or Custodian; and (ii) you are not subject to backup withholding, either because you are exempt, because you have not been notified by the IRS that you are subject to backup withholding due to failure to report interest or dividends, or because the IRS has notified you that you are no longer subject to backup withholding. You understand that you may not use

the services of the Administrator or Custodian if you have been notified by the IRS that you are currently subject to backup withholding due to under-reporting of interest or dividends on your tax return. You further acknowledge that the IRS does not require your consent to any provision of this Agreement other than the certification required to avoid backup withholding.

D. Funding Your Crypto IRA

1. Funding Your Crypto IRA

You may not contribute funds to your Crypto IRA directly. Rather, in order to deposit funds for the purpose of investing in cryptocurrencies in your Crypto IRA, regardless of whether you intend to invest those funds immediately or at some future date, you must contribute such funds to your Apex IRA. Contributions and other funding types to your Apex IRA are subject to applicable annual contribution and funding limits and all other requirements under applicable law and the Apex IRA Agreements.

When you purchase cryptocurrency in your Crypto IRA, cash will be transferred from your Apex IRA to your Crypto IRA as needed to purchase such cryptocurrency, as described in Section E below.

2. Transfers from Other IRAs

If you elect to transfer cryptocurrency assets or cash from another individual retirement account to your Crypto IRA, you understand and agree that neither the Custodian nor the Administrator will be liable for anything done or omitted in the administration, custody, or investment of your account prior to the completion of such transfer, nor will they have any duty or responsibility to review or take action with respect to any acts performed by any prior custodian or administrator.

E. Making Investments in Your Crypto IRA

1. The Crypto Subcustodian

- a. Crypto Subcustodian.** To enable you to trade and hold cryptocurrency within your Crypto IRA, the Custodian maintains a cryptocurrency account ("**Crypto Subcustodian Account**") with a third-party cryptocurrency service provider (the "**Crypto Subcustodian**"), currently Zero Hash LLC and zerohash trust company llc (together, "**zerohash**"). The Administrator may change the Crypto Subcustodian at any time without prior notice to you, in which case any reference in this Agreement to zerohash will be deemed to refer to the successor Crypto Subcustodian. You do not have a direct contractual relationship with the Crypto Subcustodian. The Crypto Subcustodian provides services to the Custodian and Administrator in connection with the Crypto Subcustodian Account.
- b. Supported Cryptocurrency Assets.** Only cryptocurrency assets that have been approved by both the Crypto Subcustodian and the Administrator will be available for trading in your Crypto IRA. Supported cryptocurrency assets may be added, suspended, or removed at any time without prior notice. If a cryptocurrency asset held in your Crypto IRA ceases to be supported, the Administrator may restrict trading,

require liquidation, or take other actions reasonably necessary to maintain compliance with applicable law or operational requirements.

- c. **Restrictions.** You will not be able to engage in peer-to-peer transactions, transfer cash to third parties, or engage in staking services through your Crypto IRA. You will not use your Crypto IRA or the Public Platform 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 the Custodian, Administrator or Crypto Subcustodian or intercept or expropriate any of their systems, data, or information; (v) transmit or upload any material to Administrator's or Crypto Subcustodian's systems that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; (vi) attempt to gain unauthorized access to Administrator's or Crypto Subcustodian's systems, other accounts of Custodian, Administrator or Crypto Subcustodian, computer systems or networks connected to Administrator's or Crypto Subcustodian's systems, through password mining or any other means; (vii) use a Crypto IRA belonging to another party, except with the express permission of Custodian or Administrator; or (viii) defraud Custodian, Administrator or Crypto Subcustodian or any other person or entity.

2. The Crypto Subcustodian Account

- a. **Custody.** You understand that any cryptocurrency assets in your Crypto IRA will be held by Custodian in the Crypto Subcustodian Account, and that the Crypto Subcustodian Account is titled and held in the name of Custodian for the benefit of Crypto IRA customers. The Crypto Subcustodian maintains internal records reflecting the Custodian's aggregate holdings, and the Administrator maintains a subledger reflecting your beneficial interest in cryptocurrency assets held in the Crypto Subcustodian Account.

