



Account Application

Date Stamp
(Office use only)
Rev. 12/8/2022

This is a fillable PDF form. To complete the form, click in an area and type.

☐ New Client ☐ Existing Client

Personal Information (All information in this section is required.)

Legal Name: _____
First, Middle, Last

Legal Address: _____
(P.O. Box not allowed. Must be legal residence)

City: _____ **State:** _____ **Zip:** _____

Mailing Address: _____
(If different than above)

City: _____ **State:** _____ **Zip:** _____

Date of Birth: _____ **Social Security Number:** _____

Mobile Number: _____ **Email Address:** _____

Occupation (If retired, must state former occupation) _____ **Industry:** _____

County of Residence: _____ **Marital Status:** ☐ Single ☐ Married ☐ Widowed or Divorced

Would You Like to Receive Account Alerts via SMS Text Message? ☐ Yes ☐ No

Account Type (Please select one.)

☐ **Traditional IRA** (IRS Form 5305) ☐ **ROTH IRA** (IRS Form 5305 IRA) ☐ **SEP IRA** (IRS Form 5305-SPE needed to open account) ☐ **SIMPLE IRA** (IRS Form 5305-Simple needed to open account)

☐ **Health Savings Account** - Please select one of the following ☐ **Self Coverage** ☐ **Family Coverage** (IRS Form 5305-C)

☐ **Beneficiary IRA** This option applies to beneficiaries of deceased parties only - Please select one of the following: ☐ **Traditional IRA** ☐ **ROTH IRA**

Original IRA Holder _____ **Date of Passing:** _____

Application Fee

☐ Visa ☐ MC ☐ Discover ☐ AMEX **Promo Code** (If Applicable): _____

Name On Card: _____

Card Number: _____ **Exp:** _____

Billing Address: _____

City: _____ **State:** _____ **Zip:** _____

How Did You Hear About Us?

☐ Referred by a friend or family? ☐ Yes ☐ No

If yes, their: _____
First and Last Name

☐ Are they a Vantage Client? ☐ Yes ☐ No

☐ **Workshop / Event:** _____ **Company Name:** _____
Event Name and Date

☐ **Advertisement:** ☐ Bing ☐ Google ☐ Yahoo ☐ Facebook ☐ LinkedIn

Beneficiary Designation

If designating a Trust as the beneficiary, please include a copy of the Trust Abstract. If the Primary or Contingent box is not checked for a beneficiary, the beneficiary will be deemed to be a Primary Beneficiary. If more than one Primary Beneficiary is designated and no distribution percentages are indicated, the beneficiaries will be deemed to own equal share percentages in the Account. Multiple Contingent Beneficiaries with no share percentage indicated will also be deemed to share equally. Share percentages must equal 100%.

Legal Name: _____ ☐ Primary ☐ Contingent Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Date Of Birth: _____ Social Security Number: _____

Relationship: _____ Share: _____

Legal Name: _____ ☐ Primary ☐ Contingent Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Date Of Birth: _____ Social Security Number: _____

Relationship: _____ Share: _____

Legal Name: _____ ☐ Primary ☐ Contingent Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Date Of Birth: _____ Social Security Number: _____

Relationship: _____ Share: _____

Spousal Consent (Only required if your spouse is not the primary beneficiary - see note below.)

The consent of spouse must be signed only if all of the following conditions are present:

- a. Your spouse is living;
- b. Your spouse is not the sole primary beneficiary named; and
- c. You and your spouse are residents of a community property state (such as AZ, CA, ID, LA, NV, NM, TX, WA, or WI).

I am the spouse of the account holder listed above. I hereby certify that I have reviewed the Beneficiary Designation and I understand that I have a property interest in the account. I hereby acknowledge and consent to the above Beneficiary Designation other than, or in addition to, myself as primary beneficiary. I further acknowledge that I am waiving part or all of my rights to receive benefits under this plan when my spouse dies.

I, _____ hereby consent to the above Beneficiary Designation.
(Please type or print name.)

Spouse Signature: _____ Date: _____

Interested Party Authorization

I hereby authorize Administrator to provide the individual and/or entity named below access to information contained in my Account. I understand that this authorization relates only to information and that the named individual and/or entity may not conduct transactions on my behalf. I understand if an entity is named, any individual associated with the entity may receive information related to my account. I understand that I may revoke this authorization by providing written notice to Administrator at any time.

Interested Party Name: _____ Phone Number: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____ Relationship: _____

Appointment of Custodian, Investment Direction and Important Disclosures.

Your signature is required. Please read before signing.

The account holder shown on the front of this application must read this agreement carefully and sign and date this part. By signing this application, you acknowledge the following:

Administrator Role:

I, the undersigned Account Owner, understand that Vantage Retirement Plans, L.L.C. ("Administrator") provides certain record keeping and administrative services in connection with self-directed retirement accounts on the behalf of the appointed custodian of the account ("Custodian"). I am making this application (my "Account Application") for Custodian to become the custodian of my self-directed retirement account (my "Account") and for Administrator to provide services to Custodian and me in connection with my Account. Custodian is identified in the IRS Form 5305 disclosed to and reviewed by me (the "Custodial Account Agreement"). I understand and acknowledge: (i) the Custodial Account Agreement is my separate agreement with Custodian and I consent to all its terms and conditions; (ii) Custodian may delegate certain responsibilities for my Account to Administrator under the Custodial Account Agreement; (iii) this Account Application, including the terms and conditions of the Documents (defined below), sets forth the terms of my relationship with Administrator; (iv) Administrator provides services as a record keeper and administrator, and no communication between me and Administrator, whether by e-mail, U.S. Mail, facsimile, direction/authorization letter, or otherwise, creates a contractual obligation of Administrator; (v) Administrator is a beneficiary of the terms and conditions of the Custodial Account Agreement; and (vi) Custodian is a beneficiary of the terms and conditions of this Account Application. For purposes of this Account Application, the terms Administrator and Custodian include their respective agents, assigns, licensees, and franchisees.

Appointment:

I hereby appoint Custodian as the custodian of my Account and Administrator as the administrator of my Account. Administrator may change custodians at any time to any institution permitted by law. The appointment of Custodian and Administrator does not create a fiduciary relationship between me or my Account and Administrator or Custodian. I understand and agree that neither Administrator nor Custodian is a fiduciary to me or for my Account and/or my investment as such term is defined in the IRC, ERISA, and/or any applicable federal, state, or local law. I authorize Administrator to communicate with me by e-mail, and I will regularly monitor the e-mail address(es) that I provide to Administrator. I will deliver written notice to Administrator within ten (10) days of any change to the contact information I provide to Administrator, including, but not limited to, e-mail addresses, mailing addresses, and telephone numbers. Administrator may cease providing services and resign as administrator if I do not respond to written correspondence from Administrator or fail to pay any of Administrator's fees.

