

PERSONAL CUSTODIAL ACCOUNT AGREEMENT

Terms and conditions of this Self-Directed Account are listed below.

The Customer and New Direction IRA Inc., agent for the Custodian, Mainstar Trust Company, make the following agreement:

Definitions: In this part of this Agreement the words “you”, “your”, “Depositor”, and the “Customer” mean the account holder(s). If there is more than one account holder, then these words mean all account holders’ jointly and severally as indicated herein. The words “we”, “us”, and “our” mean New Direction IRA Inc. The word “Account Representative” means any individual the Customer has delegated his or her investment responsibilities. The word “in writing” includes, subject to any limitations contained in Treasury Regulation section 1.401(a)-21 and any other applicable federal or state law or regulation, Depositor acknowledges and agrees that the Custodial Account shall be subject to the provisions of the Uniform Electronic Transactions Act, as passed in the state of Kansas, and the federal Electronic Signature in Global and National Commerce Act (ESIGN Act, as contained in 15 U.S.C. 7001), as those laws pertain to electronic communication, electronic signatures, and electronic storage of Custodial Account records including transmission of notification via electronic notices through API calls. The assets which may be delivered to and accepted by New Direction IRA Inc. under this Agreement, are hereinafter called the “Account.”

Custodian and Administrator: (a) The Custodian for the Custodial Account is Mainstar Trust.

(b) The Administrator for the Custodial Account is New Direction IRA, Inc., a Colorado corporation.

Agent for the Custodian: The Custodian has appointed New Direction IRA to act as agent for the Custodian for the purpose of performing administrative or other custodial-related services with respect to the Custodial Account for which the Custodian otherwise has responsibility under this Agreement. All limitations of duties to the Account Holder, and releases or indemnifications of the Custodian by the Account Holder in this Agreement shall apply equally to New Direction IRA. New Direction IRA shall perform duties on behalf of the Custodian which include, but are not limited to, executing applications or adoption agreements, transfers, stock powers, escrow accounts, purchase agreements, notes, deeds, conveyances, liens, placing assets or liabilities in the Administrator’s name for the benefit of the Account Holder to provide administrative feasibility for such transactions, depositing contributions, and income, paying liabilities and distributions and government reporting for Account Holder who have established a Custodial Account with the Custodian.

1. **Joint Accounts:** Each joint Account holder authorizes New Direction IRA Inc. to act upon the instruction of any one joint account holder. Each joint account holder authorizes each other joint account holder to conduct business concerning the Account without the knowledge and consent of the other joint account holders. Notice to any one joint account holder constitutes notice to all joint account holders. Each joint account holder shall be jointly and severally liable to New Direction IRA Inc. under any and all terms of this Agreement.
2. **Responsibility of New Direction IRA Inc.:** New Direction IRA Inc. will at least annually report to the Customer all transactions occurring during that period, and provide a list of assets held. Unless otherwise requested in advance, all reporting will be made to SeedInvest Technology, LLC (“SeedInvest Technology”) who’s responsibility will be to distribute all reporting directly to you. New Direction IRA will not be responsible for SeedInvest Technology’s performance of its responsibility to report to you. Neither New Direction IRA Inc. nor its officers, directors, or employees will be liable to the Customer for any loss arising out of any investment made or retained. New Direction IRA Inc. will be responsible for the safekeeping of the securities in the Account, but shall not be required to exercise greater care in this regard than it reasonably does in the safekeeping of its own property. New Direction IRA Inc. will not be liable for any act or failure to act on the part of any Account Representative to effect a transaction from the Account or for the solvency of any Account Representative.
3. **Representations and Responsibilities:** You represent and warrant to us that any information you have given or will give us with respect to this Agreement is complete and accurate. Further, you agree that any directions you or the Account Representative give us, or action you or the Account Representative take will be proper under this Agreement and that we are entitled to rely upon any such information or directions. You acknowledge that we are under no obligation to determine what actions or documentation may be necessary or appropriate with respect to any transaction requested by you or the Account Representative, and that we need only obtain those documents specified by you or the Account Representative in any authorization (i.e. purchase or sale authorization). We shall have no duty to confirm or ascertain that any such document or

instrument obtained in connection with any transaction is genuine or authentic or that it has been properly or correctly executed or entered into by any purported party thereto.

Upon receipt of any report or statement directly from us or SeedInvest Technology, you must inform us in writing if you believe any information on the report/statement is incorrect within 30 days after the report/statement is sent. If you do not so inform us, then we shall be relieved from all liability regarding the status of your Account as stated in the report/statement.

We shall not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act. We shall not be responsible for any penalties, taxes, judgments, damages or expenses you incur in connection with your Account.

4. **Investment of Amounts in the Account.**

A. **Direction of Investment** – You acknowledge that it is your responsibility to direct the investment of your Account assets and that we, acting as custodian of your Account, will have no responsibility or involvement in evaluating or selecting any assets for acquisition or disposition, and shall have no liability for any loss or damage that may result from or be associated with any requested investment transaction. You shall direct all investment transactions, including earnings and the proceeds from securities sales. Your investment choices are limited to investments that New Direction IRA Inc. is capable of holding in the ordinary course of its business and in accordance with its policies and practices.

At our sole discretion, we reserve the right to not accept any investment into the Account. Certain types of investments may pose unacceptable administrative burdens to us, and therefore, we reserve the right to not accept such investments into the Account. Administrative burdens include, but are not limited to, the inability of our computer, accounting, or other systems to service the asset or excessive manual labor to service the asset. In addition, all assets must comply with our policies. We reserve the right to review any or all investments to determine if the asset is administratively feasible to us. Our review will be solely administrative in nature. Our decision to not accept an asset should in no way be construed as a determination concerning the prudence or suitability of the investment for your Account. Likewise, acceptance of the asset by us should not be construed as a favorable opinion as to the prudence or suitability of the investment for your Account. Our review of any asset you desire to purchase and hold in the Account should in no way be construed as a “due diligence” review. We do not perform any type of feasibility study, nor do we research or confirm any financial information regarding any investment.

You and upon your death(s), the Account’s Beneficiaries (as defined in Section 7) agree to indemnify and hold harmless New Direction IRA Inc. from and against all losses, expenses, settlement payments, or judgements incurred by, or entered against New Direction IRA Inc. as the result of any threatened or asserted claim against New Direction IRA Inc. that pertains in any way to: 1. New Direction IRA Inc.’s activities with you; 2. Your investments; and/or 3. Prosecuting (including an appeal) a claim or counterclaim against you requesting payment of the indemnification obligation set forth herein. Your indemnification obligation applies to any threatened or asserted claim against us including specifically a claim that is threatened or asserted by you against us. Your indemnification obligation hereunder also applies to any threatened or asserted claims brought by you against us resulting from wrongful conduct by any Account Representative including but not limited to fraud, forgery or any other illegal act engaged in by Account Representative, or other agent retained by you.

In the absence of instructions from you or if your instructions are not in a form acceptable to us, we shall deposit your uninvested cash into pooled deposit accounts at one or more FDIC or other United States government insured institutions or in United States government securities or in securities that are insured or guaranteed by the United States government pending further investment direction by Depositor. All income generated by Undirected Cash in Custodian’s pooled deposit accounts shall be retained by Custodian as fees, as described in paragraph 8.07(e) above. Depositor authorizes Custodian to transfer any Undirected Cash in the Custodial Account into any FDIC insured financial institution or in United States government securities or in securities that are insured or guaranteed by the United States government without any further approval or direction by the Depositor.

You agree to indemnify and hold New Direction IRA Inc. harmless from and against any and all claims, liabilities, causes of action, losses, and expenses (including, without limitation, any court costs, attorney’s

fees and other expenses) asserted against or incurred by New Direction IRA Inc. as a result of, or in any way relating to, any action requested or directed by you or by your Account Representative.

Directions regarding your Account must be in writing from either you, or the Account's Representative. In the event that we receive written investment directions from either you or the Account's Representative, we may rely on the genuineness of all signatures and shall be under no duty to investigate any directions or investment decisions. You authorize us to honor original and fax copies of requests from you or the Account Representative. We shall be under no duty to investigate the genuineness of the signatures, but may employ any means of verification we wish if we elect to pursue verification.

New Direction IRA Inc. shall be under no obligation or duty to secure, verify title to or otherwise evaluate the assets underlying any investment contemplated herein, or to obtain or maintain insurance coverage (whether liability, property or otherwise) with respect to any such assets or investments or the collateral for such investment. New Direction IRA Inc. shall be fully protected in acting upon any instrument, certificate or paper believed to be genuine and to be signed or presented by the proper person or persons, and New Direction IRA Inc. shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained. Further, New Direction IRA Inc. is not providing legal or tax services or advice with respect to the investment and you absolve and indemnify New Direction IRA Inc. in the event that the investment or sale of assets pursuant to any investment directions violates any federal or state law or regulation or otherwise, results in a disqualification, penalty or tax imposed upon the Account, New Direction IRA Inc. or you. Furthermore, you authorize and direct New Direction IRA Inc. to execute and deliver, on behalf of his or her Account, any and all documents delivered to New Direction IRA Inc. in connection with such investment; and New Direction IRA Inc. shall have no responsibility to verify or determine that any such documents are complete, accurate or constitute the documents necessary to comply with the investment direction.

All transactions shall be subject to any and all applicable Federal and State laws and regulations and the rules, regulations, customs and usages of any exchange, market or clearing house where the transaction is executed and to our policies and practices.

After the death of the sole surviving Account holder, the beneficiary(ies) (as defined in Section 7) of the Account shall have the right to direct the investment of the Account assets, subject to the same conditions that applied to you under this Agreement.

- B. **Our Investment Powers and Duties** – We shall have no discretion to direct any investment in your Account. We assume no responsibility for rendering investment advice with respect to your Account, nor will we offer any opinion or judgment to you on matters concerning the value or suitability of any investment or proposed investment for your Account. We shall exercise the voting rights and other shareholder rights with respect to securities in your Account but only in accordance with the instructions you give to us.

Except to the extent, if any, that may be required by applicable law, we shall have no duty or obligation to monitor or make you or the Account Representative aware of the receipt or non-receipt of any funds payable to your Account with respect to any assets in such Account (e.g., dividends, interest or other distributions) or to provide you with any other information or documentation (other than pleadings, orders or official notices arising from any judicial proceeding) that we may receive or become aware of with respect to such assets. (For example, and not by way of limitation, we shall have no obligation or duty to provide you with any information or documentation with respect to tender offers that have not been registered with the Securities and Exchange Commission.) We shall have no duty to undertake any action with respect to the collection or enforcement of any payments or rights relating to such assets (including, without limitation, any participation in any bankruptcy proceedings, receivership proceedings, foreclosures or other litigation, or the perfection or enforcement of any lien or other rights with respect to such assets) without receiving prior instruction from you, accompanied by such undertaking of indemnification as we may request to assure us that we will be fully reimbursed and protected with respect thereto. Without limitation on the foregoing, we may however, if we so elect, advised by counsel if deemed appropriate, respond and participate in any such bankruptcy proceeding, receivership proceeding, or other litigation to which we or the Account may have been made a party, and in such case we shall be fully indemnified and protected by you for any action taken by us in good faith. We shall be entitled to seek the advice of legal counsel in connection with any matter relating to your Account or any assets, and may in good faith rely and act upon such advice.

- C. **Delegation of Investment Responsibility** – We may, but are not required to, permit you to delegate investment responsibility for your Account to another party by giving written notice of your delegation in a format we prescribe. We shall follow the direction of any such party who is properly appointed, and we shall be under no duty to review or question, nor shall we be responsible for any of that party's directions, actions or failures to act. We have the right to rely on any representations and/or warranties made by your Account Representative in connection with any sale or purchase on behalf of your Account, including but not limited to representations with regard to suitability requirements.

Said Representative may be a registered representative of a broker/dealer organization, a financial advisor or any other person as may be acceptable to you. The Representative shall be your authorized agent and is not the agent of New Direction IRA Inc.. We shall construe all investment directions given by the Representative, whether written or oral, as having been authorized by you. You may appoint and/or remove the Representative by written notice to New Direction IRA Inc. provided that the removal of Representative shall not have the effect of canceling any notice, instruction, direction or approval received by New Direction IRA Inc. from the removed Representative before New Direction IRA Inc. received said notice or removal.

- D. **Purchase and Sale of Securities.** – New Direction IRA Inc. will place orders for the purchase or sale of securities for the Account in accordance with your directions. No purchase orders will be placed unless the necessary funds are in the hands of New Direction IRA Inc., and no sale orders will be placed unless the securities to be sold are held by New Direction IRA Inc. and are in deliverable form. New Direction IRA Inc. is authorized to charge the Account with the cost of all securities purchased and to credit the Account with proceeds of securities sold. CUSTOMER RECOGNIZES THAT THE ASSETS PURCHASED AND/OR HELD IN THIS ACCOUNT ARE: NOT INSURED BY THE FDIC; NOT A DEPOSIT OR OTHER OBLIGATION OF OR, GUARANTEED BY FIRST TRUST COMPANY OF ONAGA; SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED.

- E. **Rights Incident to the Ownership of Securities.** – New Direction IRA Inc. may exercise, but will be under no obligation to exercise voting rights incident to any securities held in its name or in the name of its nominee in accordance with the written instructions received from the Customer with respect to voting as to particular issues.

5. **Account Ownership:** If this Account is in the names of two or more persons, this Account is held in joint tenancy with the right of survivorship and not as tenants in common. Upon the death of a joint account holder, the Account belongs to the surviving account holder(s).

You may designate one or more person(s) or entity(ies) as a transfer on death beneficiary (beneficiary), of your Account. This designation can only be made on a form prescribed by us and it will only be effective when it is filed with us. Each such beneficiary designation you file with us will cancel all previous ones. The consent of such beneficiary shall not be required for you to revoke a beneficiary designation. If you do not designate such a beneficiary, the estate of the sole surviving account holder will be the beneficiary.

You may designate one or more person(s) or entity(ies) as transfer on death beneficiary (beneficiary of your Account). If one or more beneficiaries are designated, this account will be deemed to be registered in Beneficiary Form under the Kansas Uniform TOD Security Registration Act, in K.S. A. 17-49a01 and following. If the Account holder is an individual, the account is registered in the name of the Account Holder, Transfer on Death to the beneficiary or beneficiaries named. If the account is a joint account with right of survivorship, the account is registered in the name of the Principals as joint tenants with right of survivorship (and not as tenants-in-common), Transfer on Death of the last surviving Principal to the beneficiary or beneficiaries named. If you designate more than one beneficiary, the assets in the account will be divided equally, unless otherwise designated, among the beneficiaries. Should any beneficiary be not then living, the assets in the account shall pass to remaining beneficiaries pro rata.

6. **Notices and Change of Address:** Any required notice regarding this Account will be considered effective when we mail it to the last address of the intended recipient which we have in our records. Any notice to be given to us will be considered effective when we actually receive it. You must notify us of any changes of address.

7. **Service Fees:** A fee of \$2.00 will be charged for each sale or transfer of securities initiated by the client.

8. **Amendments:** With the exception of #7 – Service Fees, we have the right to amend this Agreement at any time. You will be deemed to have consented to any amendment unless, within 30 days from the date we mail the amendment, you notify us in writing that you do not consent.
9. **Withdrawals:** All requests for withdrawal shall be in writing on a form provided by or acceptable to us. The method of distributions must be specified in writing. The tax identification number of the recipient must be provided to us before we are obligated to make a distribution.
10. **Transfers From Other Plans:** We can receive cash and/or assets transferred to this Account from the custodian or trustee of another account. We reserve the right not to accept any transfer or direct rollover.

We shall not be liable for the actions or inactions of any prior custodian or other service provider that may have occurred before the transfer of the Account assets to us.

11. **Liquidation of Assets:** We have the right to liquidate assets in your Account if necessary to make distributions or to pay fees, expenses or taxes properly chargeable against your Account. If you fail to direct us as to which assets to liquidate, we will decide in our complete and sole discretion and you agree not to hold us liable for any adverse consequences that result from our decision. We may establish a reasonable reserve from the assets of the Account with which to pay our compensation or expenses of administration.
12. **Valuation of Assets:** The assets in your Account shall be valued annually at the end of each calendar year, but we retain the right to value the assets in your Account more frequently. We will value the investments of the Account utilizing various third-party pricing sources and designated valuation agents. However, we do not guarantee the accuracy of prices obtained from these sources. The year end value of illiquid and/or non-publicly traded investments, which may include without limitation limited partnerships, limited liability companies, privately held stock, real estate investment trusts, hedge funds, and such other investments as we may designate, *must* be provided to us no later than the following January 10th by the asset's designated valuation agent or third party pricing source. If we do not receive a current market value by the following January 10th for such investment, we shall be entitled to use as that year end's fair market value the last fair market value provided to us, or if none, the original purchase price of the investment for all applicable tax reporting and year-end statement valuations. At any point after there has been a failure to provide us with a fair market value for a period exceeding 9 months after requested, we may distribute the investment at its last reported value to you, or after your death your beneficiary (as defined in Section 7) and shall have no responsibility or liability for any tax, financial, or other consequences relating to or arising from such distribution. Unless we have received written information to the contrary, promissory notes and privately offered corporate debt will have valuations reflected at the face value shown on the original note or debt instrument or if the note is such that it is subject to an amortization schedule, valuation may be shown at amortized value. We are not responsible for the timeliness or the accuracy of the fair market value for any investment, and shall have no responsibility or liability for acting on a fair market value so provided, or the last fair market value utilized if none is provided. If we are required to obtain a fair market value for an investment due to a court order or similar circumstance, we may obtain an appraisal from an independent third party, paying the cost for said appraisal from the liquid investments held in the Account, or in the alternative after having first received the cost of the appraisal from you or your beneficiary (as defined in Section 7) if liquid investments in the Account are otherwise insufficient. You, and upon your death, your beneficiary (as defined in Section 7) agree to indemnify us and hold us harmless from and against all losses, expenses, settlements or claims with regard to investment decisions, distribution values, tax reporting or any other financial impact or consequence relating to or arising from the valuation of assets in the Account.
13. **Restrictions On The Fund:** Neither you nor any beneficiary (as defined in Section 7) may sell, transfer or pledge any interest in your Account in any manner whatsoever, except as provided by law or this Agreement.
14. **What Laws Apply:** This Agreement is subject to all applicable Federal and State laws and regulations. You agree that where state law applies, Kansas law shall govern this instrument, any other instrument executed in connection with your Account, and you, your agent and our respective rights and obligations hereunder or otherwise with respect to the Account and assets. This document and any other document executed in connection with your Account does not become effective until a signed copy has been received and accepted by us in the State of Kansas (the taking of action by us of any authorization shall constitute our acceptance). We shall have the right to refuse to accept and to not act upon, any instruction or direction given by you or your agent, provided that we promptly notify you or your agent of such election and refusal. You acknowledge and understand that all of our duties and undertakings will be carried out in the State of Kansas, and agree that any claims or disputes that arise in connection with your Account or any assets or any transaction requested by

you or your agent must be brought in arbitration as described in Section 20 below. If it is necessary to apply any State law to interpret and administer this Agreement, the law of Kansas shall govern.

If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither party's failure to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions, nor a waiver of either party's right thereafter to enforce each and every provision.

15. **Indemnity of New Direction IRA Inc.:** To the extent not prohibited by Federal or State law, you agree to indemnify, defend and hold us, our subsidiaries and affiliates (including officers, agents and employees) harmless against and from any and all claims, demands, liabilities, costs and expenses (including reasonable attorneys' fees and expenses), arising in connection with this agreement, with respect to (A) any negligence or alleged negligence, whether passive or active, by us, our subsidiaries or affiliates (including officers, agents and employees), (B) any breach or alleged breach, whether passive or active, by us, our subsidiaries or affiliates (including officers, agents and employees) of any responsibilities under this Agreement, (C) any breach or alleged breach, whether passive or active, by a third party of responsibilities under this Agreement or (D) any claim arising out of the purchase, holding or sale of any investments in the Account, whether directed by you or any agent appointed by you. You further agree to pay for our defense and the defense of our subsidiaries and affiliates (including officers, agents and employees) by independent counsel of our choice against any such claims, demands, liabilities or costs referred to above.

You agree to indemnify, defend and hold us, our subsidiaries and affiliates (including officers, agents and employees) harmless against and from any and all payments or assessments which may result from holding any publicly-traded security or any nonstandard, non-publicly traded or illiquid investment within the Account, and further agree that we and our subsidiaries and affiliates (including officers, agents and employees) shall be under no obligation whatsoever to extend credit or otherwise disburse payment beyond the cash balance of your Account for any payment or assessment related to such investment(s).

16. **Adverse Claims:** If we receive any claim to the assets held in the Account which is adverse to your interest or the interest of your beneficiary (as defined in Section 7), and we in our absolute discretion decide that the claim is, or may be meritorious, we may withhold distribution until the claim is resolved or until instructed by a court of competent jurisdiction. As an alternative, we may deposit all or any portion of the assets in the Account into the court through a motion of interpleader. Deposit with the court shall relieve us of any further obligation with respect to the assets deposited. We have the right to be reimbursed from the funds deposited for our legal fees and costs incurred.
17. **Account Not Guaranteed:** We do not guarantee the Account from loss or depreciation. Our liability to make payment to you at any time and all times is limited to the available assets of the Account.
18. **Arbitration of Claims:** Any controversy arising out of or relating to this Agreement or the breach thereof, or to the Account or any transactions authorized by you and/or your agent, shall be settled by arbitration in Johnson County, Kansas according to the rules of The American Arbitration Association. Arbitration is final and binding on the parties. The Parties are waiving their right to seek remedies in court, including the right to jury trial. The pre-arbitration discovery is generally more limited than and different from court proceedings.

Summary of Accountholder Responsibilities

This summary contains important information concerning your Account for which New Direction IRA, Inc, agent for the Custodian, Mainstar trust company acting as custodian. You are required to read and should understand this notice and, if you believe necessary, share it with your legal and/or investment advisor. This summary supplements the information contained in other documents that reflect the relationship between us and does not represent your contract in its entirety. Please refer to your plan agreement for all of the terms of your contract. For purposes of this summary, the Accountholder of an IRA or other custodial account is referred to as “you”, while New Direction IRA, Inc. is referred to as “we”.

As custodian for your Account, we are acting solely in a custodial capacity. We have no discretion to supervise your investments, or to advise or make any recommendation with respect to the purchase, sale or any other disposition of any investment or as to the management of your account, as more fully explained below.

You are Responsible for Investment Directions – You acknowledge that it is your sole responsibility to direct the investment of your Account assets and that we, acting as custodian for your Account, have no responsibility or involvement in evaluating or selecting any assets or investments for acquisition, holding, or disposition. We have no liability for any taxes, loss, or damage that may result from or be associated with any requested investment transaction. You must direct all investment transactions, including the investment of earnings and the proceeds from securities sales. Your investment choices are limited to investments that the Custodian is capable of holding in the ordinary course of its business and in accordance with its policies and practices.

At our sole discretion, we reserve the right to not accept any investment into your custodial account. Certain types of investments may pose unacceptable administrative burdens to us, and therefore, we reserve the right to not accept such investments into your custodial account. Administrative burdens include, but are not limited to, the inability of our computer, accounting, or other systems to service the asset, the inability to obtain an asset’s value, the failure to comply with Trust Company policies or excessive manual labor to service the asset.

We reserve the right to review any or all investments to determine if the asset is administratively feasible to us. Our review will be solely administrative in nature. Our decision to not accept an asset should in no way be construed as a determination concerning the prudence or suitability of the investment for your custodial account. Likewise, acceptance of the asset by us should not be construed as a favorable opinion as to the prudence or suitability of the investment for your custodial account.

Our review of any asset you desire to purchase and hold in your custodial account should in no way be construed as a “due diligence” review. We do not perform any type of feasibility study, nor do we research or confirm any financial information regarding any investment.

Asset Valuation - We will value your investment at least annually utilizing various third party pricing services. We do not guarantee the accuracy of prices received from said third party services. Year-end valuations for illiquid and/or non-publicly traded assets must be provided to us no later than January 10 of the following year. If a current value is not received by January 10, we shall use the last market value provided to us for all applicable tax reporting and year-end valuations. At any point after there has been a failure to provide us with a fair market value for a period exceeding 9 months after requested, we may distribute the investment at its last reported value to you, or after your death your beneficiary. We shall have no responsibility or liability for any tax, financial, or other consequences relating to or arising from such distribution.

We are not responsible for the timeliness or the accuracy of the fair market value for any investment, and shall have no responsibility or liability for acting on a fair market value provided to us, or the last fair market value utilized if none is provided.

Because your Account is self-directed, no projection of the growth of your Account can reasonably be demonstrated or guaranteed. The value of your Account is solely dependent upon the performance of any investment instrument chosen by you to fund your Account. You bear sole responsibility for the suitability of any directed investment and for any adverse consequences arising from your investments, including, without limitation, the inability of the custodian to value or to sell an illiquid investment, or the generation of unrelated business taxable income with respect to an investment. All transactions are subject to any and all applicable Federal and State laws and regulations and the rules, regulations, customs, and usage of any exchange, market, or clearinghouse where the transaction is executed and to our policies and practices. In the absence of instructions from you or if your instructions are not in a form acceptable to us, we will deposit your uninvested cash into pooled

deposit accounts at one or more FDIC or other United States government insured institutions or in United States government securities or in securities that are insured or guaranteed by the United States government pending further investment direction by Depositor. All income generated by Undirected Cash in Custodian's pooled deposit accounts shall be retained by Custodian as fees, as described in paragraph 8.07(e) above. Depositor authorizes Custodian to transfer any Undirected Cash in the Custodial Account into any FDIC insured financial institution or in United States government securities or in securities that are insured or guaranteed by the United States government without any further approval or direction by the Depositor.

Our Investment Powers and Duties are Limited – We have no discretion to direct any investment in your Account. We assume no responsibility for rendering investment advice with respect to your Account, nor will we offer any opinion or judgment to you on matters concerning the value or suitability of any investment or proposed investment for your Account. We are not responsible for losses you may incur as a result of the timing of any transfer among investments or from another trustee or custodian that are due to circumstances reasonably beyond our control.

We will exercise the voting rights and other shareholder rights with respect to securities in your Account, but only in accordance with the instructions you give to us. We will have no responsibility for determining the amount of or collecting contributions to your Account; determining the amount, character, or timing of any distribution from the Account; or determining your maximum contribution amount.

A financial representative may suggest that you retain our services as custodian for investments made through your individual retirement account or other custodial account. In those circumstances, it is important for you to understand that the financial representative represents you and does not act in a representative capacity with respect to us. We do not employ or compensate financial representatives for referring business to us, and the financial representatives do not act as agents of New Direction IRA. Any statements made by your financial representative with respect to our operations or the relationship between you and us do not in any way bind or obligate us. The relationship between you and us is specified in the agreements that you and we sign when your Account is established, or as those agreements may later be modified by us.

Except to the extent, if any, that may be required by applicable law, we have no duty or obligation to monitor or make you or your Account Representative aware of the receipt or non-receipt of any funds payable to your Account with respect to any assets in your Account (e.g., dividends, interest, or other distributions) or to provide you with any other information or documentation (other than pleadings, orders, or official notices arising from any judicial proceeding) that we may receive or become aware of with respect to such assets. We have no duty to undertake any action with respect to the collection or enforcement of any payments or rights relating to such assets (including, without limitation, any participation in any bankruptcy proceedings, receivership proceedings, foreclosures, or other litigation, or the perfection or enforcement of any lien or other rights with respect to such assets) without receiving prior instruction from you, accompanied by such undertaking of indemnification as we may request to assure us that we will be fully reimbursed and protected with respect thereto. Without limitation on the foregoing, we may however, if we so elect, and advised by counsel if deemed appropriate, respond and participate in any such bankruptcy proceeding, receivership proceedings or other litigation to which we or your Account may have been made a party, and in such case we will be fully indemnified and protected by you for any action taken by us in good faith. We will be entitled to seek the advice of legal counsel in connecting with any matter relating to your Account or any assets, and may in good faith rely and act upon such advice.

You agree to Indemnify Us – You agree to indemnify and hold us harmless from and against any and all claims (including tort or fraud), liabilities, causes of action, losses, and expenses (including, without limitation, any court costs, attorney's fees, and other expenses) asserted against or incurred by us as a result of, or in any way relating to, any action requested or directed by you or your Account Representative.

Delegation of Investment Responsibility – We may, but are not required to, permit you to delegate your investment responsibility for your Account to another party acceptable to us by giving written notice of your delegation in a format we prescribe. We will follow the investment direction of any such party who is properly appointed and we will be under no duty to review or question, nor will we be responsible for, any of that party's directions, actions, or failures to act. We have the right to rely on any representations and/or warranties made by your Account Representative in connection with any sale or purchase on behalf of your Account, including, but not limited to, representations with regard to prohibited transactions and suitability requirements.

No amendment to, or waiver of, any written agreement with us shall be effective except pursuant to a written agreement executed by a duly authorized representative of us. Any controversy arising out of or relating to your

account agreement or activity shall be settled by arbitration in Johnson County, KS according to the rules of The American Arbitration Association.