Assets in the Crypto Subcustodian Account may be maintained by Crypto Subcustodian (i) in segregated custodial accounts at the Crypto Subcustodian or its affiliates; (ii) In hot, warm, or cold storage environments; (iii) and through third-party custodians or technology providers engaged by the Crypto Subcustodian. The Custodian does not hold private keys to any wallets used by the Crypto Subcustodian. The Crypto Subcustodian is responsible for safeguarding cryptocurrency assets in accordance with its internal security and custody procedures.

Your rights in cryptocurrency assets in your Crypto IRA are limited to a security entitlement against the Custodian under Article 8 of the Uniform Commercial Code. You do not have a claim to any specific digital asset, private key, or wallet address.

- b. **IRA Custodian.** While zerohash is responsible for the operational custody, execution, and settlement of your cryptocurrency assets as Crypto Subcustodian, Alto Trust remains responsible to you as the IRA custodian under Section 408 of the IRC. Alto Trust's appointment of zerohash as Crypto Subcustodian does not relieve Alto Trust of

its custodial obligations under applicable law.

3. Cryptocurrency Orders

- a. **Fully Funded Purchases.** Before you can purchase cryptocurrency in your Crypto IRA, you must have sufficient funds in your Apex IRA to cover the purchase price and any applicable fees. If you do not have sufficient funds, you will need to make a contribution or other funding type to your Apex IRA before you can make the purchase.
- b. **Execution by Crypto Subcustodian.** When you submit an order to purchase or sell a cryptocurrency asset for your Crypto IRA through the Public Platform, the Administrator transmits that order to the Crypto Subcustodian for execution. An order is not effective unless and until it is accepted by the Crypto Subcustodian. The Crypto Subcustodian executes transactions in its discretion and may act as principal in filling orders, including through its own inventory, affiliates, or third-party liquidity providers, trading venues, or market makers.

Execution prices are determined by the Crypto Subcustodian at the time the order is accepted and may include a spread, markup, markdown, or other compensation. The Crypto Subcustodian is not acting as your broker, agent, or fiduciary, and neither the Crypto Subcustodian, the Administrator, nor the Custodian guarantees best execution, continuous trading availability, or execution at any particular price.

The Crypto Subcustodian may reject, suspend, or limit orders due to market volatility, liquidity constraints, risk management controls, compliance requirements, or operational issues. Once an order has been accepted and executed by the Crypto Subcustodian, it is final and may not be canceled or reversed.

- c. **Settlement by Crypto Subcustodian.** Transactions in cryptocurrency assets are settled by the Crypto Subcustodian on its internal books and records. Upon execution of a transaction, the Crypto Subcustodian updates its internal ledger to reflect the Custodian's aggregate holdings in the Crypto Subcustodian Account; and the Administrator updates its subledger to reflect your beneficial interest in the applicable cryptocurrency asset. Blockchain network confirmations may occur before or after internal ledger settlement, depending on the nature of the transaction and liquidity source. Blockchain confirmation times are variable and outside the control of the Administrator and Custodian.
- d. **Buy Orders and Authorization to Transfer Funds.** Each time you submit an order to purchase cryptocurrency in your Crypto IRA, you authorize and instruct the Custodian, Administrator and Apex to transfer the purchase price and any applicable fees from your Apex IRA to your Crypto IRA. Specifically, at or around the time your cryptocurrency purchase is executed by the Crypto Subcustodian, Apex and Administrator will debit the required funds from your Apex IRA; Custodian and Administrator will credit such funds to your Crypto IRA; and such funds in your Crypto IRA will be used by the Crypto Subcustodian to settle your cryptocurrency purchase.

