

BITCOIN & DIGITAL ASSET ESTATE PLANNING

DIGITAL ASSET MEMORANDUM

*A confidential legal instrument identifying digital assets,
designating fiduciaries, and authorizing access*

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Document 3 of 8 — Bitcoin Inheritance Kit · Version 1.7 (June 2026)

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IMPORTANT DISCLAIMERS

This document is provided for informational and educational purposes only and does not constitute legal advice.

No attorney-client relationship is created by your use of this document.

Consult a licensed attorney in your jurisdiction for advice specific to your situation.

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ABOUT THIS DOCUMENT

This Digital Asset Memorandum is designed to be **referenced by** your will or revocable living trust, but **not incorporated into** it. This is a deliberate structural choice: wills become public records upon probate. A memorandum referenced by — but kept separate from — the will protects the details of your digital asset holdings from public disclosure.

This template is drafted under California law (California Probate Code and the Revised Uniform Fiduciary Access to Digital Assets Act, Prob. Code §§ 870–884). If you reside in another state, consult an attorney licensed in your jurisdiction to confirm that the provisions below are enforceable and consistent with your state's laws.

Every field in **[BLUE BRACKETS]** must be replaced with your specific information. Delete the brackets after filling in your information.

SECURITY WARNING — READ BEFORE EXECUTING

Once executed, this memorandum contains sensitive information about your digital asset holdings, custody arrangements, key locations, and the identity of your fiduciaries. If this document falls into the wrong hands, someone could use the information to locate and steal your funds. There is no insurance, no fraud protection, and no reversal. The theft would be permanent and total.

This document should never be incorporated into your will. Wills become public records upon probate. This memorandum is designed to be referenced by your will or trust but kept physically separate to protect your digital asset details from public disclosure.

Once executed: Store the executed original in a fireproof safe, a safe deposit box, or with your estate planning attorney. Provide copies only to persons named in this memorandum. Do not email it. Do not store it in cloud storage. Do not photograph it. If you would not leave your seed phrase sitting on your kitchen counter, do not leave this document there either.

DIGITAL ASSET MEMORANDUM

of

[FULL LEGAL NAME OF PRINCIPAL]

Dated: [DATE OF EXECUTION]

RECITALS

I, [FULL LEGAL NAME], a resident of [CITY, COUNTY, STATE], make this Digital Asset Memorandum as a supplement to my [Last Will and Testament / Revocable Living Trust] dated [DATE OF WILL/TRUST] (the "Governing Instrument").

This Memorandum is intended to: (a) identify my digital assets, including but not limited to Bitcoin and other cryptocurrency holdings; (b) designate one or more fiduciaries authorized to access, manage, and distribute those assets; (c) provide disposition instructions; and (d) authorize access to digital accounts and electronically stored information consistent with applicable law.

This Memorandum is referenced by, but is not incorporated by reference into and does not form part of, my Governing Instrument. It is maintained as a separate document to preserve the confidentiality of the information contained herein and to avoid public disclosure through probate proceedings.

ARTICLE I

DEFINITIONS

1.1 Digital Assets

As used in this Memorandum, "Digital Assets" means all electronically stored assets in which I hold an ownership or beneficial interest, including but not limited to:

- (a) Bitcoin (BTC) and any other cryptocurrency, virtual currency, or digital currency held in self-custody wallets, hardware wallets, software wallets, or multisignature wallets;
- (b) Cryptocurrency held in accounts on centralized exchanges, custodial platforms, or brokerage accounts;
- (c) Private keys, public keys, seed phrases (mnemonic recovery phrases), passphrases, PINs, and any other credentials necessary to access, control, or transfer digital currency;
- (d) Digital tokens, non-fungible tokens (NFTs), and digital collectibles;
- (e) Domain names, Nostr identities (keypairs), and other digital property with monetary or identity value;
- (f) Mining equipment, mining rewards, staking positions, Lightning Network channels, mining-pool account balances, partially signed Bitcoin transactions (PSBTs), and associated infrastructure;
- (g) The content of electronically stored information as defined under the Revised Uniform Fiduciary Access to Digital Assets Act ("RUFADAA"), Cal. Prob. Code §§ 870–884.

