

# Individual 401(k) Plan Investment Record Keeping Service Only

## Instructions

### STEP 1

Research and locate current/existing plan document(s)

- You will need to submit a copy of your existing Individual 401(k)/employer plan document (e.g., Signed Adoption Agreement, Individually Designed document) to The Entrust Group. Entrust requires a copy and verification that there is a plan already established.

### STEP 2

Employer Sponsored Plan Account Agreement

- Complete, sign and date, the **Employer Sponsored Plan Account Agreement (ESPAA) for Investment Recordkeeping Service Only**. This agreement discloses the role and responsibilities of the Plan Administrator and those of The Entrust Group.

### STEP 3

Individual 401(k) Account Application

- Each participant, including yourself, must complete, sign and date an **Individual 401(k) Account Application** in order to establish a recordkeeping account. Make sure you indicate the tax ID number for the Individual 401 (k) in section 1.
- Your signature on the form must match the signature on the ID you will submit.

### STEP 4

Fee Disclosure

- Choose the annual investment fee option that best fits your situation, either based on the number of assets you have or on the value of your assets.
- Sign and date the **General Fee Disclosure**.

### STEP 5

Submit Documents and a copy of your ID to Entrust

- Submit a copy of your existing Individual 401(k)/employer plan document
- Submit the Employer Sponsored Plan Account Agreement (ESPAA) for Investments Recordkeeping Service Only
- Submit the Individual 401(k) Account Application for each participant
- Submit the General Fee Disclosure.
- Submit a copy of ID for each participant. Make sure the copy of your non-expired ID is clear and legible. If your signature is on the back of the ID, include a copy of the front and back
- If the address on your ID is not current, attach a copy of a current utility bill for verification.

### STEP 6

Confirmation of Receipt and Funding

- You will receive a welcome letter from Entrust that the account(s) have been established. Included will be the executed ESPAA. You can now fund your account. Funding options include:
  - Contribution
  - Transfer from an existing Individual 401(k) or
  - Direct rollover from a prior employer plan or Traditional IRA

**Forms are located:** <http://www.theentrustgroup.com/forms>

### PROCESSING TIME

Account set-up usually takes 2 days, unless corrections are necessary.  
Transfer/direct rollover requests can take 2-4 weeks, depending on your previous custodian.  
If funds are received in the form of a check, there will be a 5 day hold.

## Submission Options

### SUBMIT BY FAX

510-587-0960

### SUBMIT BY EMAIL

[forms@theentrustgroup.com](mailto:forms@theentrustgroup.com)

### SUBMIT BY MAIL

The Entrust Group  
555 12<sup>th</sup> Street, Suite 900  
Oakland, CA 94607

I \_\_\_\_\_, am a participant in the \_\_\_\_\_ (name of employer plan) and I am establishing the following type of account \_\_\_\_\_ (account type). I understand the terms of the agreement, the responsibilities defined in all the documents and disclosures I have received and I acknowledge receipt of all the information as follows.

I have selected The Entrust Group as Record Keeper for my plan to perform record-keeping services under this agreement.

**Responsibilities of The Entrust Group (Entrust)**

- (1) Entrust will provide statements regarding the status of the account.
- (2) Entrust will provide a copy of Fee disclosure.
- (3) Entrust will provide an Account Application – The application instructs Entrust to establish an investment record-keeping account

**NOTE:** The Entrust Group WILL NOT provide Plan Establishment Documents or tax, legal or investment advice.

**Responsibilities of Employer**

- 1) The employer shall have established and continue to maintain a qualified retirement plan that permits self-direction and describes the permitted investment options.
- 2) The Employer will provide government reporting (i.e., 1099-R, IRS Form 5500) will be the responsibility of the Trustee/Employer.
- 3) The employer will provide a copy of the qualified plan document to The Entrust Group.
- 4) The employer will provide the name and contact information for the Employer and the Plan Administrator:

PLAN ADMINISTRATOR	CONTACT PERSON	PHONE
ADDRESS		
EMPLOYER NAME	CONTACT PERSON	PHONE
ADDRESS		

**How to vest (title) the asset(s):**

Asset vesting shall be in the name of \_\_\_\_\_ FBO \_\_\_\_\_

*(Plan Name)*

*(Plan Participant, if individual direction is permitted)*

I agree to pay the recordkeeping fees disclosed under the fee disclosure.