- e. **Sell Orders and Authorization to Transfer Funds.** Each time you submit an order to sell cryptocurrency in your Crypto IRA, you authorize and instruct the Custodian, Administrator and Crypto Subcustodian to transfer the proceeds from that sale from your Crypto IRA to your Apex IRA. Specifically, at or around the time your cryptocurrency sale is executed by the Crypto Subcustodian, Administrator and Custodian will debit such cryptocurrency from your Crypto IRA, and Apex and Administrator will credit your Apex IRA with the proceeds from the sale.
- f. **Custodian-to-Custodian Transfer.** The movement of funds between your Apex IRA with Apex and your Crypto IRA with Alto Trust, as described in Section E.3(d) and (e) above, constitutes a custodian-to-custodian transfer between Apex and Alto Trust. You acknowledge that such funds may transit through one or more administrative accounts operated by the Administrator or its vendors.
- g. **Movement of Funds.** You understand that zerohash is not under the control of Alto Trust, the Administrator, or Apex, and that none of these parties can monitor or recall funds once transferred to zerohash. You agree to hold Custodian, the Administrator, and Apex harmless with respect to following your instructions to transfer funds between your Crypto IRA and Apex IRA. You acknowledge that funds transferred between your Apex IRA and Crypto IRA may transit through certain administrative accounts owned or maintained by Apex, Administrator or Custodian.
- h. **Errors.** The Crypto Subcustodian and Administrator reserve the right to correct errors, including pricing errors, system errors, erroneous executions, or duplicate transactions, and may adjust ledger entries accordingly.

4. Fraudulent or Unauthorized Activity

- a. **Fraudulent Activity.** "Fraudulent Activity" means any confirmed or suspected instance of: (i) any transfer of funds, securities or cryptocurrency into your Apex IRA or Crypto IRA (including ACH deposits and transfers via ACATS) that is subsequently revoked, reversed, or returned for any reason; (ii) any transfer of funds, securities or cryptocurrency into the Apex IRA that results from or is traceable to fraud, phishing, social engineering, identity theft, or other unauthorized or deceptive activity; (iii) any transaction that could not otherwise have been completed but for an unauthorized transfer; (iv) any loss, theft, or unauthorized use of your login credentials or access to your Crypto IRA; (v) any order, execution, or cancellation that you did not place or authorize; (vi) any inaccuracy in your Crypto IRA balances, deposits, withdrawals, digital asset positions, or transaction history that may indicate unauthorized access or activity; or (vii) any other activity or circumstance that Administrator or Custodian reasonably believes is suspicious or indicative of fraud, unauthorized access, or unauthorized activity in connection with your Crypto IRA.
- b. **Protective Rights.** Upon identifying, or reasonably suspecting, any Fraudulent Activity, Administrator and Custodian may, at any time, in their sole discretion, and without prior notice to you, take any or all of the following actions: (i) liquidate any cryptocurrency assets in your Crypto IRA that were purchased using funds connected to such Fraudulent Activity; (ii) prohibit or restrict your access to your Crypto IRA or any services

related thereto; (iii) refuse to accept, execute, or cancel any of your orders or transactions; (iv) restrict your ability to purchase or sell digital assets in your Crypto IRA; (v) restrict your ability to deposit or withdraw funds; or (vi) take such other action as Administrator or Custodian deems appropriate under the circumstances. Neither Administrator nor Custodian shall be liable to you for any loss you may incur as a result of any action taken pursuant to this Section

