

# FORTRESS TRUST ACCOUNT AGREEMENT

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify, and record information that identifies each individual or entity that opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

The undersigned account holder ("Account Holder", "you", "your") hereby requests and directs that Fortress Trust LLC ("Fortress"), a Nevada financial institution, establish one or more **Fortress Trust Account(s)** (collectively, the "Account") for and in the name of Account Holder, and to hold as custodian all assets contributed to, or collected with respect to such Account, upon the following terms and conditions:

## 1. SELF-DIRECTED ACCOUNT:

- 1.1 Account Holder hereby appoints Fortress to serve as custodian of and to hold or process as directed all assets contributed by Account Holder ("Custodial Property") that are delivered to Fortress by Account Holder or your Agent(s) (as defined below) to the Account in accordance with the terms of this Agreement. Account holder is creating one or more self-directed Accounts. Fortress will act solely as custodian of the Custodial Property and will not exercise any investment or other discretion regarding your Account or Custodial Property. Fortress undertakes to perform only such duties as are expressly set forth herein, all of which are ministerial in nature.
- 1.2 Account Holder acknowledges and agrees that: (i) the value of your Custodial Property will be solely dependent upon the performance of any asset(s) chosen by you and/or your Agents; (ii) Fortress shall have no duty or responsibility to review or perform due diligence on any investments or other Custodial Property contributed to your Account, (iii) Fortress does not provide any valuation or appraisals of Custodial Property, and (iv) Fortress role is that of a passive, pass-through capacity in providing such information (if any) on your Account statements and that such valuation estimates or price quotations are neither verified, substantiated nor to be relied upon in any way, for any purpose, including, without limitation, tax reporting purposes. You agree to engage an independent advisor for any valuation opinion(s) or other professional advice with respect to any Custodial Property.
- 1.3 Account Holder may designate and appoint one or more third parties as agent on your Account ("Agents") by providing access to your Accounts. Agents shall have full access to your Account(s) and the authority to instruct Fortress to execute transactions in your Account, including transferring and disbursing funds. Account Holder bears complete and absolute responsibility for all buy, sell, transfer, and disbursement instructions for this Account and will immediately notify Fortress of any unauthorized transactions. Any actions undertaken by any of your Agents are deemed to be those of the Account Holder directly, and you agree to maintain the security of your login credentials and passwords, as well as Agent access lists and associated permissions, so only your authorized persons have access to your Account. Fortress shall also be entitled to rely and act upon any instructions, notices, confirmations or orders received from your Agent(s) as if such communication was received directly from the Account Holder without any required further review or approval. Account Holder is solely responsible for monitoring and supervising the actions of your Agents with respect to the Account and Custodial Property. As a self-directed account, Fortress shall not be required to conduct any due diligence on Custodial Property, including ascertaining the cost basis or assets or otherwise review the suitability of any contributed Custodial Property, except as required by applicable regulations.
- 1.4 Account Holder will not direct or permit its Agents to direct the purchase, sale or transfer of any Custodial Property which is not permissible under the laws of Account Holder's place of residence or illegal under US federal, state or local law.
- 1.5 Account Holder hereby warrants that neither you nor your Agents will enter into a transaction or series of transactions, or cause a transaction to be entered into, which is prohibited under Section 4975 of the Internal Revenue Code. Pursuant to the directions of the Account Holder or Agent(s), Fortress shall process the investment and reinvestment of Custodial Property as directed by Account Holder or its Agents only so long as, in the sole judgment of Fortress, such requested investments will not impose an unreasonable administrative burden on Fortress (which such determination by Fortress shall not to be construed in any respect as a judgment concerning the prudence or advisability of such investment). Fortress may rely upon any notice, instruction, request or other instrument believed by it to have been delivered from the Account Holder or its Agents, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein.
- 1.6 Account Holder acknowledges that any request to waive or change any policies or procedures for asset disbursements is done so at Account Holders risk. Fortress may decline to accept verbal asset transfer or trade

instructions in its sole discretion and require written instructions, or instructions triggered from Account Holder or its Agents using tools while logged onto your Account.

- 1.7 Account Holder understands that if your account is dormant for ninety days or more, Fortress may, at its discretion and upon notice, terminate and close your Account. Account balance may be escheated in accordance with state law. If your Account balance is escheated, you agree that we are relieved of all responsibility for the balance escheated.