I hereby agree to participate in the Account offered by Custodian. I direct that all benefits upon my death be paid as stated above. If I designate a trust as a beneficiary, then I understand that I must disclose information regarding such trust to Administrator and Custodian. I authorize Administrator to deduct annual fees and other charges from my Account. I acknowledge and agree that I am responsible for determining my eligibility to participate in this Account, the amount and deductibility of any contributions made in connection with the Account, and the taxation of any distribution from my Account.

Adequate Information:

I acknowledge that I have received a copy of the Fee Schedule and reviewed the appropriate IRS Form 5305 for my type of account, and that occasionally Administrator will provide additional documents and forms for my information and use in connection with my Account (documents provided or made available to me by Administrator regarding the administration of my Account are hereafter collectively referred to as the "Documents"). The Documents contain terms and conditions that apply to my Account, and I agree to be bound by those terms and conditions, as they may be amended from time to time. Failure to promptly notify Administrator in writing of my objection(s) to a term or condition of my Account Application or a Document is deemed a waiver of such an objection. If my Account Application pertains to an individual retirement account (an "IRA"), then I may revoke the Account Application without penalty by delivering written notice of the same to Custodian c/o Administrator within seven (7) days of the date of submission of the Account Application to Administrator. I have received sufficient information from Administrator to complete this Account Application. I have been afforded the opportunity to request information from Administrator and am satisfied with the information Administrator has provided to me.

Responsibility for Tax Consequences:

I assume all responsibility for any tax consequences and/or penalties that may result from making contributions to, transactions with, or distributions from my Account. I am authorized and of legal age to establish this Account and purchase investments permitted under the Plan Agreement offered by Custodian. I assume complete responsibility for: (i) determining my eligibility for the Account transaction(s) that I direct Administrator to make on my behalf; (ii) ensuring all contributions I make are within the limits established by applicable tax laws and regulations; and (iii) the tax consequences of any contribution and distribution (including rollover contributions and distributions). I understand and acknowledge that no tax advice has been or will be provided to me by Administrator. I certify under penalty of perjury that: (i) I have provided Administrator with complete and accurate social security or tax identification number(s); and (ii) I am not subject to backup withholding because: (a) I am exempt from backup withholding; or (b) I have not been notified by the Internal Revenue Service ("IRS") that I am subject to backup withholding because of a failure to report interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding. (Please note: you must cross out item (ii) if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return). I understand and acknowledge the IRS does not require my consent to any provision of this document other than the certification required to avoid backup withholding. If the Account is a rollover contribution, then I hereby irrevocably elect, pursuant to the requirements of Section 1.402(a)(5)-1T of the IRS regulations, to treat this contribution as a rollover contribution.

Investment Instructions:

I hereby instruct Custodian to follow the investment directions that I provide to Administrator relating to my Account. Investment directions must be made in the form of an executed Administrator-approved direction letter. Administrator will not accept investment directions in any form other than an Administrator-approved Document. Administrator may accept and act in accordance with electronic copies of signed direction letters or other Documents. In taking any action related to my Account, Administrator and Custodian may act on my instruction, designation, or representation stated in an investment direction letter or other Document for the Account that has been delivered to Administrator. Administrator does not verify information and signatures supplied in an investment direction letter or other Document, and I am responsible for all damages associated with or arising from falsified or forged information and/or signatures in investment direction letters and other Documents delivered to Administrator regarding the Account. I understand that I am responsible for providing true, correct, and complete information in all instructions and other Documents delivered to Administrator and that Administrator and Custodian are not responsible for any damages caused by or related to incomplete or incorrect information, misleading, or impossible instructions, or falsified or forged information or signatures contained in a direction or other Document delivered to Administrator.

Account Responsibility:

The Account is established for the exclusive benefit of me or my beneficiaries. I take complete responsibility for the type of investment instrument(s) that I choose to fund my Account. I further understand that my Account is self-directed and that Administrator and Custodian will not investigate, perform due diligence, or otherwise review or ascertain the legitimacy, quality, security, and/or suitability of any investment or the persons offering the investment. I am solely responsible for investigating and performing all due diligence and research that a reasonably prudent investor would undertake prior to making an investment and throughout the period an investment is held, including, but not limited to, completing title and lien searches and monitoring the status and compliance of the investment(s) and investment source(s). It is my responsibility to review investments for all investment risks, and to monitor my Account investments for status, risks, and compliance for the entire duration they are held in my Account. I understand and agree that Administrator and Custodian are not required to take any action should there be any default regarding an investment asset in my Account. Administrator is not responsible for any damages associated with use of the website www.vantageiras.com or its associated pages (the "Website"), including, but not limited to, inability to access the Website or inaccurate information.

Release; Indemnification; Litigation Costs:

I understand and agree that Administrator does not and will not provide, through its website, workshops, or otherwise, any investment advice, structure, guidance, or strategies, or any tax advice, legal advice, due diligence, research, recording or title services, or endorsement of professional relationships ("Advisory Activities"). I understand and agree that Administrator has not made, through its website, workshops, or otherwise, any representations, warranties, promises, or guarantees regarding any investment, including, but not limited to, the quality and/or suitability of an investment, investment performance, preservation of capital, return on capital, feasibility of an investment strategy, security lien positions, placement of security interests, the credibility of business practices and/or ethics, or an investment's compliance with the Employee Retirement Income Securities Act ("ERISA"), the Internal Revenue Code ("IRC"), or any federal, state, or local law or regulation, including, but not limited to, applicable securities laws ("Investment Representations"). If I desire Advisory Activities and/or Investment Representations, then I will not look to nor rely on Administrator and will consult with independent legal, accounting, and/or financial professionals. I am aware of the transactions prohibited by Internal Revenue Code Section 4975 ("Prohibited Transactions") and warrant and represent that I will not participate in or request Administrator to participate in any Prohibited Transaction. Understanding and acknowledging that Administrator will not provide me with, and has at no time provided me with, any Advisory Activities, Investment Representations, or Prohibited Transactions, I fully, finally, and forever release and discharge Administrator from all claims relating to and arising from, in the broadest sense, Advisory Activities, Investment Representations, and Prohibited Transactions. I covenant not to sue or otherwise assert against Administrator, in any forum, any claim of any nature whatsoever, which I had, now have, or may purport to have related to or arising out of Advisory Activities, Investment Representations, or Prohibited Transactions. This release extends to all claims, whether known or unknown, past, present, or future. My release will remain effective as a full and complete release notwithstanding my discovery of new facts and/or claims.

If I elect to transfer assets from another custodian and/or administrator to the Account, then I hold harmless and fully indemnify Administrator and Custodian from and against claims, action, omissions, damages, liabilities, obligations, penalties, fines, judgments, deficiencies, losses, costs, expenses, assessments (including without limitation, interest, penalties, and reasonable attorneys' fees) arising from or relating to the transferred assets, in the broadest sense, prior to the date Custodian comes into possession of the assets designated for transfer to the Account. Neither Custodian nor Administrator has any duty or responsibility to investigate or take any action regarding actions or omissions completed by a prior custodian or administrator of accounts and assets held by me and/or for my benefit.