- c. **Notice and Reporting Obligations.** You must notify Administrator no later than twenty-four (24) hours after discovering or reasonably suspecting any Fraudulent Activity by emailing support@public.com. You understand that your failure to provide such timely notice may be deemed a waiver of your right to contest any resulting transactions. Upon request by Administrator or Custodian, you will promptly report any Fraudulent Activity to applicable legal authorities and provide Administrator and Custodian with a copy of any report prepared by such authorities.
- d. **Cooperation, Indemnification.** You agree to cooperate fully with Administrator, Custodian, and any legal authorities in connection with any investigation of Fraudulent Activity, including by completing any required affidavits and by providing Administrator and Custodian with reasonable access to your mobile device, computer, and network. Failure to cooperate as required by this Section may result in delays in regaining access to your Crypto IRA or other adverse consequences. You agree to indemnify and hold harmless Administrator, Custodian, and their respective affiliates from and against any losses arising out of or relating to any Fraudulent Activity in connection with your Crypto IRA.
- e. **Unauthorized Account Activity.** You are solely responsible for monitoring your Crypto IRA for unauthorized or suspicious transactions ("**Unauthorized Activity**"). You agree, to the extent permitted by applicable law, that we are not responsible (and you will not hold us responsible) for any Unauthorized Activity. You are solely responsible for any order placed through your Account as a result of Unauthorized Activity. You must protect your Account from Unauthorized Activity by: (i) reviewing, on an ongoing basis, your transaction history; (ii) reviewing, immediately upon receipt, any transaction receipts, confirmations and notices that we may provide through the Public Platform or send to your email address associated with your Crypto IRA; and (iii) when you submit a transaction to Administrator for your Crypto IRA, verifying that you received a confirmation with respect to that transaction and notifying us if not.
- f. **Unauthorized Access.** You are solely responsible for monitoring your Crypto IRA for unauthorized or suspicious transactions ("**Unauthorized Activity**"). You agree, to the extent permitted by applicable law, that we are not responsible (and you will not hold us responsible) for any Unauthorized Activity. You are solely responsible for any order placed through your Crypto IRA as a result of Unauthorized Activity. You must protect your Crypto IRA from Unauthorized Activity by: (i) reviewing, on an ongoing basis, your transaction history; (ii) reviewing, immediately upon receipt, any transaction receipts, confirmations, and notices that we may provide through the Public Platform or send to your email address associated with your Crypto IRA; and (iii) when you submit a transaction to Administrator, verifying that you received a confirmation with respect to that transaction and notifying us if not.

5. Network Events

Blockchain networks may experience forks, protocol upgrades, token migrations, airdrops, or other events (“**Network Events**”) that result in the creation of new digital assets or changes to an existing asset. The Crypto Subcustodian determines, in its sole discretion, whether to support any asset resulting from a Network Event. Neither the Custodian nor the Administrator is obligated to support, recognize, distribute, or make available any such asset. If an asset resulting from a Network Event is not supported by the Crypto Subcustodian, (i) you may not receive the benefit of such asset; (ii) the asset may be permanently unavailable; and (iii) neither the Custodian nor the Administrator will have any liability in connection with such determination. The Crypto Subcustodian may temporarily suspend trading or withdrawals in connection with a Network Event.

F. Distributions

1. Cash Distributions

You may not take a cash distribution from your Crypto IRA directly. To take a cash distribution, you must first sell cryptocurrency held in your Crypto IRA. The resulting cash proceeds will be transferred to your Apex IRA, as described above in Section E. You may then request a distribution from your Apex IRA in accordance with the Apex IRA Agreements. Tax withholding and reporting on withdrawals from your Apex IRA are handled by Apex in accordance with the Apex IRA Agreements, not by Custodian or the Administrator.

2. Cryptocurrency Withdrawals

In-kind transfers of cryptocurrency assets directly out of your Crypto IRA are not currently supported. If you wish to withdraw value from your Crypto IRA, see Section F.1 above. The Administrator may make in-kind cryptocurrency transfers available in the future, subject to operational and regulatory requirements, upon notice to you.

3. Distribution Controls

The Administrator may establish controls and limitations on distribution requests made within sixty (60) days of the creation of your Crypto IRA. The Administrator may decline to process any distribution request made during this period, except for a request to revoke your Crypto IRA within the first seven (7) days of account creation pursuant to Treasury Regulation 1.408-6(d)(4)(ii)(A)(2). The 60-day period will expire automatically without further notice from the Administrator. You are responsible for ensuring that any distribution request is submitted at a time and in a manner that suits your needs.