## **2. CUSTODIAL PROPERTY & SERVICES:**

- 2.1 Fortress shall have the right to accept or decline contributions of Custodial Property at its sole discretion. Without limiting the generality of the foregoing, Fortress does not accept physical assets such as gold, stock certificates, bonds etc. into custody. Fortress also accepts limited number of cryptocurrencies. For more information on acceptable assets, please contact [support@fortresstrust.us](mailto:support@fortresstrust.us). Fortress is authorized to collect into custody all property delivered to Fortress at the time of execution of this Agreement, as well as all property which is hereafter purchased for your Account or which may hereafter to be delivered to Fortress for your Account pursuant to this Agreement, together with the income, including but not limited to interest, dividends, proceeds of sale and all other monies due and collectable attributable to the investment of the Custodial Property.
- 2.2 During the term of this Agreement, Fortress is responsible for safekeeping only Custodial Property which is delivered and accepted into its possession and control by the Account Holder or its Agents. Fortress may for convenience take and hold title to Custodial Property or any part thereof in its own name or in the name of its nominee with Account Holder ownership of Custodial Property segregated on its books and records.
- 2.3 Fortress shall keep accurate records of segregation of customer accounts to show all receipts, disbursements, and other transactions involving the Account. All such records shall be held indefinitely by Fortress. Fortress shall collect and hold all funds when Custodial Property may mature, be redeemed or sold. Fortress shall hold the proceeds of such transaction(s) until receipt of written or electronic (via our systems) disbursement instructions from Account Holder.
- 2.4 Fortress shall process any purchase, sale, exchange, investment, disbursement or reinvestment of Custodial Property under this Agreement that Account Holder or its Agents may at any time direct, provided that sufficient unencumbered, cleared assets are available for such transaction.
- 2.5 Funds received in foreign currencies will be converted to US Dollars at exchange rates set at Fortress. For foreign currency accounts, please contact [support@fortresstrust.us](mailto:support@fortresstrust.us).
- 2.6 Fortress is authorized, in its sole discretion, to comply with orders issued or entered by any court with respect to the Custodial Property held hereunder, without determination by Fortress of such court's jurisdiction in the matter. If any portion of the Custodial Property held hereunder is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, Fortress is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action, and if Fortress complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.
- 2.7 The Account is not a brokerage account or trading account and should not be used for the purpose. Fortress does not warrant or guarantee that any buy or sell order(s) by Account Holder will be executed at the best posted price or timely executed. Account Holder acknowledges and agrees that (i) Fortress does not have access to every market or exchange which a particular product or financial instrument may be traded and Fortress makes no representation regarding the best price execution of any instructions, (ii) other orders may trade ahead of Account Holder's order and exhaust available volume at a posted price, (iii) exchanges, market makers or other types of sellers or purchasers may fail to honor posted or otherwise agreed-upon prices, (iv) exchanges may re-route customer orders out of automated execution systems for manual handling (in which case, execution may be substantially delayed), (v) system delays by exchanges or third- parties executing instructions may prevent Account Holders order from being executed, may cause a delay in execution or not to be executed at the best posted price or at all, and, (vi) Fortress may not promptly or in a timely manner execute Account Holder's order(s) due to internal delays, and Fortress makes no representation that its custody services are in any way suitable for active trading or any activity requiring prompt or exact execution. The Account is not a brokerage account. Transactions may be subject to additional fees and charges by both Fortress and any third-party service providers or exchanges.