I further hold harmless and fully indemnify Administrator from and against all claims, actions, omissions, damages, liabilities, obligations, penalties, fines, judgments, deficiencies, losses, costs, expenses, assessments (including without limitation, interest, penalties, and reasonable attorneys' fees) arising from or relating to: (i) any action taken by Administrator or Custodian in reliance upon my instructions, designations, or representations; (ii) any action taken by Administrator or Custodian in exercising a right or power of Administrator or Custodian; (iii) any Advisory Activities, Investment Representations, or Prohibited Transaction; (iv) my actions or omissions in investigating, reviewing, and selecting investments; and (v) any action or omission of a third party regarding the Account or its assets; (vi) any claim made by a third-party related to my Account whereby Administrator or Custodian is named as a party.

In the event a claim, action, omission, damage, liability, obligation, penalty, fine, judgment, deficiency, loss, cost, expense, or assessment subject to the foregoing releases and indemnification (an "Indemnified Claim") is noticed or asserted, Administrator and Custodian may: (i) at their sole discretion, select their own attorneys to represent them regarding the Indemnified Claim(s); and deduct from my Account amounts sufficient to pay for any damages, costs, and expenses associated with such claim, including, but not limited to, all internal costs of Administrator and Custodian, and attorneys' fees and costs incurred by Administrator or Custodian, in connection with such claim (collectively, "Litigation Costs"). If there are insufficient funds in my Account to fully reimburse Administrator and Custodian for all Litigation Costs, then, upon demand by Administrator or Custodian, I will promptly reimburse Administrator and/or Custodian the outstanding balance of the Litigation Costs. If I fail to promptly reimburse the Litigation Costs, then Administrator and Custodian may seize and/or liquidate any of my assets under their control, and/or initiate legal action to obtain full reimbursement of the Litigation Costs.

I understand and acknowledge that if the services of Administrator or Custodian were marketed, suggested, or otherwise recommended to me by a third-party, individual or entity, such as a financial representative or investment promoter, then all such persons are not and will not be construed as agents, employees, representatives, affiliates, partners, consultants, or subsidiaries of Administrator or Custodian. Neither Administrator nor Custodian is responsible for or bound by any statements, representations, warranties, or agreements, made by any such person.

If any provision of this Account Application is determined to be illegal, invalid, void, or unenforceable, then such provision is severed from this Account Application and such illegality or invalidity will not affect the remaining provisions of this Account Application, which will remain in full force and effect.

Appointment of Custodian, Investment Direction and Important Disclosures. (Continued)

Your signature is required. Please read before signing.

The account holder shown on the front of this application must read this agreement carefully and sign and date this part. By signing this application, you acknowledge the following:

Important Information for Opening a New Account:

To comply with the USA PATRIOT Act, Administrator has adopted a Customer Identification Program that requires all accounts include a copy of an unexpired, photo-bearing, government-issued identification of the Account holder. The copy must be legible to permit Administrator to identify Account Owner's name and driver's license number or state issued identification number.

Electronic Communications, Signatures, and Records:

Subject to any limitations in Treasury Regulation section 1.401(a)-21 and other applicable federal law, I understand and acknowledge and the Account is subject to the Uniform Electronic Transactions Act, as passed in the state where the Administrator or Custodian is organized, and the federal Electronic Signature in Global and National Commerce Act (ESIGN Act, as contained in 15 U.S.C. 7001), as those laws pertain to electronic communication, electronic signatures, and electronic storage of Account records. Pursuant to applicable law, in lieu of the retention of the original records, Administrator and Custodian may cause any, or all, of its records, and records at any time in its custody, to be photographed or otherwise reproduced to permanent form, and any such photograph or reproduction has the same force and effect as the original thereof.

I acknowledge and agree that Administrator may monitor and record telephonic communications between me (or any Account representative) and Administrator for record-keeping, training, and quality-assurance purposes, and I consent to the same. My consent is effective without regard to, and is not contingent upon, the disclosure and/or publication of notice at the time of telephonic communication.

I further consent to Administrator's disclosure of records regarding the Account when required by law, including under subpoenas and/or orders issued by state and/or federal agencies, or state and/or federal courts.

Arbitration; Class Action:

Scope. I consent to the arbitration of any claim, controversy, dispute, or disagreement between me, the Account Owner, and Administrator (collectively the "Parties") arising out of and relating to the Account, the Account Application, the Documents, and/or the Custodial Account Agreement (each a "Dispute") under the terms and provisions set forth herein (the "Procedures") and in accordance with the Federal Arbitration Act. The Procedures do not preclude Administrator from seeking a temporary restraining order, injunction, or other equitable relief in state court or federal court for the breach of any duty, obligation, covenant, representation, or warranty, the breach of which may cause irreparable harm or damage to Administrator. All Disputes must be commenced within one (1) year after they accrue.

These Procedures do not apply to claims, controversies, disputes, or disagreements between me, the Account Owner, and persons other than the Administrator that arise out of or relate to the Account and/or investments made by me by or through the Account. I warrant and represent that I will not join or seek to add Administrator as a party, whether designated as indispensable or otherwise, to any legal proceeding or civil action between me, the Account Owner, and persons other than the Administrator that arise out of or relate to the Account and/or investments made by me by or through the Account.

Waiver. I acknowledge and agree that all Disputes not commenced within one (1) year after they accrue are waived by the Parties. I will only assert Disputes in my individual capacity and will not, and waive all right to assert, claims against Administrator in a class action or representative action in any forum, and I understand I have no right or authority to claim any Dispute be arbitrated on a class action or representative action basis. BY SIGNING THIS AGREEMENT, I, AS THE ACCOUNT OWNER, WAIVE ALL RIGHTS TO A JURY TRIAL AND ALL RIGHTS TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION.

Written Notice. If a Dispute occurs, then written notice of the Dispute must be delivered by the noticing Party (the "Claimant") to the other Party ("Respondent") by certified U.S. Mail, return receipt requested (a "Dispute Notice"). The Dispute Notice must identify the facts and claims that comprise the Dispute and the Claimant's requested remedy. Upon delivery of the Dispute Notice, the Parties must engage in good faith efforts to resolve the Dispute. If the Parties cannot resolve the Dispute within thirty (30) days following the Dispute Notice (the "Negotiation Period"), then the Parties must proceed to arbitration as set forth below.

Arbitration. A Dispute not resolved by agreement of the Parties will be resolved by means of binding arbitration before a single arbitrator in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association, including the Rules for Emergency Measures of Protection, unless otherwise provided herein.