G. Limitation of Liability and Indemnification

1. Limitation of Liability

IN NO EVENT WILL THE ADMINISTRATOR OR CUSTODIAN BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF CAPITAL, LOSS OF DATA, LOSS OF USE, TAXES, PENALTIES, OR INTEREST, REGARDLESS

OF THE BASIS OR LEGAL THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF THE ADMINISTRATOR OR CUSTODIAN HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE AGGREGATE LIABILITY OF THE ADMINISTRATOR AND CUSTODIAN TO ANY ACCOUNT HOLDER OR CRYPTO IRA BENEFICIARY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES RECEIVED BY THE ADMINISTRATOR OR CUSTODIAN FROM THE ACCOUNT HOLDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THESE LIMITATIONS SHALL APPLY TO ANY LIABILITY ARISING FROM ANY CAUSE OF ACTION WHATSOEVER, EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

Notwithstanding the foregoing, the Administrator and Custodian are responsible for the administration and custody (respectively) of your Crypto IRA to the extent required by applicable law governing administrators and custodians of individual retirement accounts.

You acknowledge and agree that neither the Administrator nor Custodian is responsible for any trading or other losses (including losses due to theft, fraud, cybersecurity breach, loss of control of private keys, or any loss arising from trading, transferring, or holding digital assets with Crypto Subcustodian), resulting directly or indirectly from or in connection with your use of the Crypto Subcustodian or the holding of digital assets in your Crypto IRA.

2. Indemnification

You agree to indemnify and hold harmless the Custodian and Administrator, and their respective agents and assigns, from and against any and all claims, actions, proceedings, damages, judgments, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or in connection with: (i) this Agreement; (ii) your investment decisions and instructions with respect to your Crypto IRA; or (iii) your failure to comply with applicable law. The Custodian and/or Administrator may deduct from your Crypto IRA any amounts to which they are entitled to reimbursement under this indemnification provision.

H. Fees

1. Fee Schedule

You agree to pay the service fees and charges ("**Fees**") at the rates and on the terms set forth in the Fee Schedule. You acknowledge that you have received, reviewed, and agree to the Administrator's Fee Schedule. You agree that the Fee Schedule may be updated from time to time upon thirty (30) days prior notice to you.

2. Payment of Custodial Fee

In addition to any other Fees described on the Fee Schedule, Administrator, on behalf of Custodian, may charge the Crypto IRA a monthly custodial fee that is tied to the market value of your Crypto IRA (the "**Custodial Fee**"). The Custodial Fee rate, and the method the Administrator uses to calculate such fee, is described in more detail in the Fee Schedule.

You authorize and direct the Administrator to charge the Custodial Fee on a monthly basis, in arrears, to your Crypto IRA. To ensure that you have sufficient funds available in your Crypto IRA, you authorize Administrator and Apex, on a monthly basis, to transfer funds from your Apex IRA to your Crypto IRA in an amount sufficient to pay the Custodial Fee (if any) for the previous month. Administrator, on behalf of Custodian, shall apply such transferred funds immediately to the payment of the Net Custodial Fee upon receipt. You acknowledge and agree that: (i) such transferred funds will not be available for investment in your Crypto IRA and will be applied solely to satisfaction of the Net Custodial Fee; (ii) the transfer will reduce the cash balance in your Apex IRA; and (iii) the transfer constitutes a custodian-to-custodian transfer between Apex Clearing Corporation and Alto Trust Co. and is not a contribution to your Crypto IRA.

