ERISA and Retirement Plan Accounts Disclosure

Disclosure for plans and accounts covered by the Employee Retirement Income Security Act of 1974.

Effective September 2, 2026 - Version Date September 2, 2026

This disclosure applies where the Client is a retirement plan or account covered by the Employee Retirement Income Security Act of 1974 ("ERISA"), and is delivered to the responsible plan fiduciary before the Client Advisory Agreement is entered into. It supplements the Client Advisory Agreement, General Terms and Conditions 27 (ERISA Accounts), and Form ADV Part 2A.

It is also intended to satisfy the service-provider disclosure a covered service provider owes a responsible plan fiduciary under ERISA 408(b)(2) and 29 CFR 2550.408b-2(c), which requires that services and compensation be described in writing, reasonably in advance of the arrangement, so the responsible plan fiduciary can determine that the arrangement is reasonable.

The capacity Protocol Wealth serves in

Protocol Wealth is a registered investment adviser and provides investment advice for a fee. Where that advice is given to an ERISA plan it is a fiduciary act, and Protocol Wealth acknowledges its fiduciary status with respect to the assets in the Account.

The basis of the engagement is elected in the signed Client Advisory Agreement and is one of two. It is not implied, and an unmarked election is an incomplete agreement rather than a default:

ERISA 3(21) - non-discretionary adviser. Protocol Wealth gives investment advice for a fee and is a fiduciary under 3(21)(A)(ii) as to that advice. It does not exercise discretionary authority or control over the management of the plan or over the management or disposition of plan assets. The named fiduciary decides whether to act on any recommendation, and retains responsibility for the decision.

ERISA 3(38) - discretionary investment manager. Protocol Wealth is appointed as an investment manager as defined in 3(38), acknowledges in writing that it is a fiduciary with respect to the plan assets in the Account, and manages, acquires and disposes of those assets on a discretionary basis within the mandate recorded in the Agreement. A 3(38) appointment shifts investment responsibility for those assets from the named fiduciary to Protocol Wealth, subject to the named fiduciary’s continuing duty to select and monitor the manager.

Under either election Protocol Wealth is not the plan Administrator as defined in ERISA, has no authority or responsibility for administering the plan or interpreting its documents, and is a fiduciary only as to the assets in the Account - not as to the plan as a whole.

What the responsible plan fiduciary keeps

Selecting and monitoring Protocol Wealth is itself a fiduciary act, and it remains with the named fiduciary. So do: the plan's overall compliance with ERISA and the Internal Revenue Code; the terms and interpretation of the plan and trust documents; the selection of the trustee and custodian; participant disclosures and reporting; and any decision about assets outside the Account.

The Account may represent only part of the plan's assets. Protocol Wealth's duty runs to what is in the Account.

Services and compensation

The services Protocol Wealth provides are those marked Included in 2 of the Client Advisory Agreement. Compensation is the fee stated in 3 of that Agreement and described in Form ADV Part 2A Item 5.

Protocol Wealth's compensation for an ERISA account is direct compensation - it is paid by the plan or the plan sponsor as stated in the Agreement. Protocol Wealth does not receive commissions, 12b-1 fees, revenue sharing, sub-transfer-agency payments, finder's fees, or other indirect compensation in connection with plan assets. If that ever changes, this disclosure will be updated and the responsible plan fiduciary notified before the arrangement continues.

Third parties may charge the plan separately - custodian fees, trading and settlement costs, fund expenses, and platform charges. Those are paid to the third party, not to Protocol Wealth, and are described in the applicable custodian, platform or fund documents.

The responsible plan fiduciary should evaluate whether the compensation described here is reasonable in relation to the services, which is the determination 408(b)(2) exists to support.

Prohibited transactions and conflicts

ERISA and the Internal Revenue Code prohibit certain transactions between a plan and a party in interest, and prohibit a fiduciary from dealing with plan assets in its own interest. Protocol Wealth does not engage in principal transactions with plan assets, does not use plan assets for its own account, and does not cause the plan to pay it additional compensation for a transaction it recommends or executes.

Protocol Wealth's fee does not vary by the investments selected. It has no proprietary products.

Bonding

ERISA 412 requires every person who handles plan funds or other property to be bonded, and the plan is responsible for that bonding. Whether Protocol Wealth is required to be included in the plan's fidelity bond depends on whether it handles plan funds within the meaning of 29 CFR 2580.412-6, which turns on the authority the Agreement actually grants.

Where inclusion is required or the plan requests it, the Client Advisory Agreement records it. Protocol Wealth does not represent that any particular bond covers it, and the responsible plan fiduciary should confirm coverage with the plan's bonding provider rather than relying on the Agreement alone.

Digital assets in a plan account

Where an ERISA account holds digital assets, Protocol Wealth's fiduciary duty applies to those assets on the same terms as to any other asset in the Account. A fiduciary as to the Account is a fiduciary as to everything in it, and an asset class cannot be carved out of that duty by agreement.

The responsible plan fiduciary should understand, before electing digital assets in a plan account, that:

- The Department of Labor cautioned fiduciaries about cryptocurrency in participant-directed plans in Compliance Assistance Release No. 2022-01, and its guidance in this area has continued to develop. The responsible plan fiduciary's duties of prudence and loyalty apply to the decision to hold these assets at all, and that decision is not Protocol Wealth's to make.
- Valuation may rest on venues that quote independently, so a single reference price may not exist. There is no consolidated tape.
- Custody arrangements differ materially from traditional securities custody. Some are with a qualified custodian; some are non-custodial infrastructure that confers no qualified-custodian safeguards, no SIPC protection, and no surprise-examination relief. Which applies is recorded in the Agreement.
- Some digital-asset arrangements are illiquid, and some cannot be unwound on a timetable the plan controls.
- The digital-asset and onchain risk disclosure applies in addition to this one.

How this disclosure changes

This is a disclosure, not a contract term. It describes Protocol Wealth's current practice and is superseded by a later edition rather than amended. Each edition is identified by its Version Date, and superseded editions are retained in the disclosure archive so a reader can establish what it said on any date.

If the services or compensation described here change, the responsible plan fiduciary will be notified as required by 408(b)(2) and 29 CFR 2550.408b-2(c)(1)(v).

Not legal or tax advice

Protocol Wealth does not provide legal or tax advice and is not counsel to the plan. Whether an arrangement is prudent, whether it is permitted by the plan documents, and whether it satisfies ERISA are determinations for the responsible plan fiduciary, with the plan's counsel where appropriate.