The Parties may mutually agree to appoint a qualified arbitrator. Unless otherwise agreed by the Parties, a qualified arbitrator is a retired federal or state court judge, or American Arbitration Association ("AAA") and/or National Academy of Distinguished Neutrals ("NADN") neutral, located in Arizona with at least fifteen (15) years of working experience related to commercial legal disputes. If the Parties do not mutually select an arbitrator for appointment within fifteen (15) days of the expiration of the Negotiation Period, then the arbitrator of the Dispute will be selected and appointed as follows: The Claimant will nominate one arbitrator and notify the Respondent of Claimant's nomination within twenty (20) days of the expiration of the Negotiation Period; the Respondent will within fifteen (15) days of Claimant's delivery of notice of nomination nominate one arbitrator and notify Claimant of Respondent's nomination; and the two nominated arbitrators will then confer amongst themselves and mutually nominate and appoint a third arbitrator and notify the Parties of the same within fifteen (15) days of Respondent's delivery of notice to Claimant. Unless otherwise provided herein, the third arbitrator will serve as the sole arbitrator to hear and decide the Dispute identified under the Dispute Notice (the

"Arbitrator"). If Claimant fails to nominate an arbitrator and deliver notice of its nomination to Respondent within twenty (20) days of the expiration of the Negotiation Period, then all claims asserted by Claimant under the Dispute Notice will be deemed waived. If Respondent fails to timely nominate an arbitrator and provide notice of the same to Claimant under the Procedures, then the arbitrator timely nominated by Claimant will be appointed and serve as the Arbitrator. If one or both Parties' nominated arbitrators fail to appoint and notice the appointment of a third arbitrator, then the Dispute will be submitted to the AAA by the Party that noticed the Dispute, and the AAA will select and appoint the Arbitrator under its applicable rules.

The arbitration must be held in the Phoenix, Arizona metropolitan area and, unless otherwise provided herein, the Dispute is governed by Arizona law. The arbitration proceedings and arbitration award must be maintained by the Parties as strictly confidential, except as otherwise required by court order or as is necessary to confirm, vacate, or enforce the arbitration award and for disclosure in confidence to the Parties' respective attorneys, tax advisors, and senior management and to immediate family members of a Party who is an individual.

The Arbitrator will require exchange of disclosure statements by the Parties that conform with Arizona Rule of Civil Procedure 26.1 within forty-five (45) days following the appointment of the Arbitrator. All discovery must be completed within one hundred-twenty (120) days following the appointment of the Arbitrator, unless the Arbitrator otherwise determines for good cause. Any dispute or objections regarding discovery or the relevance of evidence will be determined by the Arbitrator. The final decision of the Arbitrator must be reduced to writing, include findings of fact and conclusions of law, and identify the prevailing Party for an award of attorneys' fees and costs. The prevailing Party is entitled to an award of his/her/its reasonable attorneys' fees and costs. The decision of the Arbitrator is binding on the Parties and not subject to appeal. Judgment upon the award(s) rendered by the Arbitrator may be entered and execution had in any court of competent jurisdiction and application may be made to such court(s) for a judicial acceptance of the award and an order of enforcement. The Arbitrator is not authorized to award punitive or other damages not measured by the prevailing party's actual damages. The Arbitrator has no authority to consider a class action or representative action by one or more Parties or otherwise preside over any form of a class or representative proceeding. All privileges under state and federal law, including attorney-client and work-product privileges, will be preserved and protected to the same extent that such privileges would be protected in a federal court proceeding applying the state laws of Arizona.

Under penalty of perjury, I certify that I have examined this Account Application, including all accompanying documents, and to the best of my knowledge and belief, the Account Application is true, correct, and complete. I have carefully read this document and I understand its contents, and I have not executed this Account Application under any duress, pressure, or fraud. I understand that upon signing below, this document becomes a legally enforceable agreement under which I will give up rights and potential claims. I have been encouraged to have legal counsel review this agreement before signing it. I understand that no person associated with Administrator or Custodian has authority to agree to anything different than as set forth in this Account Application.

PRINT, SIGN, AND MAIL THIS FORM TO ADMINISTRATOR. THIS FORM CONTAINS SENSITIVE FINANCIAL INFORMATION.

Account Owner's Signature: _____ **Date:** _____

An incomplete application will be discarded if not completed within 30 days of submitting. A new applicaton will be required to open an account.

Vantage, as agent for Custodian: _____ **Date:** _____



VANTAGE®

Fee Schedule

Date Stamp
(Office use only)
Rev. 8/22/2025

Account Owner Information *(As it appears on your account application)*

First Name: _____ Last Name: _____ Middle Initial: _____

Account Fees

Account Setup Fee <i>(Non-refundable account application fee)</i>	\$50
Annual Recordkeeping Fee <i>(Due upon account funding)</i>	
Per Asset	\$450
Per Mortgage Liability	\$150
Maximum Annual Recordkeeping Fee \$2,250	

Transaction Fees

Purchase, Sale, Exchange, Payoff, or Reregistration of Any Asset or Liability <i>(including partial payoff, return of capital, and additional purchase)</i>	\$175
Roth Conversion or Recharacterization <i>(including partial requests)</i>	\$75
Domestic Wire Transfers	\$50
International Wire Transfers	\$75
Cashier's Checks <i>(Cashier's Check stop payment requests are subject to additional fees)</i>	\$50
Check Fee or ACH Transfers <i>(no Check/ACH Fee for Required Minimum Distributions)</i>	\$10
Overnight Mail / Certified Mail	\$45 minimum / \$15
Returned Items of Any Kind or Stop Payment Requests	\$50
Tax Form Corrections	\$50
Legal Research Fee <i>(Minimum \$450) - \$150 per hour after three hours</i>	\$150 per hour
Custom Research Fee <i>(Minimum \$350) - \$75.00 per hour after five hours</i>	\$75 per hour
Full Account Termination <i>(All assets are removed and the account is closed, an account cannot remain open with a zero market value, and annual recordkeeping fees are not prorated)</i>	\$250
Partial Account Termination <i>(For cash distributions of \$20,000 or more, any cash transfer amount, or any in-kind distribution/transfer of assets)</i>	\$100
Late Fee on Outstanding Invoices	\$35
Late, Incomplete, or Rejected Fair Market Valuation Submission <i>(Assessed May 1st)</i>	\$125

THIS ACCOUNT WILL BE CLOSED IF NOT FUNDED WITHIN 60 DAYS

Pay Fees From

Vantage Account

Credit Card:

Visa

MC

Discover

AMEX

Name On Card: _____

Card Number: _____ **Exp.:** _____

Billing Address: _____

City: _____ **State:** _____ **Zip:** _____

Note: By adding your credit card information, you are authorizing Vantage to keep the information on file for the payment of future fees.

Signature

Vantage Retirement Plans, LLC (“Administrator”) performs recordkeeping and administration duties in connection with Account Owner’s self-directed account (the “Account”) on behalf of the custodian (“Custodian”) as set forth in Account Owner’s account application (the “Account Application”). The terms and conditions of this document are incorporated into the Account Application, and the terms and conditions of the Account Application are incorporated herein.