3. **Limited Right of Deduction.** The Administrator, in its sole discretion, may cause certain cryptocurrency assets in your Crypto IRA to be liquidated to satisfy unpaid Fees. As with any other transaction in the Crypto IRA, you are responsible for any tax liabilities resulting from such liquidations, and the Administrator and Custodian bear no responsibility for any adverse tax consequences or other liabilities resulting from any liquidation or distribution. If any payment remains outstanding, the Administrator and Custodian may, upon five (5) days' notice to the email address associated with your account, close your Crypto IRA.
4. **Right of Set-Off.** To the extent permitted by applicable law, the Custodian and Administrator may deduct or apply assets held in your Crypto IRA against any Fees, charges, or other amounts owed by you under this Agreement in connection with your Crypto IRA. Such deduction may include the liquidation of cryptocurrency assets in your Crypto IRA if there is insufficient cash available to satisfy such obligations.

This right of deduction applies solely to obligations arising under this Agreement with respect to your Crypto IRA and does not constitute a pledge of, or security interest in, your Crypto IRA assets for any other purpose.

I. Cryptocurrency Risk Disclosures

Trading in cryptocurrencies involves significant risk and is not suitable for all investors. You should carefully consider your investment objectives, level of experience, and risk tolerance before trading. The following is a summary of certain key risks.

- a. **No SIPC or FDIC Protection.** Cryptocurrency assets held in your Crypto IRA are not securities and are not protected by the Securities Investor Protection Corporation ("**SIPC**"). Cash held in your Apex IRA is not a bank deposit and is not insured by the Federal Deposit Insurance Corporation ("**FDIC**"). Neither the Administrator nor Alto Trust is an FDIC-insured institution.
- b. **Risk of Total Loss and Volatility.** The price and liquidity of cryptocurrencies have been subject to large fluctuations in the past and may continue to be so in the future. The value of your cryptocurrency holdings may decline rapidly and without warning. You may sustain a total loss of the funds in your Crypto IRA.

- c. **Custody Risk.** Your cryptocurrency assets are held in custody by zerohash as Crypto Subcustodian, not by the Administrator or Alto Trust directly. You are exposed to the operational and credit risk of zerohash.
- d. **Irreversible Transactions.** Cryptocurrency transactions are generally irreversible. Once an order is executed, it cannot be canceled or reversed. You are responsible for any losses resulting from fraudulent or erroneous transactions.
- e. **Regulatory Risk.** The legal and regulatory treatment of cryptocurrencies in the United States is subject to significant change and uncertainty. Future legislation or regulation may adversely affect the use, transfer, exchange, and value of cryptocurrencies.
- f. **Cybersecurity and Operational Risk.** The technology underlying cryptocurrency is vulnerable to cybersecurity attacks, malicious activity, and operational failures, any of which could result in a partial or total loss of your assets.
- g. **Liquidity Risk.** zerohash is not obligated to provide quotes for digital assets and makes no guarantee of continuous trading availability. Market liquidity for certain cryptocurrencies can be thin, which may impact your ability to buy or sell at a favorable price, or at all.
- h. **No Margin Value.** Cryptocurrency assets in your Crypto IRA will not be assigned any margin value and cannot be used as collateral for a margin loan in your Apex IRA or any brokerage account.
- i. **Virtual Currencies.** Cryptocurrencies are not controlled by any sovereign government and their value may not be based on any tangible commodity, security, economic measure, or legal obligation. Apart from supply and demand, there may be no fundamental economic basis for the valuation of cryptocurrencies.
- j. **Short Selling Prohibited.** You may not engage in short sales of any digital assets through the Public Platform. You may only sell digital assets that you own and that are held in your Crypto IRA.
- k. **Availability of Digital Assets.** The selection of digital assets available for trading is determined by the Administrator and zerohash and may change at any time without prior notice. We make no guarantee that any specific digital asset will remain available for trading.
- l. **Uniform Commercial Code.** All cryptocurrency in your Crypto IRA is your property. For purposes of Article 8 of the Uniform Commercial Code, your Crypto IRA is a "securities account" maintained by Alto Trust, which serves as a "securities intermediary." You are the "entitlement holder," and your interest in any cryptocurrency held in your Crypto IRA is a "security entitlement" against Alto Trust, which in turn holds a corresponding security entitlement against zerohash. The Administrator is not acting as a "securities intermediary." Assets held in the omnibus account are not the property of zerohash or Alto Trust and are not subject to claims of their respective creditors.