- 3. SCHEDULE OF FEES:** Fortress shall receive reasonable compensation in accordance with its usual Schedule of Fees then in effect at the time of service. The fees and charges initially connected with this Account are detailed on Fortress's current fee schedule, which may change from time to time and is published on [www.fortresstrust.us](http://www.fortresstrust.us). Any changes to the fee schedule shall not affect any charges for prior periods and will only be effective as of the date the changes were published. Additionally, Account Holder shall be charged, and agrees to pay, any third-party fees which are assessed in performing services on your behalf (i.e. transfer agent fees, legal fees, accounting fees, tax preparation fees, notary fees, exchange fees, brokerage fees, bank fees, blockchain settlement fees, etc.) without prior approval. Fortress is hereby authorized, its sole discretion, to electronically debit the Account for payment of fees and expenses, including charging any linked credit or debit card, pulling funds from any linked bank account, or liquidating any of the Custodial Property without prior notice or liability. Account Holder agrees to be liable to Fortress for any loss, cost or expense that we incur as a result of any dispute, attachment, garnishment, levy or subpoena of records involving your account, including reasonable attorneys' fees whether incurred at trial, on any appeal therefrom or otherwise, to the extent permitted by law. Account Holder authorize us to deduct such loss, cost or expense from your account without prior notice to you.
- 4. ACCOUNT ACCESS AND COMMUNICATIONS:** Account Holder may access their account statements and transaction history by logging to their account at [fortressgroup.us](http://fortressgroup.us) directly or through approved third-party integrators, websites and/or applications of third-party API integrators that you select and use. Fortress shall be under no obligation to forward any proxies, financial statements or other literature received by it in connection with or relating to Custodial Property held under this agreement. Fortress shall be under no obligation to take any action with regard to proxies, stock dividends, warrants, rights to subscribe, plans of reorganization or recapitalization, or plans for exchange of securities. Account Holder agrees that Fortress may contact you for any reason. No such contact will be deemed unsolicited. Fortress may contact Account Holder at any address, telephone number (including cellular numbers) and email addresses as Account Holder may provide from time to time. Fortress may use any means of communication, including but not limited to, postal mail, email, telephone, or other technology to reach Account Holder.
- 5. ELECTRONIC STATEMENTS ELECTION:** Account Holder hereby agrees to receive electronic statements only. Account statements, including transaction history, asset balances with transaction history is available on your account or websites or applications of its selected third-party integrators at your discretion to view current or historic statements, as well as transaction history, assets and cash balances. Account Holder may elect to withdraw such consent by contacting your Fortress account representative.
- 6. TERM AND TERMINATION, MODIFICATION:**

  - 6.1 This Agreement is effective as of the date set forth below and shall continue in force until terminated by either party at any time upon 30 days written notice to the other party (with email being an agreed upon method of such notice). Notwithstanding the foregoing, Fortress may immediately terminate this agreement without prior notice or liability in the event that (i) Fortress reasonably believes that Account Holder may be engaged in illegal activity, (ii) termination is deemed appropriate by Fortress to comply with its legal or regulatory obligations; (iii) upon death of the Account Holder, provided, however, Fortress shall continue to hold Custodial Property until such time Fortress receives instructions from Account Holder's executor, trustee or administrator pursuant to the probate process, as applicable, and has received advice of its legal counsel to transfer such assets (which costs shall be borne by the Account Holder); (iv) filing of a petition in bankruptcy by the Account Holders or by a creditor of the Account Holders; or (v) the legal incompetency of Account Holder, unless there is in existence a valid durable power of attorney or trust agreement authorizing another to succeed or act for Account Holder with respect to this agreement.
  - 6.2 This agreement may be amended or modified only by Fortress, or with the written agreement from Fortress. Such amendments or modifications shall be effective on the 30th day after the Account Holder receives notice of such revision electronically via the email address shown on the records of Fortress.
  - 6.3 Upon termination, Fortress shall deliver the Custodial Property to Account Holder as soon as practicable or, at Account Holder's request to a successor custodian. Account Holder acknowledges that Custodial Property held in Fortress's name or nominee may require additional time to process.  
If this Agreement terminates due to the filing of a petition in bankruptcy, termination or dissolution of Account Holder, Fortress shall deliver the Custodial Property to the Court appointed representative for Account Holder. If no representative has been appointed by the Court, Fortress may deliver the Custodial Property to the person it deems to be an agent of the Account Holder and such delivery will release Fortress from any further responsibility for said Custodial Property.

7. **TERMS OF USE, PRIVACY POLICY:** Except as set forth in this Agreement, Account Holder agrees to be bound by the Fortress's most current, then in effect Terms of Use and Privacy Policy, as available via links at the bottom of the landing page [www.fortresstrust.us](http://www.fortresstrust.us). You represent that you have reviewed such policies and in using our services hereby agree to be bound by them. In the event of any conflict between any terms or provisions of the website Terms of Use or Privacy Policy and the terms and provisions of this Agreement, the applicable terms and provisions of this Agreement shall control.