The Custodian is entitled to receive, from the assets held in your Account, a fee equal in amount to all income that is generated from any Undirected Cash (defined as any cash in your Account not invested pursuant to a specific investment direction by you, the Account holder) which is held by Custodian in an account or product of an FDIC or other United States government insured financial institution, United States government security, or security that is insured or guaranteed by the United States government (“Custodial Fee”). The Custodial Fee is associated with cash management activities, including, but not limited to, account maintenance, depository bank selection, transaction processing, sub-accounting, recordkeeping, and other services performed under the terms of this Agreement and your Account Application. Custodian retains the right, but does not have the obligation, to reduce this fee by rebating a portion of the Custodial Fee into your Account. You agree that the Custodial Fee may be retained by Custodian as compensation for the services provided by Custodian under this Agreement and your Account Application. Custodian may pay all or an agreed portion of Custodial Fee to Administrator as agreed between Custodian and Administrator. Custodian reserves the right to change all or part of the Custodial Fee at its discretion. If changes adversely affect any clients, 30 days written notice of the change will be provided.

FEES WILL BE DEDUCTED FROM YOUR ACCOUNT UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE.

Minimum account balances may apply. Annual recordkeeping fees may be prepaid from your Account and not prorated. For your convenience, your annual fee will be reflected on your statements showing your recordkeeping charges. You may pay the amount shown on the statement.

If you have previously provided a credit card to be kept on file for payment of fees associated with your Account and the credit card is declined, the Administrator reserves the right to deduct these fees from your Account. If there are insufficient funds in your Account, we may liquidate other assets to pay for such fees. All Undirected Cash is maintained by Custodian at FDIC insured banks. Fees are subject to change.

In accordance with your Account Application, this Fee Disclosure is part of your Agreement with Administrator and must accompany your Account Application.

PLEASE SIGN AND RETURN THIS FORM TO THE VANTAGE OFFICE

Account Owner’s Signature: _____ **Date:** _____



VANTAGE®

Safekeeping Your Confidentiality

Privacy Policy

Vantage Retirement Plans, LLC (“we” or “us”) respects your desire for privacy and is committed to maintaining the confidentiality of your personal financial information. We believe the protection of customer information is a priority. As such, it is one of our fundamental business responsibilities as we strive to offer you the best IRA administration and recordkeeping services. This document outlines our Privacy Policy for maintaining your information.

Information We May Collect. To better understand your needs, administer our business, process transactions, and provide you with services, we collect non-public personal information about you from applications, questionnaires, or other forms submitted to us (through our website or otherwise) and your transactions with us or others. Non-public personal information may include information such as your name, postal address, e-mail address, social security number, assets, income, account balances, and account history.

Our Disclosure of That Information. We may disclose some of the information described above, such as your name and address, to affiliated companies that perform recordkeeping, marketing, mailings and other services on our behalf. We do not provide account or personal information to non-affiliated companies for the purpose of telemarketing or direct mail marketing.

We may disclose information about you, your accounts, and your transactions: (a) where it is necessary or helpful to effect, process, or confirm your transactions; (b) to verify the existence, history, and condition of your account for credit reporting agencies; (c) to comply with legal process, such as subpoenas and court orders; (d) to law enforcement authorities if we believe a crime has been committed; (e) if you give us your consent; and (f) as otherwise permitted by law.

We do not disclose nonpublic personal information about our current or former customers to others, except as set forth in this policy. If you decide to close your account(s) or become an inactive customer, we will adhere to the privacy policies and practices as described in this notice.

Maintaining Accurate Information. We have procedures in place that help us to maintain the accuracy of the personally identifiable information that we collect. Please contact us at (866)-459-4580 if you believe that our information about you is incomplete, out-of-date, or incorrect.

Information Security. We restrict access to your nonpublic personal information to those employees who have a need to know such information (e.g., to process your transactions or provide services to you). We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

Changes to this Policy. We may add to, delete, or change the terms of this Privacy Policy from time to time. We will notify you by mail within 30 days of any changes.

Questions. We value our customer relationships. If you have any questions regarding this Policy, please call us at (866) 459-4580. You can also write to us at Vantage Retirement Plans, LLC, 8742 E. Via de Commercio, Scottsdale, AZ 85258.

PROTOTYPE SIMPLIFIED EMPLOYEE PENSION PLAN AGREEMENT

ARTICLE I Adoption and Purpose of Plan

- 1.01 **Adoption of Plan:** By completing and signing the Adoption Agreement, the Employer adopts the Sponsoring Organization's Prototype Simplified Employee Pension Plan. This Agreement must be used with an Internal Revenue Service Model traditional IRA (Form 5305 or Form 5305-A) or an IRS approved Master or Prototype traditional IRA.
- 1.02 **Purpose:** The purpose of this Plan is to provide benefits for the individuals who are eligible to participate hereunder. It is intended that this Plan be for the exclusive benefit of the Employer's Employees, and that the Plan qualify under Section 408(k) of the Code.
- 1.03 **Limitation:** If the Employer amends this plan other than by making an election permitted in the Adoption Agreement, the Employer will no longer participate in the Sponsoring Organization's Prototype Simplified Employee Pension Plan, the Employer will be considered to have an individually designed SEP Plan, and the Employer may no longer rely on the IRS opinion letter received in connection with this Prototype Simplified Employee Pension Plan.

ARTICLE II Eligibility and Participation

- 2.01 **Eligible Employees:** All Employees of the Employer shall be eligible to participate in this Plan except for Excludible Employees as defined under Section 2.02 of this Plan.
- 2.02 **Excludible Employees:** If the Employer elects in the Adoption Agreement, the following Employees shall be excluded from eligibility:
- (a) Employees included in a unit of employees covered by a collective bargaining agreement between employee representatives and the Employer, provided that there is evidence that retirement benefits were the subject of good faith bargaining between such parties, unless such agreement provides that some or all of such covered employees are to be covered by this Plan. For purposes of this paragraph, the term "employee representatives" does not include any organization more than half of whose members are employees who are owners, officers, or executives of the Employer.
 - (b) Non-resident alien employees who receive no earned income from the Employer which constitutes income from sources within the United States.
 - (c) Employees who have not met the age and service requirements specified in the Adoption Agreement.
 - (d) Employees who did not earn at least \$450 (as adjusted for cost of living increases in accordance with Code §408(k)(8)) of Compensation from the Employer during the Plan Year.
- 2.03 **Participation:**
- (a) Each Employee who meets the eligibility requirements as specified in the Adoption Agreement shall, as a condition for further employment, become a Participant under this SEP Plan.
 - (b) Each eligible Employee shall establish an IRA in order to receive Employer contributions under this Agreement, and any Employer contributions shall be made directly to such IRA plan. Unless otherwise elected in the Adoption Agreement, such IRA shall be established with the Trustee.
 - (c) If a Participant fails to timely establish or to maintain an IRA in which SEP contributions may be made on such Participant's behalf, the Employer may execute any necessary documents to establish an IRA with the Trustee into which such contributions shall be made on behalf of the Participant.
 - (d) If an Employer maintained a SEP Plan and desires to change to a Plan Year other than a calendar year, an Employee who has any service during the short Plan Year must be given credit for that service in three of the last five years. Such an Employee must also receive a contribution for the short Plan Year if such Employee would have been entitled to a contribution for the calendar year in which the short Plan year begins if there had been no change.