SIGNATURE OF PARTICIPANT:	DATE:
SIGNATURE OF EMPLOYER OR EMPLOYER REPRESENTATIVE:	DATE:
SIGNATURE OF PLAN ADMINISTRATOR:	DATE:
SIGNATURE OF ENTRUST REPRESENTATIVE:	DATE:

## 1 Name of Entity Establishing the Plan

ACCOUNT TYPE <b>Individual 401(k)</b>	TAX ID NUMBER OF INDIVIDUAL 401(k)	LEGAL NAME OF BUSINESS
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## 2 Account Owner Information

<input type="checkbox"/> MR. <input type="checkbox"/> MRS. <input type="checkbox"/> MS.	LEGAL NAME (Last, First, Middle)				INTERNAL USE ONLY	
SOCIAL SECURITY NUMBER						
DATE OF BIRTH	OCCUPATION/INDUSTRY (if self-employed state occupation)				TITLE	
LEGAL ADDRESS (cannot be a P.O. box)					PHONE	
CITY	COUNTY	STATE	ZIP	CELL		
MAILING ADDRESS <input type="checkbox"/> SAME AS ABOVE					FAX	
CITY	COUNTY	STATE	ZIP	EMAIL		

### Check the Appropriate Box to Indicate Your Marital Status

<input type="checkbox"/> SINGLE	<input type="checkbox"/> MARRIED	<input type="checkbox"/> WIDOWED OR DIVORCED
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Are you considered to be a politically exposed person (PEP)?  YES  NO

What type(s) of investment(s) are you considering? (Please check all that apply)

<input type="checkbox"/> REAL ESTATE	<input type="checkbox"/> PRIVATE LENDING (i.e. secured or unsecured notes)	<input type="checkbox"/> PRIVATE EQUITY (i.e. venture capital, PPM, REITs, etc.)
<input type="checkbox"/> PRECIOUS METALS	<input type="checkbox"/> CRYPTOCURRENCY	<input type="checkbox"/> SINGLE-MEMBER LLC
<input type="checkbox"/> INTERNATIONAL	<input type="checkbox"/> DISC (Domestic International Sales Corporation)	

## 3 Referral Source

Name of Entrust representative or Entrust office

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How did you hear about us?

<input type="checkbox"/> INTERNET SEARCH	<input type="checkbox"/> ENTRUST EMAIL	<input type="checkbox"/> PUBLIC EVENT BOARD	<input type="checkbox"/> SOCIAL MEDIA	<input type="checkbox"/> PRESS RELEASE	<input type="checkbox"/> OTHER :
<input type="checkbox"/> CLIENT REFERRAL (enter name)					
<input type="checkbox"/> BUSINESS ASSOCIATE REFERRAL (enter name)					<input type="checkbox"/> CODE:

## 4 Account Notifications and Options

<p><b>Would you like to have online access to your statements?</b></p> <p><input type="checkbox"/> Yes (<i>Account statements will be mailed annually only</i>)</p> <p><input type="checkbox"/> No</p>	<p><b>Would you like to receive email notifications of changes to your account?</b></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
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## 5 Funding Information

**How will you be funding your account?**

<p><input type="checkbox"/> <b>ANNUAL CONTRIBUTION</b></p> <p>\$ _____</p> <p>Year: _____</p>	<p><input type="checkbox"/> <b>TRANSFER</b></p> <p>Transfer from an existing IRA or Employer Sponsored Plan.</p> <p>\$ _____</p>	<p><input type="checkbox"/> <b>ROLLOVER</b></p> <p>Take receipt of the assets for up to 60 days before reinvesting in a new retirement plan. \$ _____</p>	<p><input type="checkbox"/> <b>DIRECT ROLLOVER</b></p> <p>Rollover from Employer Sponsored Plan.</p> <p>\$ _____</p>
<p>The amount above represents what percentage of your retirement portfolio? <input type="checkbox"/> 100% <input type="checkbox"/> 75% <input type="checkbox"/> 50% <input type="checkbox"/> 25% or less</p>			

## 6 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:

**Appointment.** I appoint The Entrust Group, Inc. to be the Record Keeper for my Individual 401(k) account with the employer listed on this application.

**I acknowledge that I am (initial the appropriate status):**  
 \_\_\_\_\_ **The employer and that I am the Trustee and Plan Administrator of the Individual 401 (k) Plan and that I can appoint a successor Trustee or Plan Administrator.**  
 \_\_\_\_\_ **The spouse of the employer and I acknowledge that the employer is the Trustee and Plan Administrator of my account**  
 \_\_\_\_\_ **A partner of the employer named in this application and that the employer is the Trustee and Plan Administrator.**

Written direction shall be construed so as to include facsimile signature. The account is established for the exclusive benefit of the Account holder or his/her beneficiaries.