8. **DISCLAIMER:** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FORTRESS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW). FORTRESS EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. FORTRESS DOES NOT WARRANT AGAINST INTERFERENCE WITH THE USE OF THE SERVICES OR AGAINST INFRINGEMENT. FORTRESS DOES NOT WARRANT THAT THE SERVICES OR SOFTWARE ARE ERROR-FREE OR THAT OPERATION OR DATA WILL BE SECURE OR UNINTERRUPTED. FORTRESS EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE FLOW OF DATA AND DELAYS ON THE INTERNET, INCLUDING BUT NOT LIMITED TO FAILURE TO SEND OR RECEIVE ANY ELECTRONIC COMMUNICATIONS. ACCOUNT HOLDER DOES NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF FORTRESS TO ANY THIRD PARTY. ACCOUNT HOLDER'S ACCESS TO AND USE OF THE SERVICES ARE AT ACCOUNT HOLDER'S OWN RISK. ACCOUNT HOLDER UNDERSTANDS AND AGREES THAT THE SERVICES ARE PROVIDED TO IT ON AN "AS IS" AND "AS AVAILABLE" BASIS. FORTRESS EXPRESSLY DISCLAIMS LIABILITY TO ACCOUNT HOLDER FOR ANY DAMAGES RESULTING FROM ACCOUNT HOLDER'S RELIANCE ON OR USE OF THE SERVICES. THE DISCLAIMERS HEREIN ARE TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW.

9. **LIMITATION OF LIABILITY.**

9.1 FORTRESS SHALL NOT BE LIABLE FOR ANY ACTION TAKEN OR OMITTED TO BE TAKEN BY IT IN GOOD FAITH UNLESS AS A RESULT OF ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN EACH CASE AS DETERMINED BY AN ADJUDICATOR OF COMPETENT JURISDICTION, AND ITS SOLE RESPONSIBILITY SHALL BE FOR THE HOLDING AND DISBURSEMENT OF THE CUSTODIAL PROPERTY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, SHALL HAVE NO IMPLIED DUTIES OR OBLIGATIONS AND SHALL NOT BE CHARGED WITH KNOWLEDGE OR NOTICE OF ANY FACT OR CIRCUMSTANCE NOT SPECIFICALLY SET FORTH HEREIN, ACCOUNT HOLDER HEREBY ACKNOWLEDGES AND AGREES, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, FORTRESS WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO ACCOUNT HOLDER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO ANY INVESTMENT OR TRANSACTION OCCURRING UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS, EVEN IF FORTRESS HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF ACTION. THIS INCLUDES ANY LOSSES OR PROBLEMS OF ANY TYPE RESULTING FROM INCIDENTS OUTSIDE OF OUR DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO ERRORS, HACKS, THEFT OR ACTIONS OF ISSUERS, TRANSFER AGENTS, SMART CONTRACTS, BLOCKCHAINS AND INTERMEDIARIES OF ALL TYPES. ACCOUNT HOLDER HEREBY ACKNOWLEDGES AND AGREES UNDER NO CIRCUMSTANCES WILL FORTRESS'S TOTAL LIABILITY OF ANY AND ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES PAID, IF ANY, BY ACCOUNT HOLDER TO FORTRESS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS OF LIABILITY HEREIN ARE TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW.

10. **INDEMNIFICATION**

10.1 Account Holder agrees to indemnify, defend and hold harmless Fortress and its shareholders, directors,

officers, employees and agents (the "Indemnified Parties") from and against any and all losses, costs, expenses, fees, claims, damages, liabilities and causes of actions (including, but not limited to, reasonable attorney fees and disbursements) of third parties resulting or arising from: (a) Account Holder, or its Agent's, failure to abide by or perform any obligation imposed upon Account Holder under this agreement, (b) the willful misconduct, fraud, criminal activity, intentional tort or negligence of Account Holder or any of its representatives involving use of the Account and the services provided by Fortress; (c) the actions, omissions or commissions of Account Holder, its employees, consultants and/or agents relating to the services provided by Fortress; and (d) any payment request, wire transfer, transmission or instruction, whether or not authorized, acted upon by Fortress in good faith. Account Holder shall be provided with prompt notice of any claims and given full authority and assistance (at Account Holder's expense) for the defense of any such claims; provided that Fortress may participate in such defense and settlement with counsel of Fortress' own choosing at Fortress' own expense; provided, further, however, Account Holder shall have no authority to settle any claim against any Indemnified Party without the prior written consent of such Indemnified Party (which consent shall not be unreasonably withheld).