ARTICLE III Written Allocation Formula

- 3.01 **Amount of Contribution:** The Employer agrees to contribute on behalf of each eligible Employee for the Plan Year an amount determined under the written allocation formula specified in the Adoption Agreement.
- 3.02 **Uniform Relationship to Compensation:**
- (a) All Employer contributions to this Plan shall bear a uniform relationship to the total Compensation (not to exceed \$200,000, or such higher amount as may be permitted under law) of each Participant.
 - (b) If the Employer elects the Flat Dollar Contribution allocation in the Adoption Agreement, such contributions shall be deemed to bear a uniform relationship to the total compensation of each Participant.
- 3.03 **Limitation on Employer Contributions:** The maximum employer contribution which may be made for any one Plan Year with respect to any Participant and allocated to each Participant's IRA is the lesser of 25% of such Participant's Compensation for the Plan Year or \$40,000 as adjusted under Code § 415(d). For purposes of the 25% limitation described in the preceding sentence, a participant's compensation does not include any elective deferral described in Code § 402(g)(3) or any amount that is contributed by the employer at the election of the employee and that is not includible in the gross income of the employee under Code §§ 125, 132(f)(4) or 457.
- 3.04 **Permitted Disparity for Certain Contributions:**
- (a) **Definite Integrated Contribution Formula:** If elected in the Adoption Agreement, the Employer will contribute an amount equal to the Base Contribution Percentage selected in the Adoption Agreement (but not less than 3%) of each Participant's Compensation (as defined in Section 4.04 of the Plan) for the Plan Year, up to the Integration Level plus an amount equal to the Excess Contribution Percentage selected in the Adoption Agreement (but not less than 3% and not to exceed the Base Contribution Percentage by more than the lesser of: (i) the Base Contribution Percentage, or (ii) the Maximum Disparity Rate) of such Participant's Excess Compensation.
 - (b) **Discretionary Integrated Contribution Formula:** If elected in the Adoption Agreement, Employer contributions for the Plan Year will be allocated to Participants' accounts as follows:
 - STEP 1: Contributions will be allocated to each Participant's account in the ratio that each Participant's total Compensation bears to the total Compensation of all Participants, at a rate not in excess of 3% of each Participant's Compensation.
 - STEP 2: Any contributions remaining after the allocation in Step One will be allocated to each Participant's account in the ratio that each Participant's Excess Compensation bears to the Excess Compensation of all Participants, at a rate not in excess of 3% of such Excess Compensation. For purposes of this Step Two, in the case of any Participant who has exceeded the Cumulative Permitted Disparity Limit described below, such Participant's total Compensation for the calendar year will be taken into account.
 - STEP 3: Any contributions remaining after the allocation in Step Two will be allocated to each Participant's account in the ratio that the sum of each

Participant's total Compensation and Excess Compensation bears to the sum of all Participants' total Compensation and Excess Compensation, at a rate not in excess of the Maximum Disparity Rate. For purposes of this Step Three, in the case of any Participant who has exceeded the Cumulative Permitted Disparity Limit described below, 2 times such Participant's total Compensation for the calendar year will be taken into account.

STEP 4: Any remaining Employer contributions will be allocated to each Participant's account in the ratio that each Participant's total Compensation bears to the total Compensation of all Participants.

- (c) For purposes of the allocations made pursuant to this Section 3.04, in no event can the amount allocated to each Participant's IRA exceed the lesser of 25% of the first \$200,000 (or such higher amount, as may be permitted under law) of compensation or \$40,000, as adjusted under Code §415(d). For purposes of the 25% limitation described in the preceding sentence, a Participant's compensation does not include any elective deferral described in Code §402(g)(3) or any amount that is contributed by the employer at the election of the employee and that is not includible in the gross income of the employee under Code §§125, 132(f)(4) or 457.
- (d) Annual Overall Permitted Disparity Limit: Notwithstanding the preceding paragraphs, for any calendar year this SEP benefits any Participant who benefits under another SEP or qualified plan described in Code Section 401(a) maintained by the Employer that provides for Permitted Disparity (or imputes disparity), Employer contributions will be allocated to each Participant's IRA in the ratio that the participant's total compensation for the calendar year bears to all Participants' total Compensation for that year.
- (e) Cumulative Permitted Disparity Limit: Effective for calendar years beginning on or after January 1, 1995, the Cumulative Permitted Disparity Limit for a Participant is 35 total Cumulative Permitted Disparity Years. Total Cumulative Permitted Disparity Years means the number of years credited to the Participant for allocation or accrual purposes under this SEP or any other SEP or any qualified plan described in Code Section 401(a) (whether or not terminated) ever maintained by the Employer. For purposes of determining the Participant's Cumulative Permitted Disparity Limit, all years ending in the same Calendar Year are treated as the same year. If the Participant has not benefited under a defined benefit or target benefit plan for any year beginning on or after January 1, 1994, the Participant has no Cumulative Permitted Disparity Limit.

ARTICLE IV Glossary of Plan Terms

- 4.01 **Adoption Agreement:** The document executed by the Employer through which it adopts the Plan and agrees to be bound by all terms and conditions of the Plan.
- 4.02 **Base Contribution Percentage:** The percentage of Compensation contributed under the Plan (but in no event less than 3%) with respect to that portion of each Participant's Compensation not in excess of the Integration Level.
- 4.03 **Code:** The Internal Revenue Code of 1986 and the regulations issued thereunder as heretofore or hereafter amended. Reference to a section of the Code shall include that section and any comparable section or sections of future legislation that amends, supplements or supersedes that section.
- 4.04 **Compensation; 415 Safe Harbor Compensation:** Compensation is defined as wages, salaries, and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the employer maintaining the plan to the extent that the amounts are includible in gross income (including but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements, or other expense allowances under a nonaccountable plan (as described in Section 1.61-2(c) IRC), and excluding the following:
 - (a) Employer contributions to a plan of deferred compensation which are not includible in the employee's gross income for the taxable year in which contributed, or employer contributions under a simplified employee pension plan, or any distributions from a plan of deferred compensation;
 - (b) Amounts realized from the exercise of a nonqualified stock option, or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;
 - (c) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and
 - (d) Other amounts which received special tax benefits, such as premiums for group-term life insurance (but only to the extent the premiums are not includible in the gross income of the employee).

For any Self-Employed individual covered under the plan, Compensation will mean Earned Income.

Compensation shall include only that compensation which is actually paid or made available to the Participant during the year.

Except where specifically stated otherwise in this plan, a Participant's Compensation shall include any elective deferral described in Code § 402(g)(3) or any amount that is contributed by the employer at the election of the employee and that is not includible in the gross income of the employee under Code §§ 125, 132(f)(4) or 457.