**Adequate Information.** I acknowledge that I have received a copy of the Plan Agreement, Disclosure Statement and appropriate Financial/Fee Disclosures. I understand that the terms and conditions, which apply to this Account, and are contained in these documents. I agree to be bound by those terms and conditions.

**Responsibility for Tax Consequences.** I assume all responsibility for any tax consequences and penalties that may result from making contributions to, transactions with, and distributions from my Account. I am authorized and of legal age to establish this Account and make investment purchases permitted under the Plan Agreement offered by the Custodian. I assume complete responsibility for: 1) Determining that I am eligible for an Account transaction that I direct the custodian to make on my behalf; 2) Insuring that all contributions I make are within the limits set forth by the tax laws; 3) The tax consequences of any contribution (including rollover contributions and distributions).

I certify under penalties of perjury:

1) that I have provided you with my correct Social Security or Tax I.D. Number; and 2) that 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 2 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.

Except as described above, we will not release information about you to others unless you or a representative whom you have authorized in writing have consented or asked us to do so, or we are required by law or other regulatory authority.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

**Investment Direction.** Until such time as I change or revoke the designation, I hereby instruct the record keeper to follow the investment directions which I provide regarding the investing and reinvesting of the principal and interest, as confirmed by direction letters to Record Keeper from the undersigned, for the above-referenced Account or other account for which Record Keeper serves as record keeper. You are authorized to accept written direction and/or verbal direction which is subsequently confirmed in writing by the authorized party, Record Keeper, or by the undersigned. Written direction shall be construed so as to include facsimile signature.

The account is established for the exclusive benefit of the Account holder or his/her beneficiaries. In taking action based on this authorization, Record Keeper may act solely on the written instruction, designation or representation of the Account holder. I expressly certify that I take complete responsibility for the type of investment instrument(s) with which I choose to fund my Account. I agree to release, indemnify, defend and hold the Record Keeper harmless from any claims, including, but not limited to, actions, liabilities, losses, penalties, fines and/or third party claims, arising out of my account and/or in connection with any action taken in reliance upon my written instructions, designations and representations, or in the exercise of any right, power or duty of Record Keeper, its agents or assigns. Record Keeper may deduct from the account any amounts to which they are entitled to the reimbursement under the foregoing hold harmless provision. Record Keeper has no responsibility or fiduciary role whatever related to or in connection with the account in taking any action related to any purchase, sale or exchange instructed by the undersigned agents, including but not limited to suitability, compliance with any state or federal law or regulation, income or expense, or preservation of capital or income. For purposes of this paragraph, the terms Record Keeper includes The Entrust Group, its agents, assigns, and/or business partners.

**6 Investment Direction and Important Disclosures**

I understand that it is my responsibility to review any investments to ensure the investment is acceptable under the Employee Retirement Income Securities Act (ERISA), the Internal Revenue Code (IRC), or any applicable federal, state, or local laws, including securities laws. This includes but is not limited to investments that engage in Marijuana related business (MRB) activities. The Entrust Group does not allow investments in MRB activities to be held in any of the retirement plans they offer. I acknowledge that any MRB assets found in my Account may be transferred to another custodian within 10 calendar days. Entrust will distribute the assets after 10 calendar days which may incur taxes, penalties and additional fees.

In the event of claims by others related to my account and/or investment wherein Record Keeper is named as a party, Record Keeper shall have the full and unequivocal right at their sole discretion to select their own attorneys to represent them in such litigation and deduct from my account any amounts to pay for any costs and expenses, including, but not limited to, all attorneys' fees, and costs and internal costs (collectively "Litigation Costs"), incurred by Record Keeper in the defense of such claims and/or litigation. If there are insufficient funds in my account to cover the Litigation Costs incurred by Record Keeper, on demand by Record Keeper, I will promptly reimburse Record Keeper the outstanding balance of the Litigation Costs. If I fail to promptly reimburse the Litigation Costs, Record Keeper shall have the full and unequivocal right to freeze my assets, liquidate my assets, and/or initiate legal action in order to obtain full reimbursement of the Litigation Costs. I also understand and agree that the Record Keeper will not be responsible to take any action should there be any default with regard to this investment. I understand that no one at the Record Keeper has authority to agree to anything different than my foregoing understandings of the Record Keeper's policy. For purposes of this paragraph, the terms Record Keeper includes The Entrust Group, its agents, assigns, affiliates and/or business partners. In executing transfers, it is understood and agreed that I will not hold Record Keeper liable or responsible for anything done or omitted in the administration, custody or investments of the account prior to the date they shall complete their respective acceptance as successor record keeper and shall be in possession of all of the assets, nor shall they have any duty or responsibility to inquire into or take any action with respect to any acts performed by the prior Custodian, or Record Keeper. If any provision of this Application is found to be illegal, invalid, void or unenforceable, such provision shall be severed and such illegality or invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