1.2 Digital Executor

A “Digital Executor” is the individual or entity designated in Article III of this Memorandum to manage, secure, and distribute Digital Assets. The Digital Executor may, but need not, be the same person as the executor of my will or the trustee of my trust.

1.3 Secure Storage Location

A “Secure Storage Location” refers to the physical or logical location where credentials, seed phrases, passphrases, or device access information are stored, as identified in Article II of this Memorandum.

ARTICLE II

IDENTIFICATION OF DIGITAL ASSETS

2.1 Inventory of Holdings

As of the date of this Memorandum, I hold the following Digital Assets. A detailed inventory, including wallet addresses, balances, and verification instructions, is maintained in my Custody Audit Checklist, stored at [\[LOCATION OF CUSTODY AUDIT CHECKLIST\]](#).

#	Description	Custody Type	Platform / Device	Approx. Value
1.	[e.g., Bitcoin (BTC)]	[Self-custody / hardware]	[e.g., Coldcard Mk4]	[\$ or BTC]
2.	[e.g., Bitcoin (BTC)]	[Exchange / custodial]	[e.g., River Financial]	[\$ or BTC]
3.	[e.g., Lightning channels]	[Self-custody / node]	[e.g., Umbrel node]	[\$ or BTC]
4.	[Add rows as needed]			
	[Add rows as needed]			
	[Add rows as needed]			
	[Add rows as needed]			
	[Add rows as needed]			

2.2 Credential Storage

The credentials necessary to access the Digital Assets identified in Section 2.1 are stored in the following Secure Storage Location(s):

- Seed phrases and passphrases: [\[LOCATION — e.g., stamped metal plates in safe deposit box #4421 at Chase Bank, 123 Main St, Anytown, CA 90000, accessible by co-signer or upon presentation of death certificate and Letters Testamentary\]](#)
- Hardware wallet PINs and device access codes: [\[LOCATION — e.g., sealed envelope in fireproof safe at primary residence, combination provided to Digital Executor\]](#)
- Exchange account credentials and 2FA recovery codes: [\[LOCATION — e.g., encrypted file on USB drive in safe deposit box / documented in Heir Letter stored with attorney\]](#)

- (d) Multisig wallet configuration files (.bsms / .json): [LOCATION — e.g., USB drive in safe deposit box AND copy with Digital Executor]

This Memorandum intentionally does not include the credentials themselves. Credentials are stored separately to prevent exposure through probate, legal proceedings, or unauthorized access to this document.

ARTICLE III

DESIGNATION OF DIGITAL EXECUTOR

3.1 Primary Digital Executor

I hereby designate [FULL LEGAL NAME], of [CITY, STATE], as my primary Digital Executor, with full authority to access, secure, manage, and distribute my Digital Assets in accordance with the terms of my Governing Instrument and this Memorandum.

Contact information: [PHONE / EMAIL]

Relationship to Principal: [RELATIONSHIP — e.g., spouse, sibling, trusted friend, attorney]

3.2 Successor Digital Executor

If my primary Digital Executor is unable or unwilling to serve, I designate [FULL LEGAL NAME], of [CITY, STATE], as my successor Digital Executor with the same powers and authority. If both my primary and successor Digital Executor are unable or unwilling to serve, the executor or administrator of my estate (or the successor trustee of my trust) shall succeed to all powers and authority granted to the Digital Executor under this Memorandum.

3.3 Powers of Digital Executor

The Digital Executor shall have the following powers, exercisable in the Digital Executor's sole discretion, subject to any limitations in the Governing Instrument:

- (a) To access all Digital Assets, accounts, devices, and electronically stored information;
- (b) To take immediate possession of and secure all hardware wallets, seed phrase backups, and credential storage materials;
- (c) To verify holdings by consulting public blockchain records, exchange account statements, and other available records;
- (d) To transfer, sell, convert, or distribute Digital Assets to beneficiaries as directed by the Governing Instrument;
- (e) To engage qualified professionals, including attorneys, tax advisors, and cryptocurrency custody specialists, and to compensate them from estate assets;
- (f) To open new wallet addresses or exchange accounts as reasonably necessary to effectuate the distribution of Digital Assets;
- (g) To access the content of electronic communications to the extent permitted by the Stored Communications Act (18 U.S.C. §§ 2701 et seq.) and RUFADAA (Cal. Prob. Code §§ 870–884);
- (h) To close or deactivate digital accounts that are no longer needed following distribution, and to pay reasonable expenses necessary to preserve operational Digital Asset infrastructure

pending distribution, including mining-pool fees, hosting fees, electricity, and Lightning channel maintenance.

ARTICLE IV

DISPOSITION INSTRUCTIONS

4.1 General Disposition

Unless specific instructions are provided below, all Digital Assets shall be distributed in accordance with the residuary provisions of my Governing Instrument, treated as personal property of the estate.

4.2 Specific Bequests

[IF APPLICABLE — Use this section only to IDENTIFY beneficiaries the Governing Instrument designates for specific Digital Assets. The actual gift must be made in your will or trust itself. This Memorandum is not a testamentary instrument (see §6.5). California Probate Code §6132 authorizes a will to dispose of tangible personal property through a separate writing, but that safe harbor does not extend to intangible property such as cryptocurrency — so a separate writing cannot independently dispose of it. Delete this section entirely if all Digital Assets pass under the residuary clause of your Governing Instrument.]

The following Digital Assets are the subject of specific bequests made in the Governing Instrument:

- (a) [DESCRIPTION OF ASSET — e.g., all Bitcoin held in my Coldcard hardware wallet], devised to [BENEFICIARY NAME] under Article/Section [___] of the Governing Instrument.
- (b) [DESCRIPTION OF ASSET], devised to [BENEFICIARY NAME] under Article/Section [___] of the Governing Instrument.

4.3 Timing of Distribution

I direct my Digital Executor to distribute Digital Assets to beneficiaries as soon as reasonably practicable after (a) obtaining legal authority to act (Letters Testamentary, Letters of Administration, or trustee certification), (b) completing an inventory and verification of all holdings, and (c) consulting with a qualified tax professional regarding any tax obligations arising from the transfer. The Digital Executor shall not be liable for reasonable delays in distribution.

4.4 Method of Distribution

Where a beneficiary is capable of receiving Bitcoin directly (i.e., the beneficiary maintains a self-custody wallet or exchange account), the Digital Executor should transfer Bitcoin on-chain to the beneficiary's designated receiving address. Where a beneficiary is unable or unwilling to receive Bitcoin directly, the Digital Executor is authorized to liquidate the Bitcoin through a regulated exchange and distribute the proceeds in U.S. dollars. If a beneficiary is a minor, the Digital Executor shall not transfer Bitcoin or sale proceeds directly to the minor, but shall instead distribute to a custodian under the California Uniform Transfers to Minors Act (a California UTMA custodianship can be set to end between

ages 18 and 25 for a transfer made under a will or trust — Cal. Prob. Code § 3920.5; specify the age with your attorney), to the guardian of the minor’s estate, or to a trust for the minor’s benefit, as directed by the Governing Instrument or applicable law.

ARTICLE V

AUTHORIZATION AND LEGAL AUTHORITY

5.1 RUFADAA Consent

Pursuant to the Revised Uniform Fiduciary Access to Digital Assets Act (Cal. Prob. Code §§ 870–884), I hereby authorize my Digital Executor, the executor of my estate, and the trustee of my trust to access the content of my electronic communications and other Digital Assets held by any custodian, as defined under Prob. Code § 871(f). This authorization constitutes a “direction” for purposes of Prob. Code § 873(b) and, under § 873(c), shall override a contrary provision in a custodian’s terms-of-service agreement to the fullest extent permitted by law.

This authorization also reaches fiduciaries who may act for me during my lifetime if I become incapacitated, to the extent California law allows (Cal. Prob. Code §§ 879.1 through 879.3, added by Senate Bill 1458, operative January 1, 2025). An agent acting under my durable power of attorney may access my Digital Assets to the fullest extent permitted by §§ 879.1 and 879.2; however, access to the content of my electronic communications requires that my durable power of attorney itself expressly grant the agent authority over the content of electronic communications (§ 879.1), and this Memorandum does not by itself confer that authority. [DRAFTING NOTE — DELETE BEFORE SIGNING: confirm the durable power of attorney contains an express grant of authority over digital assets and over the content of electronic communications.] A conservator of my estate may obtain only the catalogue of my electronic communications and my Digital Assets other than the content of those communications, and only upon a court order entered after a noticed hearing under § 879.3; this Memorandum does not by itself confer that access, and I direct that any such court-authorized access be honored to the fullest extent § 879.3 permits.

Online-Tool Coordination. I understand that under Prob. Code § 873(a), a disclosure direction I give a custodian directly through an “online tool” (for example, Google Inactive Account Manager, Apple or Facebook Legacy Contact, or an exchange’s beneficiary-designation form), where the tool allows me to modify or delete that direction at all times, overrides a contrary direction in a will, trust, power of attorney, or other record — including this Memorandum. [DRAFTING NOTE — DELETE BEFORE SIGNING: review all account-level designations (online tools, legacy contacts, exchange beneficiary forms) and confirm they are consistent with this Memorandum.] If any conflict exists, the online-tool designation will control until I change it, and I direct my fiduciaries to identify and reconcile any such designations.

5.2 Stored Communications Act

I acknowledge that access to the content of electronic communications held by third-party service providers may be governed by the Stored Communications Act, 18 U.S.C. §§ 2701 et seq. To the extent that my lawful consent is required to authorize a fiduciary’s access to such content, I hereby provide that consent. I direct any custodian or service provider to treat this Memorandum as evidence of my consent.

5.3 No Limitation on Fiduciary Duties

Nothing in this Memorandum shall be construed to relieve any fiduciary of the duties imposed by applicable law, including the duties of loyalty, prudence, and impartiality.

ARTICLE VI

GENERAL PROVISIONS

6.1 Amendments

I reserve the right to amend, revoke, or replace this Memorandum at any time during my lifetime by executing a new Digital Asset Memorandum and destroying all copies of this version. Any amendment shall be dated and signed.

6.2 Relationship to Governing Instrument

This Memorandum supplements but does not replace, modify, or override any provision of my Governing Instrument. In the event of a conflict between this Memorandum and the Governing Instrument, the Governing Instrument shall control.

6.3 Severability

If any provision of this Memorandum is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

6.4 Governing Law

This Memorandum shall be governed by and construed in accordance with the laws of the State of [STATE — e.g., California].

6.5 Not a Testamentary Instrument

This Memorandum is not a will, codicil, or testamentary instrument. It is intended to provide guidance and authorization to fiduciaries acting under the authority of the Governing Instrument. It does not independently create, transfer, or dispose of any property interest.

EXECUTION

I have executed this Digital Asset Memorandum on the date indicated below.

[FULL LEGAL NAME], Principal

Date: _____

WITNESSES (if required by your jurisdiction)

[California does not require witnesses for a memorandum referenced by a trust. However, if your Governing Instrument is a will (rather than a trust) or if you reside in a state that requires witnesses for ancillary documents, have two disinterested witnesses sign below. Notarization is not required either, but notarizing your signature is recommended to help third parties authenticate it.]

Witness 1 — Printed Name: _____

Date: _____

Witness 2 — Printed Name: _____

Date: _____

Need This Memorandum Reviewed by Counsel?

This template is a starting point for review with your own attorney — it is not drafted for your specific facts, and your situation may require

customization. Asaf Fulks Law offers document review and consultation.

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