The annual compensation of each participant taken into account under the SEP for any year shall not exceed \$200,000, as adjusted for increases in the cost of living in accordance with Code § 401(a)(17)(B). If the SEP determines compensation for a period of time that contains fewer than 12 calendar months, then the annual compensation limit is an amount equal to the annual compensation limit for the calendar year in which the compensation period begins multiplied by a fraction, the numerator of which is the number of full months in the short compensation period, and the denominator of which is 12.

- 4.05 **Earned Income:** The net earnings from self-employment in the trade or business with respect to which the Plan is established, for which personal services of the individual are a material income-producing factor. Net earnings will be determined without regard to items not included in gross income and the deductions allocable to such items. Net earnings are reduced by contributions by the Employer to qualified plans or to a SEP plan to the extent deductible under Section 404 of the Code. Net earnings shall be determined with regard to the deduction allowed to the Employer by Section 164(f) of the Code.
- 4.06 **Employee:** An individual, including a Self-Employed, employed by the Employer, who performs services with respect to the trade or business of the Employer. Also any employee of any other employer required to be aggregated under Section 414(b), (c) or (m) of the Code; any leased employee within the meaning of Section 414(n) of the Code shall be considered an Employee; and all Employees required to be aggregated under section 414(o) of the Code.
- 4.07 **Employer:** The sole proprietorship, partnership, corporation or other entity identified as such in the Adoption Agreement.
- 4.08 **Excess Compensation:** A Participant's Compensation in excess of the Integration Level.
- 4.09 **Excess Contribution Percentage:** The percentage of Compensation contributed under the Plan with respect to each Participant's Excess Compensation.
- 4.10 **Integration Level:** The taxable wage base, or such lesser amount elected by the Employer in the Adoption Agreement. The taxable wage base is the maximum amount of earnings which may be considered wages for a year under section 3121(a)(1) of the Code in effect as of the beginning of the Plan Year.
- 4.11 **Maximum Disparity Rate:**
 - (a) If the Definite Integrated Contribution Formula is selected by the Employer under Section 3.04(a) above, the Maximum Disparity Rate is equal to the lesser of:
 - (i) 5.7%; or
 - (ii) the applicable percentage determined in accordance with Table I below.

Table I

<u>If the Integration Level is more than</u>	<u>But not more than</u>	<u>the applicable percentage is:</u>
\$0	X*	5.7%
X* of Taxable Wage Base	80% of Taxable Wage Base	4.3%
80% of Taxable Wage Base	Y**	5.4%
Equal to the Taxable Wage Base	N/A	5.7%

*X = the greater of \$10,000 or 20% of the Taxable Wage Base.

**Y = any amount more than 80% of the Taxable Wage Base but less than 100% of the Taxable Wage Base.

- (b) If the Discretionary Integrated Contribution Formula is selected by the Employer under Section 3.04(b) above, the Maximum Disparity Rate is equal to the lesser of:

- (i) 2.7%; or
(ii) the applicable percentage determined in accordance with Table II below:

Table II

<u>If the Integration Level is more than</u>	<u>But not more than</u>	<u>the applicable percentage is:</u>
\$0	X*	2.7%
X* of Taxable Wage Base	80% of Taxable Wage Base	1.3%
80% of Taxable Wage Base	Y**	2.4%
Equal to the Taxable Wage Base	N/A	2.7%

*X = the greater of \$10,000 or 20% of the Taxable Wage Base

**Y = any amount more than 80% of the Taxable Wage Base but less than 100% of the Taxable Wage Base.

- (c) In no event can the amount allocated to each participant's IRA exceed the lesser of 25% of the participant's compensation or \$40,000, as adjusted under Code § 415(d). For purposes of the 25% limitation described in the preceding sentence, a participant's compensation does not include any elective deferral described in Code § 402(g)(3) or any amount that is contributed by the employer at the election of the employee and that is not includible in the gross income of the employee under Code §§ 125, 132(f)(4) or 457.

4.12 **Participant:** Any Employee who has met the eligibility requirements of this Plan and who is eligible to receive an Employer contribution.

4.13 **Plan:** The Sponsoring Organization's Prototype Simplified Employee Pension Plan consisting of this plan document and the Adoption Agreement as completed and signed by the Employer.

4.14 **Plan Year:** The 12-consecutive month period specified by the Employer in the Adoption Agreement.

4.15 **Self-Employed:** An individual who has Earned Income for a Plan Year from the trade or business for which the Plan is established. A Self-Employed also includes an individual who would have had Earned Income but for the fact that the trade or business had no net profits for the Plan Year.

4.16 **Sponsoring Organization:** The entity specified in the Adoption Agreement.

4.17 **Trustee:** The financial institution or other organization specified in the Adoption Agreement which qualifies under section 408(a) of the Code and is serving as Trustee or Custodian of the IRA plan to which an Employer contribution is made.

PROTOTYPE SEP DISCLOSURE STATEMENT

INFORMATION FOR THE EMPLOYEE

The information provided below explains what a Simplified Employee Pension (SEP) plan is, how contributions are made, and how to treat your employer's contributions for tax purposes. Please read the questions and answer carefully. For more specific information, see the Prototype SEP Plan document and Adoption Agreement executed by your Employer. Also, see IRS Publication 560.

QUESTIONS & ANSWERS

Q1 What is a Simplified Employee Pension, or SEP?

A1 A SEP is a written arrangement (a plan) that allows an employer to make contributions toward your retirement. Contributions are made to a traditional individual retirement account/annuity (IRA).

Your employer will provide you with a copy of the agreement containing participation rules and a description of how employer contributions may be made to your IRA.

All amounts contributed to your IRA by your employer belong to you even after you stop working for that employer.

Q2 Must my employer contribute to my IRA under the SEP?

A2 No. An employer is not required to make SEP contributions. If a contribution is made, it must be allocated to all the eligible employees according to the SEP agreement. The Prototype SEP Plan specifies that the contribution for each eligible employee will be the same percentage of compensation (excluding compensation higher than a specified dollar limit that is subject to cost-of-living adjustments) for all employees. The compensation limit is:

2006	\$220,000
2007	\$225,000
2008	\$230,000
2009-2011	\$245,000
2012	\$250,000
2013	\$255,000
2014	\$225,000
2015	\$265,000
2016	\$265,000
2017	\$270,000
2018	\$275,000
2019	\$280,000
2020	\$285,000
2021	\$290,000
2022	\$305,000
2023	\$330,000
2024	\$345,000
2025	\$350,000

Q3 How much may my employer contribute to my SEP IRA in any year?