10.2 Account Holder agrees to bear sole responsibility for the prosecution or defense, including the employment of legal counsel, of any and all legal actions or suits involving the Account, which may arise or become necessary for the protection of the investments in that Account, including any actions lodged against Fortress. Account Holder also agrees to bear sole responsibility for enforcing any judgments rendered in favor of the Account, including judgments rendered in the name of Fortress as Fortress of the Account. Account Holder agrees to be responsible for any and all collection actions, including contracting with a collection agency or institutional legal action, and bringing any other suits or actions which may become necessary to protect the rights of the Account. Account Holder understands that any legal filings made on behalf of this Investment are to be made on behalf of beneficial owners for whom Fortress acts as custodian. Account Holder agrees not to institute legal action on behalf of the Account without Fortress's written consent to litigate and that Account Holder shall prosecute any legal action. Account Holder agrees that any such legal action will be carried out in a manner that does not cause Fortress to incur any costs or legal exposure.

11. **NOTICES:** All notices under this Agreement shall be given in writing, in the English language, and shall be deemed given when personally delivered, when sent by email or confirmed fax, or three days after being sent by prepaid certified mail or internationally recognized overnight courier to the addresses set forth in the signature blocks below (or such other address as may be specified by party following written notice given in accordance with this Section).
12. **NO PUBLICITY.** Account Holder will not make any public statement, including any press release, media release, or blog post which mentions or refers to Fortress or a partnership between Account Holder and Fortress, without the prior written consent of Fortress.
13. **SEVERABILITY.** If any provision of this Agreement is for any reason found to be ineffective, unenforceable, or illegal by any court having jurisdiction, such condition will not affect the validity or enforceability of any of the remaining portions hereof.
14. **NO LEGAL, TAX, INVESTMENT OR ACCOUNTING ADVICE:** Account Holder agrees without reservation that Fortress is NOT providing any legal, tax or accounting advice in any way, nor on any matter, regardless of the tone or content of any communication (oral, written or otherwise). Account Holder shall rely solely on its own legal, tax, accounting and other professional advisors for any such advice and on all matters. Account Holder agrees that Fortress is not providing any investment advice, nor do we make any recommendations regarding any securities or other assets to Account Holder. Account Holder agrees that it will not construe any communications from Fortress or any person associated with Fortress, whether written or oral, to be legal, investment, due diligence, valuation or accounting advice and agrees to only and exclusively rely on the advice of Account Holder's attorneys, accountants and other professional advisors, including any Agents, investment advisers or registered broker-dealers acting on your behalf.
15. **RESEARCH, LEGAL PROCESS AND REQUESTS FOR INFORMATION:** If Fortress receives any legal process relating to you or your Account, you authorize us to comply with it. "Legal process" means any document that appears to have the force of law that requires us to hold or pay out funds from your account, including a garnishment, attachment, execution, levy or similar order. Fortress does not have to determine whether the legal process was validly issued or is enforceable. If any action, including administrative proceedings, garnishment, tax levies, restraining orders or another action is brought against you or your account, you will be

liable to us for any loss, cost or expense (including attorneys' fees) resulting from our compliance with any legal process. If we receive any subpoena, court order or request for information or documents from a government entity or arbitration panel relating to your account, we are authorized to comply with it and will charge you the Legal Research Fee.

**16. ELECTRONIC COMMUNICATIONS NOTICE AND CONSENT:**

Each of Account Holder and Fortress hereby agree that all current and future notices, confirmations and other communications regarding this Agreement specifically, and future communications in general between the parties, may be made by email, sent to the email address of record as set forth in the Notices section above or as otherwise from time to time changed or updated and disclosed to the other party, without necessity of confirmation of receipt, delivery or reading, and such form of electronic communication is sufficient for all matters regarding the relationship between the parties. If any such electronically-sent communication fails to be received for any reason, including but not limited to such communications being diverted to the recipients' spam filters by the recipients' email service provider, or due to a recipients' change of address, or due to technology issues by the recipients' service provider, the parties agree that the burden of such failure to receive is on the recipient and not the sender, and that the sender is under no obligation to resend communications via any other means, including but not limited to postal service or overnight courier, and that such communications shall for all purposes, including legal and regulatory, be deemed to have been delivered and received. No physical, paper documents will be sent to Account Holder, and if Account Holder desire physical documents then it agrees to be satisfied by directly and personally printing, at Account Holder's own expense, either the electronically-sent communication(s) or the electronically available communications by logging onto Account Holder's Account online and then maintaining such physical records in any manner or form that Account Holder desire. Account Holder agrees that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your Account with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an auto-dialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us.

**17. ASSIGNMENT:** No party may transfer or assign its rights and obligations under this Agreement without the prior written consent of the other parties. Notwithstanding the foregoing, without the consent of the other parties, any party may transfer or assign its rights and obligations hereunder in whole or in part (a) pursuant to any merger, consolidation or otherwise by operation of law, and (b) to the successors and assigns of all or substantially all of the assets of such assigning party, provided such entity shall be bound by the terms hereof. This Agreement will be binding upon and will inure to the benefit of the proper successors and assigns.

