

# Qualified Retirement Account Agreement Application

Date Stamp (Office use only) Rev. 12/31/18

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

I		
am participating in the	F	iull Legal Name of Participant and I am establishing the following type of account:
<ul><li>○ Traditional 401(k)</li><li>○ Defined Benefit Plan</li></ul>	○ ROTH 401(k) ○ Profit Sharing Plan	Other
Roles and Responsibi	lities	
Recordkeeper - Vantage wit	ll provide the following:	
Administrator, Employer,	and I have the following	roles and responsibilities in connection with my Account:
<ul> <li>Statements regarding the state</li> <li>Copy of the Application Fee So</li> <li>Account Application - The Application</li> </ul>	chedule	per to establish an investment and recordkeeping account
NOTE: As set forth in the A tax, legal, or investment ac		ordkeeper WILL NOT provide Plan Establishment Documents,
Employer and Administra	tor	
		ement plan ("Qualified Plan") that permits self-direction and describes the by of the Qualified Plan to Recordkeeper.
Name and contact informa	tion for the Employer an	d the Plan Administrator (as provided by Employer):
Plan Administrator:		
		_
Address:		
Contact Person:Address:		Phone:
Assets in The Account Asset vesting shall be in the nan	ne of <b>Vantage, as agent fo</b>	
Trustee Name o	and Plan Name	FBOPlan participant, if individual direction is permitted
11 ustee tvame c	and a ture a vurre	1 кт. ры наран, у наноший инеснян is permitted

# **Signatures**

I understand that through this Employer Sponsored Plan Account Agreement and its attached Application, I am requesting Vantage to perform certain record keeping services for me and Employer in connection with my Account. I understand the roles and responsibilities set forth above and have received all of the information and documents set forth above.

Participant Signature:		Plan Administrator Signature:	
Date:		Date:	
Employer or Employer Rep. Signature:		Recordkeeper Signature:	
Date:		Date:	
Application			
Personal Information			
Salutation:	Legal Name:		First, Middle, Last
<b>Legal Address:</b> (P.O. Box not allowable. Must be legal re			
City:	State:	Zip:	
Mailing Address:(If different than above)			
City:	State:	Zip:	
Date of Birth:		_ Social Security Number	er:
Mobile:		Fax:	
Occupation (If retired, must state fo	rmer occupation):	Indu	stry:
County of Residence:		Marital Status: O Sir	ngle O Married O Widowed or Divorced
Would You Like Online Acce Please note: monthly statements are always		Would You Like Mailed	l Quarterly Statements? O Yes O No
Would You Like to Receive A	account Alerts via SMS Te	xt Message? O Yes O N	*Standard text message and data rates may apply.  **You can opt-out at any time by texting STOP to (480) 297-0440
Email Address:			
How Did You Hear Ab	out Us?		
		Other	<b>:</b>

## **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:

l, the undersigned participant, am making this application (my "Account Application") for Vantage Retirement Plans, L.L.C. ("Recordkeeper") to become the record keeper in connection with certain self-directed investments in my retirement account (my "Account"). I understand that this Account Application, including the terms and conditions of the Documents (defined below), sets forth the terms of my relationship with Recordkeeper. I understand and agree that Recordkeeper provides services as a record keeper, and that no communication between me and Recordkeeper, whether by e-mail, U.S. Mail, facsimile, direction/authorization letter, or otherwise, creates a contractual relationship. For purposes of this Account Application, the terms Recordkeeper includes its agents, assigns, joint ventures, licensees, franchisees, affiliates, and/or business partners.

I hereby appoint Recordkeeper as the record keeper for my Account. I understand that the appointment set forth herein does not create a fiduciary relationship between me and Recordkeeper. Recordkeeper may communicate with me by e-mail, and I will regularly check the e-mail address(es) that I provide to Recordkeeper. I will provide written notice to Recordkeeper within ten (10) days of any change in the contact information provided to Recordkeeper. Recordkeeper may cease providing services and resign as Recordkeeper if I do not respond to written correspondence from Recordkeeper or fail to pay Recordkeeper's fees.

#### Adequate Information:

I acknowledge that I have received a copy of the Fee Schedule and have had an opportunity to review the appropriate IRS Form 5305 for my type of account, and that from time to time Recordkeeper will provide further documents and forms for my information and use in connection with my Account (all documents provided or made available to me by Recordkeeper relating to my Account, including the Employer Sponsored Plan Account Agreement are hereafter collectively referred to as "Documents"). I understand that the Documents contain terms and conditions which apply to my investments, and I agree to be bound by those terms and conditions, as they may be amended from time to time. The failure to immediately notify Recordkeeper in writing of my objection to a term or condition of a Document is deemed a waiver of such an objection. I have received sufficient information from Recordkeeper to make this Account Application. I have had the opportunity to request further information, and I am satisfied with the information that I have been provided. I understand that failure to submit a signed Fee Schedule with this Account Application may result in fees based on value of assets as set forth in the Fee Schedule.

#### Responsibility for Tax Consequences:

I assume all responsibility for any tax consequences or penalties that may result from making contributions to, transactions with, or distributions from my Investments. I am authorized and of legal age to establish this Account and make investment purchases permitted under the Employer's Qualified Plan Agreement. I assume complete responsibility for: (i) determining that I am eligible for an Account transaction that I direct Recordkeeper to make on my behalf; (ii) insuring that all contributions I make are within the limits set forth by tax laws; and (iii) the tax consequences of any contribution. I acknowledge that no tax advice has been or will be provided to me by Recordkeeper. I certify under penalty of perjury that: (i) I have provided you with my correct Social Security or Tax I.D. Number; 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 as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding. 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 am aware that the IRS does not require my consent to any provision of this document other than the certification required to avoid backup withholding.

### **Investment Instructions:**

Until such time as I change or revoke the designation, I hereby instruct Recordkeeper to follow the investment directions which I provide to Recordkeeper relating to my Account. Investment directions must be in the form of an executed Recordkeeper approved direction letter. Recordkeeper will not accept verbal investment directions. Recordkeeper may accept and act in accordance with electronic copies of signed direction letters or other Documents. Recordkeeper does not verify any signatures and I am responsible for any damages associated with falsified or forged information or signatures. In taking any action related to my Account, Recordkeeper may act solely on my instruction, designation, or representation. I understand that I am responsible for providing true, correct, and complete information in any instruction to Recordkeeper and that Recordkeeper is 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 to Recordkeeper.

#### **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) with which I choose to fund my Account. I further understand that my Account is self-directed and that Recordkeeper will not conduct any investigation or due diligence or review the merits, legitimacy, appropriateness, security, and/or suitability of any investment. I understand that I am solely responsible for conducting all due diligence and all other investigation or research that a reasonably prudent investor would undertake prior to making any investment, including, but not limited to, title and lien searches. I understand that it is my responsibility to review any investments for all investment risks and to ensure compliance with these requirements. I also understand and agree that Recordkeeper is not required to take any action should there be any default with regard to any investment in connection with my Account.

#### Release; Indemnification; Litigation Costs:

I understand and agree that Recordkeeper does not offer 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 Recordkeeper has not made, through its website, workshops, or otherwise, and I am not relying upon, any representations, warranties, promises, or guarantees regarding any investment, including, but not limited to, the quality 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, ethics of any kind, or an investment's compliance with the Employee Retirement Income Securities Act ("ERISA"), the Internal Revenue Code ("IRC"), or any applicable federal, state, or local law, including securities laws ("Investment Representations"). If I desire any Advisory Activities or Investment Representations, I will not look to or rely on Recordkeeper, in the broadest sense, but will consult with an appropriate legal, accounting, or financial professional.

I am aware of the transactions prohibited by Internal Revenue Code Section 4975 ("Prohibited Transactions") and I will not participate in or request Recordkeeper to participate in any Prohibited Transaction.

Understanding that Recordkeeper will not provide Advisory Activities, make Investment Representations, or participate in Prohibited Transactions, I release Recordkeeper from any claims regarding Advisory Activities, Investment Representations, and Prohibited Transactions, in the broadest sense. Specifically, I release and forever discharge Recordkeeper, and covenant not to directly or indirectly sue for or otherwise assert against Recordkeeper, in any forum, any and all claims of any nature whatsoever, which I had, now have, or may claim to have against Recordkeeper, arising out of or related to Advisory Activities, Investment Representations, or Prohibited Transactions. This release extends to all claims, whether known or unknown, present or future. It is my intention to fully, finally, and forever release any claims regarding Advisory Activities, Investment Representations, or Prohibited Transactions, and in furtherance of this intention, this release remains in effect as a full and complete release notwithstanding the discovery of any additional claims or facts.

In the event I am transferring my Account from another custodian and/or Recordkeeper, I will not hold Recordkeeper liable or responsible for anything done or omitted in connection with my Account prior to the date Recordkeeper is in possession of all of the assets in connection with my Account. Recordkeeper does not have any duty or responsibility to inquire into or take any action with respect to any acts performed by a prior custodian or Récordkeeper.

I hereby indemnify and hold harmless Recordkeeper from and against any and all damages, liabilities, obligations, penalties, fines, judgments, claims, deficiencies, losses, costs, expenses, assessments (including without limitation, interest, penalties, and reasonable attorneys' fees) arising out of or resulting from: (i) any action taken by Recordkeeper in reliance upon my instructions, designations, or representations; (ii) any action taken by Recordkeeper in the exercise of any right, power, or duty of Recordkeeper; (iii) any Prohibited Transaction; (iv) any claim made by a third-party related to my Account whereby Recordkeeper is named as a party; and (v) any act or omission by a prior custodian or Recordkeeper. In the event of any claim or damage subject to the foregoing indemnification, Recordkeeper may: (i) at its sole discretion, select its own attorneys to represent its; 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 in internal costs and attorneys' fees and costs incurred by Recordkeeper in connection with such claim (collectively, "Litigation Costs"). If there are insufficient funds in my Account to fully reimburse Recordkeeper or all Litigation Costs, upon demand by Recordkeeper, I will promptly reimburse Recordkeeper the outstanding balance of the Litigation Costs. If I fail to promptly reimburse the Litigation Costs, Recordkeeper may seize and/or liquidate any of my assets under its control, and/or initiate legal action in order to obtain full reimbursement of the Litigation Costs. If any provision of this Application is found to be illegal, invalid, void, or unenforceable, such provision is severed and such illegality or invalidity does not affect the remaining provisions, which remain in full force and effect.

**Important Information for Opening a New Account:**To comply with the USA PATRIOT ACT, Recordkeeper has adopted a Customer Identification Program which requires that all accounts include a copy of an unexpired, photo-bearing, government-issued identification (e.g., driver license or passport) of the Account holder. The copy must be readable so we can verify the client's name and driver's license number or state issued ID number.

### Privacy:

I understand that Recordkeeper will not release information about me to others unless I or a representative whom I have authorized in writing have consented or asked Recordkeeper to do so, or Recordkeeper is required by law or other regulatory authority. I understand that I can view Recordkeeper's complete privacy policy on Recordkeeper's website at www.vantageiras.com.

I understand that upon signing below, this document becomes a legally enforceable agreement under which I will be giving 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 Recordkeeper has authority to agree to anything different than as set forth in this Application. I authorize Recordkeeper to deduct the annual fees and other charges from my Account. I acknowledge 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. PLEASE PRINT, SIGN, AND MAIL THIS FORM TO Recordkeeper. DO NOT EMAIL THIS FORM AS IT CONTAINS SENSITIVE FINANCIAL INFORMATION

Αı	
ı ir	
ico	
m	
nle	
te	
an	
nli	
ca	
tio	
m	
wi	
he	
ď	
S	
ca	
rd	
e	
lі	
fı	
10	
t c	
0:	
m	
П	
lei	
te	
$\mathbf{d}$	
W	
it	
hi	
n	
20	
0 (	
la	
V.	
0	
f:	
ш	
bī	
mi	
ш	
in	
g,	
, A	
Ti	
(e)	
w	
ar	
op	
lic	
at	
or	
W	
lb	
e i	
e	
au	
in	
ec	
l t	
0	
on	
eı	
n a	
m	
ac	
co	
ш	
n	

**Account Owner's** Signature:

Vantage, as agent for Custodian:

Date: Date:

Page 3 of 3



# **Fee Schedule**

Account Setup Fee (Non-Refundable Account Application Fee)	<b>\$50</b>
<b>Annual Recordkeeping Fee</b> Per Asset	\$350
Per Mortgage Liability	\$100

## \*PLEASE NOTE:

THIS ACCOUNT WILL BE CLOSED IF NOT FUNDED WITHIN 60 DAYS

Maximum Annuai Recorakeeping Fee \$2100		
Transaction Fees		
Purchase, Sale, Exchange, Payoff, or Re-Registration of Any Asset or Liability		<b>\$125</b>
Roth Conversion or Recharacterization		\$50
Domestic Wire Transfers (International Wire Transfers \$35)		<b>\$30</b>
Cashier's Checks (Cashier's Check stop payment requests are subject to additional fees)		<b>\$50</b>
Check Fee or ACH Transfers		\$5
Required Minimum Distributions by Check or ACH		NO CHARGE
Overnight Mail / Certified Mail		\$35 / <b>\$</b> 15
Returned Items of Any Kind or Stop Payment Requests		\$30
Tax Form Corrections		<b>\$50</b>
Custom Research Fee (Minimum \$50)		\$50 per hour
Full Account Termination including transfer of assets from your account (Annual Recordkeeping fees are not pro-rated when an account is closed)		<b>\$150</b>
Partial Account Termination including transfer of assets from your account and lum	p-sum distributions/withdrawals	<b>\$50</b>
Late Fee on Outstanding Invoices		\$35
Late, Incomplete, or Rejected Fair Market Valuation Submission (Assessed May 1st)		<b>\$75</b>
Pay Fees From		
PLEASE NOTE: fees will be deducted from your account unless	other arrangements have	been made.
○ Invoice Me ○ Vantage Account Credit Card: ○ Visa	O MC C	) Discover O AMEX
Name On Card:		
Card Number:	Exp.:	CVC:

Please mark the appropriate selection for your preferred invoice method: O Email O Mail

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

If an invoice on your account is unpaid for 30 days and funds are unavailable in the account, the credit/debit card on file for the account will be charged.

City: \_

Rev. 12/31/18

Billing Address:

Zip:

State:

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 Owne	r's Signature: _	 	 	 
Print Name:		 	 	 
Date:				

Rev. 12/31/18 Page 2 of 2



# 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, 20860 N. Tatum Blvd., Suite 240, Phoenix, AZ 85050.