J. Disclaimers Regarding Warranties and Market Data

You acknowledge and agree to the following terms regarding the Crypto IRA product and any associated data:

- a. **"As Is" Service:** THE PUBLIC PLATFORM AND CRYPTO IRA ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, PUBLIC EXPRESSLY DISCLAIMS, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- b. **Market Data and Third-Party Information:** You understand and agree that all market data, prices, charts, news, and other information related to digital assets displayed on the Public Platform ("**Market Data**") may be sourced from third-party providers. Administrator does not generate or control this Market Data. Accordingly, Administrator does not guarantee the accuracy, timeliness, completeness, or reliability of any Market Data or other information you access through the Platform.
- c. **No Liability for Information:** You acknowledge that you are using any and all Market Data at your sole risk. Administrator will not be responsible or liable to you for any losses, damages, or claims, whether direct or indirect, arising from or relating to any inaccuracies, errors, delays, or omissions in the Market Data. You are responsible for verifying the accuracy of any information before making a transaction.
- d. **Not Investment Advice:** The availability of Market Data through the Platform does not constitute investment, financial, or trading advice, nor is it a recommendation or solicitation from Public to buy, sell, or hold any digital asset. All transactions you initiate are based on your own judgment and decisions.

K. General Disclosures

1. Self-Directed Investments; No Investment Advice.

Your Crypto IRA is entirely self-directed. You are solely responsible for all orders, instructions, and decisions placed through your Crypto IRA. Neither Alto Trust nor the Administrator makes any recommendations regarding the creation, funding, or management of your Crypto IRA, nor do they provide investment, financial, legal, or tax advice. All investment decisions are your sole responsibility, including which cryptocurrencies to buy or sell, when to trade, and how much to invest. All Market Data, pricing information, and other information available through the Public Platform is provided for informational purposes only and does not constitute a recommendation or solicitation to buy, sell, or hold any digital asset. You should seek guidance from qualified financial, legal, and tax professionals as appropriate.

2. Account Statement

You understand that a value listed in a Crypto IRA statement is deemed accepted by you if you do not dispute it in writing within sixty (60) days of the statement being issued.

3. Conflicts and Other Compensation

The Administrator, Custodian, or their respective affiliates may receive compensation from third parties in connection with the services provided under this Agreement, which does create some conflicts with your interests. For example, the Administrator earns revenue on transaction fees, which creates a conflict of interest because the Administrator has incentive for you to trade more. The Administrator also charges a custodial fee which is based on the amount of assets in your Crypto IRA. We therefore have an incentive to encourage you to increase the assets in your account. You do not earn interest on any cash in your Apex IRA, but the Administrator's affiliate Open to the Public Investing, Inc. does. The Administrator and Custodian will comply with applicable law regarding the disclosure and management of any conflicts of interest.

L. Arbitration

1. Mandatory Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES YOU TO RESOLVE DISPUTES WITH THE CUSTODIAN AND ADMINISTRATOR THROUGH BINDING INDIVIDUAL ARBITRATION RATHER THAN IN COURT, AND WAIVES YOUR RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTIONS. IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MAY REJECT IT AS DESCRIBED BELOW.

The Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) ("**FAA**") governs this Arbitration section. Upon the request of any party, whether made before or after the institution of legal proceedings, all claims and disputes of every type and nature, whether past, present, or future, arising between you and the Custodian or Administrator, shall be submitted to individual, final, and binding arbitration. This includes, but is not limited to, claims based on negligence, breach of contract, tort, fraud, misrepresentation, statute, regulation, or ordinance. Any dispute regarding the interpretation, applicability, enforceability, scope, waiver, or formation of this Agreement shall also be decided by the arbitrators.

2. No Class Actions

YOU AGREE THAT ANY CLAIMS WILL BE ADJUDICATED SOLELY ON AN INDIVIDUAL BASIS. YOU WAIVE THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL, OR OTHER JOINT ACTION WITH RESPECT TO ANY CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT. If a final judicial determination is made that the class action waiver is unenforceable and a class action may proceed, the arbitrators shall have no authority to preside over such action, and it must be brought in a court of competent jurisdiction.

3. Small Claims Court

Notwithstanding the foregoing, you have the right to file an individual action in small claims court if it is within that court's jurisdiction. If such action is removed or transferred to a court of general jurisdiction, the defendant retains the right to compel binding arbitration.

4. Rejection of Arbitration

If you do not want this Arbitration provision to apply, you may reject it by mailing a signed, written rejection notice within thirty (30) calendar days of first receiving this Agreement to: Alto Trust Co., Capitol View Block E, 500 11th Avenue North, Suite 790, Nashville, TN 37203. Such notice should include your name, Crypto IRA account number, and a statement that you reject the Arbitration provision. Rejection of this Arbitration provision will not affect any other provision of this Agreement or your ability to use Crypto IRA services.

5. Pre-Arbitration Notice

Any party intending to demand arbitration must first send the other party, by certified mail (return receipt requested), a written Notice of Dispute containing: (i) the claimant's name, address, and phone number; (ii) a description of the nature of the claim and a short factual statement; (iii) the specific relief sought; and (iv) the claimant's written signature. Your notice must be sent to the Custodian at: Alto Trust Co., 500 11th Avenue North, Suite 790, Nashville, TN 37203; and to the Administrator at: Public Holdings, Inc., 228 Park Ave. S, Suite 97716, New York, NY 10003. Any notice to you may be sent to your last known address on file with the Custodian or Administrator. After receipt of a Notice of Dispute, either party has thirty (30) days to research the issues and attempt informal settlement.

6. Arbitration Rules and Procedures

Arbitration will be administered by the American Arbitration Association ("**AAA**") in accordance with its Consumer Arbitration Rules ("**AAA Rules**") in effect at the time arbitration commences, except that where the AAA Rules conflict with this Agreement, this Agreement shall govern. AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A Demand for Arbitration must be filed with the AAA and a copy sent by certified mail to the addresses above. Arbitration proceedings will be conducted before a an arbitrator (or panel of arbitrators) selected pursuant to the AAA Rules, each of whom must be a retired or former judge or an attorney with at least ten (10) years of experience.

The arbitrator(s) may award any remedy available to a party in their individual capacity under applicable law. Arbitration hearings will be held at a location reasonably convenient to you, as determined by the arbitrators. The arbitration decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

M. General Provisions

1. Electronic Communications

You agree that all notices, communications, and records required under this Agreement may be provided electronically in accordance with the [Electronic Delivery Agreement](#), which is incorporated herein by reference. Your Crypto IRA is subject to the provisions of the Uniform Electronic Transactions Act, as enacted in the State of New Mexico, and the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001) ("**ESIGN Act**"). The Custodian may reproduce any records to electronic or other permanent form, and any such reproduction shall have the same force and effect as the original.

2. Severability

If any provision of this Agreement is found to be illegal, invalid, void, or unenforceable, that provision will be severed and the remaining provisions will remain in full force and effect, except as otherwise provided in the Arbitration section with respect to the class action waiver.

3. No Agency

Nothing in this Agreement shall be deemed to constitute, create, or give effect to a joint venture, partnership, or formal business entity of any kind between the parties. Alto Trust, the Administrator, and the Crypto Subcustodian are independent contractors, and nothing herein shall be construed to make any party the agent, employee, or legal representative of another for any purpose. No party shall have any right or authority to assume or create any obligation on behalf of any other party.

4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico applicable to contracts made and performed therein, except that the Arbitration section shall be governed by the FAA.