**18. BINDING ARBITRATION, APPLICABLE LAW AND VENUE, ATTORNEYS FEES:** This Agreement is governed by and will be interpreted and enforced in accordance with the laws of the State of Nevada without regard to principles of conflict of laws. Any claim or dispute arising under this Agreement may only be brought in arbitration, with venue in Clark County, Nevada, pursuant to the rules of the American Arbitration Association. Account Holder and Fortress each consent to this method of dispute resolution, as well as jurisdiction, and consent to this being a convenient forum for any such claim or dispute and waives any right it may have to object to either the method or jurisdiction for such claim or dispute. In the event of any dispute among the parties, the prevailing party shall be entitled to recover damages plus reasonable costs and attorney's fees and the decision of the arbitrator shall be final, binding and enforceable in any court.

**19. COUNTERPARTS, FACSIMILE, EMAIL, SIGNATURES:** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which, taken together, will constitute one and the same instrument, binding on each signatory thereto. This Agreement may be executed by signatures, electronically or otherwise, delivered by facsimile or email, and a copy hereof that is properly executed and delivered by a party will be binding upon that party to the same extent as an original executed version hereof.

**20. FORCE MAJEURE:** No party will be liable for any default or delay in performance of any of its obligations under this Agreement if such default or delay is caused, directly or indirectly, by fire, flood, earthquake or other acts of God; labor disputes, strikes or lockouts; wars, rebellions or revolutions; riots or civil disorder; accidents or unavoidable casualties; interruptions in transportation or communications facilities or delays in

transit or communication; supply shortages or the failure of any person to perform any commitment to such party related to this Agreement; or any other cause, whether similar or dissimilar to those expressly enumerated in this Section, beyond such party's reasonable control.

- 21. INTERPRETATION:** Each party to this Agreement has been represented by or had adequate time to obtain the advice and input of independent legal counsel with respect to this Agreement and has contributed equally to the drafting of this Agreement. Therefore, this Agreement shall not be construed against either party as the drafting party. All pronouns and any variation thereof will be deemed to refer to the masculine and feminine, and to the singular or plural as the identity of the person or persons may require for proper interpretation of this Agreement. And it is the express will of all parties that this Agreement is written in English and uses the font styles and sizes contained herein.
- 22. ENTIRE AGREEMENT, AMENDMENTS:** This Agreement sets forth the entire understanding of the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement, and may not be modified or amended, except by a written instrument executed after the effective date of this Agreement by the party sought to be charged by the amendment or modification.
- 23. CAPACITY:** Account Holder hereby represents that the signer(s) of this Agreement are over the age of 18 and have all proper authority to enter into the Agreement. Furthermore, if Account Holder is an entity (e.g. corporation, trust, partnership, etc. and not an individual) then the entity is in good standing in its state, region or country of formation; which Account Holder agrees to produce evidence of such authority and good standing if requested by Fortress. Account Holder agrees to provide Fortress with any additional information required to open the Account, including beneficial owners and other customer information. Account Holder represents that the information provided is complete and accurate and shall immediately notify Fortress of any changes.
- 24. SERVICES NOT EXCLUSIVE:** Nothing in this Agreement shall limit or restrict Fortress from providing services to other parties that are similar or identical to some or all of the services provided hereunder.
- 25. INVALIDITY:** Any provision of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In such case, the parties shall in good faith modify or substitute such provision consistent with the original intent of the parties.
- 26. SUBSTITUTE IRS FORM W-9**  
*Under penalties of Perjury, Account Holder certifies that:* (1) The tax identification number provided to Fortress by Account Holder, if Account Holder is a US person, is the correct taxpayer identification number and (2) Account Holder is not subject to backup withholding because: (a) Account Holder is exempt from backup withholding, or, (b) Account Holder has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding. Account Holder agrees to immediately inform Fortress in writing if it has been, or at any time in the future is notified by the IRS that Account Holder is subject to backup withholding. Account Holders acknowledge that failing to provide accurate information may result in civil penalties.

**FORTRESS TRUST LLC**

**ACCOUNT HOLDER:**

By: \_\_\_\_\_  
Name: George S. Georgiades  
Title: Executive Trust Officer

By: \_\_\_\_\_  
Name:  
Title:

Date: