

Direction of Investment Precious Metals

VIP Services: (888) 855-9856 | info@trustprovident.com 7450 Arroyo Crossing Parkway, Suite 230, Las Vegas, NV 89113

Section 1	Account Owner Information		
First Name		Last Name	
Email		Social Security Number Accoun	t Number
Section 2	Processing Options		
For Normal Proces Processed within I elect to pay the credit card to yo		nents must be received, and in go vice S p.m. PST next business day. P it card I have on file. (If you do No	bod order, by 10 a.m. PST. <b>ame-Day Service</b> rocessed within the same day. <i>DT</i> have a credit card on file, please add a
Section 3	Depository Information		
Custodian is not and from any damages to further acknowledg Upon receipt of this fees and I acknowle	Delaware Depository Services Company for th d cannot be held responsible for the actions of that I may incur with respect to the depository e that transaction fees specific to Delaware De form, I authorize the Custodian to contact De dge that no transaction will be complete until	f this depository and I hereby rele- and any activities or lack of activi- pository Services Company vary of laware Depository Services Comp	ase and hold the Custodian harmless ties on the part of said depository. I depending on the transaction requested. pany in order to estimate the transaction
Below is the deposit	tory information		<b>F</b>
Depository Name Delaware Depository Services Company		Phone (302) 765-3889	Fax (302) 762-2674
Address	City	(302) 703-3009 State	Zip

Please note: Metals will be designated as Commingled Allocated Holdings Sub-Accounted by Customer

### Section 4 Precious Metals Dealer Information

The dealer will provide an invoice with complete delivery instructions for the investment including: payee quantity, metal type, asset name or description, price per unit, total purchase price, the name and complete address of the payee, and any special instructions regarding the purchase, shipping, and handling of the investment purchase. Should any of the metals listed on the invoice become unavailable, the dealer will furnish a new invoice to the account owner and the Custodian showing the metals to be shipped. We will advise the dealer indicated below of this authorization and the cash in the account, and await confirmation from the depository indicated above.

DE

19802

Wilmington

Dealer Name	Dealer Rep	Dealer Representative Name		
Dealer Address	City	State	Zip	
Email	Phone		Fax	

I elect to wire the asset purchase funds to the dealer listed above via the following wire information.

Initial here DOI – Precious Metals (3/2025)

3601 North Market Street

Bank Name				
City	State	Zip		
ABA R	outing Number			
		City State		

All accounts are required to maintain a minimum cash balance of \$500.00. If your request would drop your balance below this amount, your request may not be processed.

Initial here to authorize the Custodian to accept the completion of transaction details provided by your precious metals dealer listed above. Incomplete instructions will delay payment for your asset, or may misdirect funds.

## Section 5 Account Owner Agreement and Authorization

By signing below, I represent that 1) this transaction will not violate the prohibited transaction rules under IRC Section 4975, 2) I will not personally benefit from this investment while it is held in my account, and 3) this transaction does not involve a disqualified person(s) as defined by IRC Section 4975(e)(2). I understand that the Custodian is a passive custodian and does not determine whether investments violate IRS prohibited transaction rules.

#### Important: Please read before signing

My account is self-directed and I, alone, am responsible for the selection, due diligence, management, review, and retention of all investments in my account. I agree that the Custodian, is not a "fiduciary" for my account, as the term is defined in the Internal Revenue Code, ERISA, or any other applicable federal, state or local laws. I understand and acknowledge that by directing the Custodian to execute any investment documents on behalf of my account, any obligations, declarations, duties, responsibilities, or liabilities contained in such investment documents strictly pertain to me, as the account owner, and shall not apply to the Custodian in any capacity, as the Custodian is solely the passive, directed custodian for my account and acts only according to my written instruction. I acknowledge and confirm that I have received, read, and understand each of the disclosures for my account(s) and direction(s) of investment, and consent and agree to the terms and condition contained therein.

I acknowledge that I have elected to store my precious metals investment with the depository indicated above. The storage fee will be payable at the time of investment and billed annually upon the anniversary of the account opening. I agree to maintain sufficient cash in my account to cover the minimum account balance and any applicable fees. Fees will be deducted from my account unless I have made other payment arrangements. I agree to pay for any extraordinary services or requests not covered above before the service is provided. If there are insufficient funds in my account, I authorize the Custodian to liquidate any assets to pay for such fees. Fees are subject to change with 30 days written notice.

I understand that I have agreed and instructed the Custodian to follow the investment directions that I provide to the Custodian in investing the principal, as confirmed by signed, written direction letters or instructions. I further understand that with some transactions, especially commodities such as precious metals, there could be fluctuations in the price and condition of said investments from the time that I issue a direction letter to the Custodian and the time when the transaction can actually be completed and recorded in my account. I hereby agree to release, indemnify, defend, and hold the Custodian harmless from any claims regarding the fluctuation in prices and/or conditions of any transaction I direct or instruct the Custodian to make on my behalf. I further agree to waive any claims that I may have, past, present or future, known or unknown, anticipated or unanticipated, with respect to the fluctuation or change in the price or condition of any investment that I direct or instruct the Custodian to make from the time I deliver my direction or instruction letter to the Custodian until the time the transaction is actually completed and recorded to my account.

By signing below, I hereby direct the Custodian, in its passive capacity, to enact this transaction for my account by signing on behalf of my account where indicated in the investment documents and hereby release, indemnify, and agree to hold harmless and defend the Custodian in the event that this transaction violates any federal or state law or regulation, results in litigation, or otherwise results in a disqualification, penalty, fine, or tax imposed upon me, my account, or the Custodian.

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Initial here

Account Owner Signature

Date (mm/dd/yyyy)

#### Congratulations! You are now able to submit your completed request.

Before you submit this form please review all completed information prior to signing. When ready, mail, email, or fax this completed form to:

Mail to: Provident Trust Group P.O. Box 123 Fort Washington, PA 19034 Email to:investments@trustprovident.comFax to:(702) 253-7565

# **Direction of Investment Disclosure**

As the owner of a self-directed account (SDA) with the Custodian, I understand and accept the provisions in this disclosure as controlling the operation of my SDA.

- 1. ACCOUNT HOLDER WARRANTIES. As the owner of an SDA with the Custodian, I represent and warrant the following to the Custodian.
  - i. I have properly titled any asset held by my self-directed account;
  - Any individuals and or entities associated with this investment are not "disqualified persons" as defined by Internal Revenue Code (IRC) §4975(e)(2);
  - iii. I am not receiving any personal benefit from the investments made by the SDA (e.g., using the account's rental property investment as the SDA owner's vacation home);
  - iv. If my retirement account invests in an asset that does not provide timely, annual fair market value (FMV) reports to the Custodian, I must provide that value to the Custodian each year as requested;
  - An investment in my retirement account may create Unrelated Business Taxable Income (UBTI), and I will consult my tax advisor regarding the tax consequences and IRS filing requirements for my investment;
  - vi. My SDA will invest only in assets that comply with all applicable federal and state requirements;
  - vii. I will timely provide all necessary documentation associated with my investment to the Custodian;
  - viii. I have read the disclosures provided with the *Direction of Investment* and accept any and all risk that may be associated with the assets I have chosen;
  - ix. I understand that the Custodian does not insure my SDA's investments and that my investments may lose value.
- 2. Neither the Custodian nor any employee or agent of the Custodian selects or recommends any investment for me. I understand that the Custodian or its affiliates may facilitate an investment purchase, but that the Custodian acts solely at my direction and that I am responsible for selecting the investments in my SDA.
- 3. The Custodian is neither an agent nor a representative of any investment program or other entity in which or with which I may invest, and any salesperson, promoter, financial advisor, broker, or other party involved in the purchase or sale of my investment will be considered my own agent and representative and not the agent or representative of the Custodian. The Custodian has no duty to investigate or make recommendations as to my choice of agent. The Custodian is not responsible for or bound by any representations, warranties, statements, or commitments made by such party.
- 4. The Custodian acts solely as a passive custodian to hold SDA assets and in no other capacity; the Custodian has no responsibility to question or evaluate any investment directions given by me or by my duly appointed representative. I further understand that the Custodian will not compensate (nor receive compensation from) my chosen representative.
- The Custodian has no duty to investigate, analyze, monitor, verify title to, or otherwise evaluate any of my SDA investments, or to obtain or maintain liability, casualty, or any other insurance

coverage with respect to any of my SDA investments. The Custodian has no duty to take any action in the event of any default or other obligation with regard to this investment.

- 6. The Custodian will record the asset as presented on these documents. Any changes to the asset type, asset sponsor, asset's contact information, or any other changes to the asset, should be reported to the Custodian. Failure to do so may result in incorrect reporting.
- 7. The Custodian has no duty to review or consider the prudence, merits, viability, or suitability of any of my investments to determine whether the investment is acceptable under ERISA, the Internal Revenue Code, or any other applicable law.
- 8. I understand that certain transactions are prohibited in individual retirement accounts and qualified retirement plans under IRC Section 4975 and other applicable law. The Custodian has no duty to determine whether my investment is prohibited. I understand that if my SDA engages in a prohibited transaction, my account will incur a taxable distribution as well as possible penalties. Because of these potentially adverse consequences, I represent to the Custodian that I have consulted with my own legal, tax, and accounting advisors to ensure that my investments do not constitute a prohibited transaction and that my investments comply with all applicable federal and state laws, regulations, and requirements, including the rule that the party offering the investment is not a disqualified person under IRC Section 4975 (e)(2).
- 9. If any of my SDA investments produce taxable income (such as unrelated business or debt-financed rental property income), I agree to prepare (or have prepared for me) the required IRS Form 990-T along with a *Direction of Investment* authorizing the Custodian to pay the associated taxes from my account. The required forms must be submitted to the Custodian for filing at least five days before they are due.
- 10. If any of my SDA investments are LLCs, I agree to timely file a Beneficial Owner Information (BOI) Report with the Financial Crimes Enforcement Network (FinCEN), as required under the Corporate Transparency Act. I agree to file the BOI Report within the timeframes required by FinCEN or any other regulatory agency. I understand that filing this report is solely my responsibility as the IRA owner. Accordingly, I release and indemnify, and agree to hold harmless and defend the Custodian for any penalties or fines assessed for noncompliance imposed upon the SDA, the Custodian, or the undersigned.
- 11. The Custodian does not provide legal, tax, or accounting services or advice with respect to my investments. Accordingly, I release and indemnify, and agree to hold harmless and defend the Custodian, if my investment or sale of assets violate any federal or state law or regulation or otherwise results in a disqualification, penalty, fine, or tax imposed upon the SDA, the Custodian, or the undersigned.
- 12. The Custodian may act upon any instrument, certificate, or paper that it reasonably believes to be genuine and is signed or presented by the proper person or persons whether or not by facsimile or other copy. The Custodian has no duty to investigate or inquire as to any statement contained in any such writings, but may accept them as conclusive evidence of the truth and accuracy of the statements that they contain.

- 13. I represent to the Custodian that if any investment is considered a security under applicable federal or state securities laws, such investment has been registered or is exempt from registration under such laws, and I release and waive all claims against the Custodian for its role in carrying out my instructions with respect to such investment. I also acknowledge that the foregoing representation is being relied upon by the Custodian in accepting my Direction of Investment, and I agree to indemnify the Custodian with respect to all costs, expenses (including attorney's fees), fines, penalties, liabilities, damages, actions, judgments, and claims arising out of such investment or breach of the foregoing representation.
- 14. I authorize and direct the Custodian to execute and deliver, on behalf of my SDA, any and all documents delivered to the Custodian in connection with my investment. I agree that the Custodian has no duty to determine that any such documents are complete, accurate, or necessary to comply with my investment direction.
- 15. The Custodian need comply only with my investment directions to purchase, retain or sell assets that the Custodian can obtain "over-the-counter" on a recognized exchange or otherwise, including bank deposits, real property, promissory notes and other indebtedness, mortgages, securities, interests in partnerships and limited liability companies, and accounts receivable. In each case, the Custodian, in its sole discretion, will determine whether the investment may be obtained and whether it is compatible with its administrative and operational requirements.
- 16. I agree that I will be deemed to approve any documents I receive from the Custodian in connection with my investment unless the Custodian receives my written objection within five days after I receive such documents from the Custodian.
- 17. The Custodian has no duty to disburse any payment for any investment without my express direction. I agree to furnish the Custodian with payment instructions using the Custodian's *Direction of Investment* form or such other form approved by the Custodian. The Custodian has the right not to affect any transaction that it deems beyond the scope of its administrative capabilities or expertise.
- 18. The Custodian must use reasonable efforts to acquire or sell investments in accordance with my directions within a reasonable time after the Custodian receives my investment direction, and the Custodian must make reasonable efforts to notify me if it is unable or unwilling to comply with my investment direction. The Custodian must, subject to the foregoing, remit funds as directed, but it has no duty to verify or assess that such funds have been invested to purchase or acquire the asset that I have selected.
- 19. I agree that my account is subject to the Custodian's fee schedule as it may be modified from time to time.
- 20. I understand that illiquid assets (e.g., assets that are not traded on a public exchange) may be difficult to value. Nonetheless, the IRS requires financial organizations to report the fair market value of SDAs each year.

I agree to provide the Custodian with a credible valuation of my SDA assets at least annually no later than 30 days after requested in order for the Custodian to generate accurate IRS reporting. I may also direct the Custodian in writing to accept and report a credible valuation of the assets provided by another party or directly from the investment provider. The Custodian may report the FMV of my SDA assets based on supporting documentation that I (or your third-party provider) submit and that, in the Custodian's sole discretion, deems reasonable and applicable. The Custodian will not be responsible for verifying the accuracy of the FMV that I or my designee provides. I understand that the Custodian will not materially write down any prior valuation without adequate supporting documentation and/or third-party valuation.

If I do not provide to the Custodian an acceptable valuation when required, I agree that the Custodian may, but is not required to, seek a valuation determination. The expenses incurred in preparing such a valuation will be considered an expense of my SDA and may be debited from my account. If my SDA has insufficient liquid assets to pay these expenses, I may pay them myself. Certain SDA reimbursements may be considered annual contributions. To ensure proper governmental reporting, I agree to inform the Custodian of any SDA expense that I pay for outside my SDA. If the Custodian obtains a determination of the value of any asset in my account for recordkeeping or reporting purposes, the Custodian will use reasonable, good faith efforts. Illiquid assets can be difficult to value accurately, particularly without sometimes costly and time-consuming appraisals. Therefore, the Custodian neither guarantees the appropriateness of the appraisal techniques used, nor does it assume responsibility for the accuracy of the valuations obtained.

I agree that if I or my designee fail to provide an acceptable valuation of an asset for a period exceeding 12 months, the Custodian may, but is not required to, distribute the asset to me and issue an IRS Form 1099-R using the last acceptable valuation provided to the Custodian (or the valuation that was originally provided), as appropriate, and that the Custodian has no responsibility or liability for the tax or legal consequences related to that distribution.

The Custodian may receive documentation from investment providers or asset holders regarding assets in my account. The Custodian may, but is not obligated to, forward this information to me. It will remain my sole responsibility to request and ensure that I receive all applicable documentation regarding my investments.

21. Any dispute, claim or controversy arising out of, in connection with or relating to the performance of this investment direction, including the determination of the scope or applicability of this direction to arbitrate, will be resolved by binding arbitration before a single arbitrator in the state of the Custodian's principal place of business, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). To the extent that any of the provisions of this agreement conflict with the any AAA rules, the express provisions of this agreement will apply. The arbitrator will be a practicing attorney or retired judge with experience with SDAs and the other subject matter(s) of the claim. The arbitrator's award will be final and binding on the parties, and judgment rendered thereon may be entered in any court having jurisdiction. The arbitration proceedings and arbitrator's award will be maintained by the parties and arbitrator as strictly confidential, except as is otherwise required by court order, or as is necessary to confirm, vacate, or enforce the award, and for disclosure in confidence to the following representatives of a party that have a need to know and agree to keep such information confidential: attorneys, tax advisors, and senior management.

- 22. I agree that my entire liability and my exclusive remedy in any cause of action based on contract, tort, or otherwise in connection with any services rendered pursuant to this *Direction of Investment* or otherwise furnished by me is limited to the total fees paid by me to the Custodian, and in no event whatsoever will the Custodian be liable for any indirect, consequential, special, punitive, or incidental damages.
- 23. I agree to reimburse or advance to the Custodian, on demand, all legal fees, expenses, costs, fines, and penalties incurred or to be incurred in connection with the defense, contest, or arbitration of any claim made, threatened, or asserted pertaining to my investment through the Custodian, including claims asserted by the undersigned, any state or federal regulatory authority, or any self-regulatory organization.
- 24. I release and indemnify, hold harmless, and defend the Custodian from any and all claims, damages, liability, actions, costs, expenses (including attorney's fees), and responsibility for any loss resulting to the SDA asset, the undersigned, or to any beneficiary or incurred by the Custodian, in connection with or by reason of any sale or investment made or other action taken (or omitted to be taken) pursuant to or in connection with this Direction of Investment. Under no circumstances is the Custodian to be subject to or liable for any consequential, incidental, indirect, special, exemplary, or similar damages, including damages or costs incurred as a result of loss of time, loss of savings, loss of data, or loss of revenues or profits, whether foreseeable or unforeseeable, that may arise out of or in connection with this agreement or the Custodian complying with my directions, regardless of whether such damages are based in contract, tort, warranty, negligence, strict liability, products liability, or otherwise.
- 25. I acknowledge, understand, and agree that this *Direction of Investment* and any other direction of investment that I give the Custodian is subject to all of the terms, conditions, representations, warranties, and agreements contained in this *Direction of Investment Disclosure*, the undersigned's Custodial Agreement, and Disclosure Information and any other documents or disclosures provided to me by the Custodian.