A3 Your employer will determine the amount to be contributed to your traditional IRA each year. However, the amount for any year is limited to the smaller of \$70,000 or 25% of your compensation for that year. The \$70,000 maximum SEP contribution limit is subject to cost-of-living adjustments. Compensation does not include any amount that is contributed by your employer to your traditional IRA under the SEP. Your employer is not required to make contributions every year or to maintain a particular level of contributions. See Question 5. The SEP contribution limit is:

2006	\$44,000
2007	\$45,000
2008	\$46,000
2009-2011	\$49,000
2012	\$50,000
2013	\$51,000
2014	\$52,000
2015	\$53,000
2016	\$53,000
2017	\$54,000
2018	\$55,000
2019	\$56,000
2020	\$57,000
2021	\$58,000
2022	\$61,000
2023	\$66,000
2024	\$69,000
2025	\$70,000

Q4 How do I treat my employer's SEP contributions for my taxes?

A4 Employer contributions to your SEP IRA are excluded from your income unless there are contributions in excess of the applicable limit. See Question 3. Employer contributions within these limits will not be included on your Form W-2.

Q5 May I also contribute to my IRA if I am a participant in a SEP?

A5 Yes. You may contribute the smaller of the annual regular IRA contribution limit or 100% of your compensation to an IRA. However, the amount you can deduct may be reduced or eliminated because, as a participant in a SEP, you are covered by an employer retirement plan. See Question 11.

Q6 Are there any restrictions on the IRA I select to have my SEP contributions deposited?

A6 Contributions must be made to either a Model traditional IRA executed on an IRS form or a master or prototype traditional IRA for which the IRS has issued a favorable opinion letter.

Q7 What if I do not want to participate in a SEP?

A7 If your employer does not require you to participate in a SEP as a condition of employment, and you elect not to participate, all other employees of your employer may be prohibited from participating. If one or more eligible employees do not participate and the employer fails to establish a SEP IRA for the remaining eligible employees, it could cause adverse tax consequences for the participating employees.

Q8 Can I move funds from my SEP IRA to another traditional IRA?

A8 Yes. You can withdraw or receive funds from your SEP IRA if within 60 days of receipt, you place those funds in the same or another traditional IRA or SEP IRA. This is called a "rollover" and can be done without penalty only once in any 1-year period. However, there are no restrictions on the number of times you may make "transfers" if you arrange to have these funds transferred between the trustees or the custodians so that you never have possession of the funds.

Q9 Can I move my funds from my SEP IRA to another employer plan?

A9 Yes. Beginning with distributions received in 2002, you may also roll over to a qualified plan (under section 401(a)), a qualified annuity, a 403(b) tax-sheltered annuity or custodial agreement, or an eligible 457(b) plan of a state or local government.

Q10 Are there any restrictions to rollovers from my IRA?

A10 Yes. You may not roll over to an employer plan (See Question 9) any basis in your IRA. Basis includes nondeductible IRA contributions, after-tax monies that were rolled into the IRA from an employer plan, or repayments of qualified reservist distributions.

Q11 What happens if I withdraw my employer's contribution from my IRA?

A11 You may withdraw your employer's contribution at any time, but any amount withdrawn is includible in your income unless rolled over. Also, if withdrawals occur before you reach age 59 1/2, you may be subject to an additional tax on early withdrawal.

Q12 Are there any restrictions in withdrawing the funds in my SEP IRA?

A12 You may withdraw the funds in your IRA at any time. However, a withdrawal from a certificate of deposit prior to maturity may result in a forfeiture of principal or interest. These penalties, as well as any fees which may be charged, are set forth in the IRA disclosure statement you received when you opened your account and/or any specific disclosure accompanying your certificate of deposit (including rules of class) or other investment.

An IRA with another institution may have different terms concerning transfers, withdrawals, rates of return, etc. It is possible that the terms offered at another institution may be more advantageous.

Q13 May I participate in a SEP even though I am covered by another plan?

A13 An employer may adopt this Prototype SEP in conjunction with any qualified plan, including a defined benefit plan. Also, if your employer maintained in the past a defined benefit plan, which is now terminated the employer may adopt this Prototype SEP.

Q14 What happens if too much is contributed to my SEP IRA in one year?

A14 Contributions exceeding the yearly limitations may be withdrawn without penalty by the due date (plus extensions) for filing your tax return (normally April 15) but are includible in your gross income. Excess contributions left in your SEP IRA account after that time may have adverse tax consequences. Withdrawals of those contributions may be taxed as premature withdrawals.

Q15 Is my employer required to provide me with information about SEP IRAs and the SEP agreement?

A15 Yes. Your employer must provide you with a copy of the executed SEP Plan agreement with Adoption Agreement and a yearly statement showing any SEP contributions to your traditional IRA.

Q16 Is the financial institution where my traditional IRA is established required to provide me with information?

A16 Yes. It must provide you with a disclosure statement that contains the following information in plain, nontechnical language.

- (1) The law that relates to your traditional IRA.
- (2) The tax consequences of various options concerning your traditional IRA.
- (3) Participation eligibility rules, and rules on the deductibility of retirement savings.
- (4) Situations and procedures for revoking your traditional IRA, including the name, address, and telephone number of the person designated to receive notice of revocation. This information must be clearly displayed at the beginning of the disclosure statement.
- (5) A discussion of the penalties that may be assessed because of prohibited activities concerning your traditional IRA.
- (6) Financial disclosure that provides the following information:
 - (a) Projects value growth rates of your traditional IRA under various contribution and retirement schedules, or describes the method of determining annual earnings and charges that may be assessed.
 - (b) Describes whether, and for when, the growth projections are guaranteed, or a statement of the earnings rate and the terms on which the projections are based.
 - (c) States the sales commission for each year expressed as a percentage of \$1,000.

In addition, the financial institution must provide you with a financial statement each year. You may want to keep these statements to evaluate your traditional IRA's investment performance.

See IRS Publication 590, Individual Retirement Arrangements (IRAs), available at most IRS offices, for a more complete explanation of the IRA disclosure requirements.

In addition to this disclosure statement, the financial institution is required to provide you with a financial statement each year. It may be necessary to retain and refer to statements for more than one year in order to evaluate the investment performance of the traditional IRA and in order that you will know how to report traditional IRA distributions for tax purposes.

PROTOTYPE SEP CONTRIBUTION DISCLOSURE

WRITTEN ALLOCATION FORMULA

1. How much will my Employer contribute to my SEP IRA?

The Employer has agreed to provide contributions for the _____ Plan Year as follows (complete one):

- ☐ a). Fixed Percentage - _____ % of each Participant's Compensation.
- ☐ b). Flat Dollar - \$ _____ per Participant.
- ☐ c). Contributions made by the Employer are integrated with Social Security. This means that in determining contributions made to your SEP IRA your Employer has taken into account Social Security taxes paid by the Employer on your compensation.

2. If #1 (c) is checked above, how will social security integration affect Employer contributions to my SEP IRA?

Employer contributions made on your behalf would be reduced by certain amounts being contributed on your behalf to the Social Security System, subject to strict guidelines under the Internal Revenue Code.

For more information on the effect of Social Security Integration in your particular situation, contact the individual named below.

ADDITIONAL INFORMATION

The Employer has designated _____ (insert Name & title) to provide additional information to participants about the Employer's SEP Plan.