



## DIRECTION OF INVESTMENT CRYPTOCURRENCY

13905 W. Wainwright Dr.  
Boise, ID 83713  
Phone: (208) 510-0859  
Fax: (208) 376-4567

Note: All investment paperwork must be titled in the name of your account. For example:  
***"Mountain West IRA, Inc. FBO (Account Holder's Name) IRA"***  
If you have a 401(k) account, please call our office for correct vesting.

### A: ACCOUNT INFORMATION

Account Holder Name:

MWIRA Account No.:

Address:

Last 4 of SSN:

Birth Date:

Phone:

### B: FUNDING INSTRUCTIONS

Have you established your ETZ account? ☐ Yes    Email Used for ETZ Account:

1. If **NO**, please visit ETZ Soft, Inc. (<https://etzsoft.com/>) on your mobile phone and download the app.
2. Once the app is downloaded, choose Mountain West IRA as your custodian and complete your digital wallet establishment.



I understand there is a \$25 one-time outgoing wire fee to fund this transaction.

### C: INVESTMENT DETAILS

C1. ☐ New Cryptocurrency Investment

☐ Additional Funding Investment

C2. Special Instructions:

C3. Total:

\$

C4. ☐ I have signed and submitted the Cryptocurrency Disclaimer & Indemnity

C5. ☐ I confirm I have read the Direction of Investment Authorization

C6. Have you completed your due diligence on this investment? ☐ YES ☐ NO



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## AUTHORIZATION

I confirm that I am directing Mountain West IRA, Inc., Administrator, to complete this transaction as specified above. I understand that my account is self-directed, and I take complete responsibility for any investment I choose for my account, including the investment specified in this Direction of Investment. I understand that neither the Administrator nor the Custodian (Bank of Idaho) sells or endorses any investment products, and that they are not affiliated in any way with any investment provider. I understand that the roles of Administrator and Custodian are limited, and their responsibilities do not include investment selection for my account. I acknowledge that neither the Administrator nor the Custodian has provided or assumed responsibility for any tax, legal, or investment advice with respect to this investment, and I agree that they will not be liable for any loss which results from my decision to purchase the investment. I understand that neither the Administrator nor the Custodian has reviewed or will review the merits, legitimacy, appropriateness or suitability of this investment, and I certify that I have done my own due diligence investigation prior to instructing the Administrator to make this investment for my account. I understand that neither the Administrator nor the Custodian determines whether this investment is acceptable under the Employee Retirement securities Income Act (ERISA), the Internal Revenue Code (IRC), or any applicable federal, state, or local laws, including securities laws. I understand that it is my responsibility to review any investments to ensure compliance with the requirements.

I understand that in processing the transaction the Administrator and the Custodian are only acting as my agent, and nothing will be construed as conferring fiduciary status on either the Administrator or the Custodian. I agree that the Administrator and the Custodian will not be liable for any investment losses sustained by me or my account as a result of this transaction. I agree to indemnify and hold harmless the Administrator and the Custodian from any and all claims, damages, liability, actions, costs, expenses (including reasonable attorneys' fees) and any loss to my account as a result of any action taken in connection with this investment transaction or resulting from serving as the Administrator or the Custodian for this investment, including, without limitation, claims, damages, liability, actions, and losses asserted by me.

I understand that if this Direction of Investment and any accompanying documentation are not received as required, or, if received, are unclear in the opinion of the Administrator, or if there is insufficient Undirected Cash in my account to fully comply with my instructions to purchase the investment and to pay all fees, the Administrator may not process this transaction until proper documentation and/or clarification is received, and the Administrator will have no liability for loss of income or appreciation.

I understand that my account is subject to the provisions of Internal Revenue Code (IRC) §4975, which defines certain prohibited transactions. I acknowledge that neither the Administrator nor the Custodian has made or will make any determination as to whether this investment is prohibited under §4975 or under any other federal, state or local law. I certify that making this investment will not constitute a prohibited transaction and that it complies with all application federal, state, and local laws, regulations, and requirements.

I understand that my account is subject to the provisions of IRC §§511-514 relating to Unrelated Business Taxable Income (UBTI) of tax-exempt organizations. If this investment generates UBTI, I understand that I will be responsible for preparing or having prepared the required IRS Form 990-T tax return and any other documents that may be required. I understand that neither the Administrator nor the Custodian makes any determination of whether or not investments in my account generate UBTI.

I understand that the assets in my account are required by the IRS to be valued annually as of the end of each calendar year. I agree to provide the value of this investment at least every twelve (12) months on a form provided by the Administrator, with substantiation attached to support the value provided.

I understand that with some types of accounts there are rules for Required Minimum Distributions (RMDs) from the account. If I am now subject to the RMD rules in my account, or if I will become subject to those rules during the term of this investment, I represent that I have verified either that the investment will provide income or distributions sufficient to cover each RMD, or that there are assets in my account or in other accounts that are sufficiently liquid (including cash) from which I will be able to withdraw my RMDs. I understand that failure to take RMDs may result in a tax penalty of 50% of the amount I should have withdrawn.

I understand that all communication regarding this transaction must be in writing and must be signed by me or by my authorized agent on my behalf, and that no oral communication of my instructions will be valid.

I understand that neither the Administrator nor the Custodian bears or assumes any responsibility to notify me to secure or maintain any fire, casualty, liability or other insurance coverage, including but not limited to title insurance coverage, on this investment or on any property which serves as collateral for this investment. I acknowledge and agree that it is my sole responsibility to decide what insurance is necessary or appropriate for investments in my account, and to direct the Administrator in writing (on a form prescribed by the Administrator) to pay the premiums for any such insurance.

I further understand that neither the Administrator nor the Custodian is responsible for notification or payment of any real estate taxes, homeowners association dues, utilities or other charges with respect to this investment unless I specifically direct the Administrator to pay these amounts in writing (on a form prescribed by the Administrator), and sufficient funds are available to pay these amounts from my account. I acknowledge that it is my responsibility to provide to the Administrator or to ensure that the Administrator has received any and all bills for insurance, taxes, homeowner's dues, utilities or other amounts due for this investment. Furthermore, I agree that it is my responsibility to determine that payments have been made by reviewing my account statements.

I understand that no person at the office of the Administrator or the Custodian has the authority to modify any of the foregoing provisions. I certify that I have examined the Direction of Investment and any accompanying documents or information, and to the best of my knowledge and belief, it is all true, correct, and complete.

### AUTHORIZED BY (Check One)

☐ Account Holder

☐ Limited Power of Attorney

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# CRYPTOCURRENCY DISCLAIMER & INDEMNITY AGREEMENT

13905 W. Wainwright Dr.  
Boise, ID 83713  
Phone: (208) 510-0859  
Fax: (208) 376-4567

## ACCOUNT INFORMATION

Account Holder Name:

MWIRA Account No.:

*This Disclaimer and Indemnity Agreement will confirm our mutual understanding and agreement regarding the proposed investment by your Account in the above named entity. Your account is referred to in this document as the "Account", regardless of whether it is a retirement account under Internal Revenue Code (the "IRC") §401, §408 or §408A, a Coverdell Education Savings Account under IRC §530, or a Health Savings Account under IRC §223. You must sign this agreement and return it to us prior to making the investment in the entity.*

1) You understand and agree that the Custodian, the Administrator and/or the Recordkeeper for your Account (including, but not limited to Mountain West IRA, Inc. or any agent, affiliate or designee of Mountain West IRA, Inc.) do not approve investments or actions you personally take or direct the Custodian, Administrator and/or Recordkeeper to take on behalf of your Account. The Custodian, Administrator and/or Recordkeeper are limited in their responsibilities under your Account, and their responsibilities do not include investment selection.

2) You understand and agree that the Custodian, the Administrator and/or the Recordkeeper for your Account (including, but not limited to Mountain West IRA, Inc. or any agent, affiliate or designee of Mountain West IRA, Inc.) do not review or approve any agreement regarding the purchase or investment of the cryptocurrency you want your Account to invest in.

3) You understand and agree that you are solely responsible for making sure that the ETZ Soft, Inc. account was not formed and will not operate in a way that does or may lead to a prohibited transaction under IRC §4975.

4) By signing this Disclaimer and Indemnity Agreement, you agree to indemnify and hold harmless the Custodian, the Administrator and/or the Recordkeeper for your Account (including, but not limited to Mountain West IRA, Inc. or any agent, affiliate or designee of Mountain West IRA, Inc.), and their respective officers, directors, shareholders and employees against any liability associated with investing in the ETZ Soft, Inc. account.

5) You understand and agree that the Custodian, the Administrator and/or the Recordkeeper for your Account (including, but not limited to Mountain West IRA, Inc. or any agent, affiliate or designee of Mountain West IRA, Inc.) have given you no tax advice regarding the investment in the ETZ Soft, Inc. account.

6) You agree and understand that Mountain West IRA, Inc. is required to report the fair market value of the Account to the Internal Revenue Service and/or to the Plan each year. You agree to obtain a fair market value for the Account's investment in the entity as of December 31 each year and report this information to Mountain West IRA, Inc. on a form approved by Mountain West IRA, Inc. at least every twelve (12) months. You understand and agree that Mountain West IRA, Inc. is entitled to rely on the valuation provided by you for reporting purposes and shall bear no responsibility as to the accuracy of the information provided. You understand and agree that until a different valuation is reported to Mountain West IRA, Inc., the value of the investment in the entity will be reported based on the Account's total investment in the entity. You understand and agree that if you fail to provide a fair market value to Mountain West IRA, Inc. as required, Mountain West IRA, Inc. may withdraw as administrator of your account and distribute the asset to you or to a successor custodian.

7) You represent that you understand that with some types of accounts there are rules for required minimum distributions from the account. If you are now subject to the required minimum distribution rules for your Account, or if you will become subject to those rules during the term of the investment, you represent that you have verified either that the entity that your Account is investing in provides distributions that will be sufficient to cover each required minimum distribution, or that there are other assets in your Account, or in other accounts that you may access for this purpose, that are sufficiently liquid (including cash) from which you will be able to withdraw your required minimum distributions as they become required.

8) You represent that you have done your own due diligence on the entity you want your Account to invest in.

9) You understand and agree that the Custodian, the Administrator and/or the Recordkeeper for your Account (including, but not limited to Mountain West IRA, Inc. or any agent, affiliate or designee of Mountain West IRA, Inc.) do not make any attempt to evaluate the entity you want your Account to invest in. For example, they make no attempt to check the financial strength of the entity, nor do they check with the Secretary of State to see if the entity is in good standing, nor do they check with the Securities and Exchange Commission, the Better Business Bureau or any other governmental or non-governmental agency to see if any complaints have been filed against the entity. You, as the owner of the Account, are 100% responsible for evaluating the entity, its operations and the investment potential of the entity, including taking the steps described in the preceding sentence.

10) You understand and agree that you are also responsible for confirming that none of the "disqualified persons" with respect to your Account (including Mountain West IRA, Inc., its affiliates and designees, and every other entity that is the Custodian, Administrator and/or Recordkeeper with respect to your Account, their officers, directors, shareholders or employees) are associated in any way with the entity you want your Account to invest in.

11) You understand and agree that the Custodian, the Administrator and/or the Recordkeeper for your Account (including, but not limited to Mountain West IRA, Inc. or any agent, affiliate or designee of Mountain West IRA, Inc.), and their officers, directors, shareholders or employees have not given you any investment, legal or tax advice pertaining to this investment.

12) You understand and agree that if the Plan Asset Regulations issued by the U.S. Department of Labor apply, the entity is disregarded for purposes of the prohibited transaction rules of IRC §4975. In that case, the underlying assets of the entity are considered to be the assets in which your Account is investing, and each of the statements above regarding the entity must be true with regard to each of the assets that the entity invests in. You represent that you either understand the Plan Asset Regulations and Interpretive Bulletin 75-2 or that you have sought competent legal counsel regarding the Plan Asset Regulations and Interpretive Bulletin 75-2 and their potential application to the entity that you want your Account to invest in, prior to making your investment decision.

To signify your agreement with all of the above paragraphs, please sign below and return it to us by fax or email, with the original following by mail. PLEASE SIGN AND MAIL THIS FORM TO 13905 W. Wainwright Dr., Boise, ID 83713.

Thank you for your cooperation. We look forward to continuing to serve your retirement account needs.

### AUTHORIZED BY (Check One)

☐ Account Holder

☐ Limited Power of Attorney

Signature

Date