**Confidentiality and Security.** We restrict access to non-public personal information to those employees who need to know that information to provide products and services to you. We maintain physical, electronic, and procedural guidelines that comply with federal standards to guard your non-public personal information. The Record Keeper reserves the right to revise this notice and will notify you of any changes in advance.

If you have any questions regarding this policy, please contact us at the address and or telephone number listed on this application.

**Important Information for Opening a New Account.** To comply with the USA PATRIOT ACT, we have adopted a Customer Identification Program. All new accounts must provide a copy of an unexpired, photo-bearing, government-issued identification (e.g., driver license or passport). The copy must be readable so we can verify the client's name, driver's license number, etc.

**Our Privacy Policy.** You have chosen to do business with the The Entrust Group, Inc. As our client, the privacy of your personal non-public information is very important. We value our customer relationships and we want you to understand the protections we provide in regard to your accounts with us.

**Information We May Collect.** We collect non-public personal information about you from the following sources to conduct business with you:

- Information we receive from you on applications or other forms;
  - Information about your transactions with us, or others;
- Non-public personal information is non-public information about you that we may obtain in connection with providing financial products or services to you. This could include information you give us from account applications, account balances, and account history.

**Information We May Share.** We do not sell or disclose any non-public information about you to anyone, except as permitted by law or as specifically authorized by you. We do not share non-public personal information with our affiliates or other providers without prior approval by you. Federal law allows us to share information with providers that process and service your accounts. All providers of services in connection with the custodian and administrator have agreed to the custodian and administrator's confidentiality and security policies. 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.

**7 Participant Acknowledgement**

As the Employer, I acknowledge that I have received and reviewed a copy of the Plan and Trust document, Adoption Agreement, Employer Sponsored Plan Account Agreement, Fee Disclosure as well as the other documents contained in this Account Application Kit. If I am not the employer I will contact the employer who shall provide me with the appropriate information regarding my participation in this Individual 401(k) Plan. I understand that the terms and conditions which apply to this Account, and are contained in this application and I agree to be bound by those terms and conditions. I declare that the information provided in the accompanying documents is to the best of my knowledge and belief it is true, correct and complete. I agree to abide by the terms as currently in effect or as they may be amended from time to time. **I understand that Entrust will not provide any investment advice. All tax reporting for this plan is the responsibility of the trustee. Entrust does not report any 1099R or 5500 for Qualified Plans.**

<b>SIGNATURE:</b>	<b>DATE:</b>
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**1** 5 Wwti bhCk bYf `bZfa Ujcb`

NAME (as it appears on your account application)	ACCOUNT NUMBER	ACCOUNT TYPE
EMAIL ADDRESS		DAYTIME PHONE NUMBER

**2** 5 Wwti bh9ghUV`]g\ a Ybh: YY

CbYlfja YUWwti bhYghUV`]g\ a YbhZYzdYf`UWwti bh	\$100
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**3** 5 bbi U`FYWtfX\_YYd]b[ `: YY` (billed quarterly)

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5`g]b[ `Y`UggYh	\$199 annually	\$199 annually + 0.15% of the total asset value over \$50,000* (excl. cash)
Hk c`cf`a cfY`UggYfg	\$299 annually	\$299 annually + 0.15% of the total asset value over \$50,000* (excl. cash)

\*The uninvested cash in your account is not charged a 0.15% fee, regardless of the amount of cash held in there. The 0.15% fee is assessed solely on the total asset value above \$50,000. For example, an account with two assets of a total value of \$150,000 and \$12,000 cash would pay a fee of \$299 + 0.15% of \$100,000 (\$150), or a total of \$449 annually. There is a cap on recordkeeping fees of \$2,299 per year.Á

**4** Di fW UgY`UbX`GU`Y`cZ5 ggYh: YYg` (one-time fees)

Purchase, sale, exchange or additional funding, per asset (excluding real estate, precious metals and/or crowdfunding with selected companies)	\$95
Purchase, sale, or exchange of real estate (includes earnest money deposit if applicable)	\$175
Purchase, sale, or exchange of real estate with non-recourse loan (includes earnest money deposit if applicable)	\$250
Purchase, sale, or exchange of precious metals (precious metals depository fees, such as storage and shipping, may apply and will be charged to your account)	\$0
Purchase, sale, or exchange of crowdfunding (only if investing with the following companies: WeFunder, SharesPost, Realty Mogul, Funders Club, EquityZen, and CrowdStreet)	\$0

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**5 Transaction Fees**

ACH transfers, incoming and outgoing	\$0
Checks <i>(includes all check requests)</i>	\$10/check
Wire transfers, per item, incoming and outgoing	\$30
Overnight delivery via, FedEx, UPS, USPS, etc.	\$30
Cashier's or other official bank check	\$30
Returned items of any kind and stop payments, per item	\$30
Re-registration of assets plus expenses of transfer agents <i>(if applicable)</i>	\$100
Research of closed assets or accounts, legal research, or special handling of transactions	\$150/hour
Rush fees for expedited transaction processing or services within the same or next day	\$150
Account termination processing fee	\$250

**6 Payment of Fees**

Account Establishment Fee <i>(nonrefundable)</i> - Pay by:	<input type="checkbox"/> CREDIT CARD	<input type="checkbox"/> CHECK - MADE PAYABLE TO ENTRUST
Annual Recordkeeping Fee <i>(payable quarterly)</i> - Pay by:	<input type="checkbox"/> CREDIT CARD	<input type="checkbox"/> **DEBIT ENTRUST ACCOUNT
Purchase & Sale of Asset Fees - Pay by:	<input type="checkbox"/> CREDIT CARD	<input type="checkbox"/> **DEBIT ENTRUST ACCOUNT
Transaction Fees - Pay by:	<input type="checkbox"/> CREDIT CARD	<input type="checkbox"/> **DEBIT ENTRUST ACCOUNT
Termination Fee - Pay by:	<input type="checkbox"/> CREDIT CARD	<input type="checkbox"/> **DEBIT ENTRUST ACCOUNT

*\*\* If no preference indicated, fees will be debited from your Entrust account.*

**7 Credit Card Information**

PAY WITH CARD ON FILE <input type="checkbox"/>		LAST 4 DIGITS OF CARD ____ _	
NEW CARD <i>(select one)</i> : <input type="checkbox"/> VISA <input type="checkbox"/> MASTER CARD <input type="checkbox"/> AMERICAN EXPRESS <input type="checkbox"/> DISCOVER			
NAME AS IT APPEARS ON CARD		CARD NUMBER	SECURITY CODE
EXPIRATION DATE		BILLING ADDRESS	
CITY, STATE, ZIP CODE			
By signing below, you authorize Entrust to charge your credit card for the fees associated with this transaction. Your request will be processed upon receipt of this form. You understand that inaccurate or incomplete credit card information or charges declined by the credit card issuer will delay the processing of the account transaction.			
SIGNATURE			DATE

**8** 8 ]gWcgi fY'

\*\*If no preference indicated, fees will be debited from your Entrust Account.

Annual Recordkeeping and Administration Fees are charged for all or any portion of each year during which the account is in existence. If you terminate your account during a year, you will still owe the annual fee for that entire year. These fees are charged on the basis of the year beginning on the date when your account is established, and each anniversary of that date. Annual recordkeeping fees are not pro-rated when an account closes. Custodial Administration Fee: We receive a fee equal to the income generated from deposit accounts that hold undirected cash in your Account, if any. The custodian of your account is entitled to this fee under the section titled "7 i gtcX]Ubfg: YYg'UbX'9i dYbgYg" of your IRA Custodial Account Agreement (example: Section 8.06 if you have a Traditional IRA), and has assigned this fee to us for services relating to the investment of undirected cash. Termination: If you incur a termination of your account, we will charge a termination fee of \$250, plus the applicable transaction fee (non-real estate or real estate, as applicable) for each asset that is sold. A transfer of assets from your Account to a third party, including to another individual retirement account for your benefit, is considered a termination for purposes of the imposition of this fee. A lump sum distribution is considered a termination for purposes of the imposition of this fee. However, a distribution after your attainment of age 72 or disability or death is not considered a termination, and is not subject to the termination fee. Collection of Fees and Charges: Account fees and charges, as described above, are charged in advance or in connection with the applicable services and events, and are at no time refundable. We generally bill and collect fees and charges quarterly, based on your account establishment date. These fees and charges are normally withdrawn from your undirected cash funds balance approximately 20 days after the invoice date, unless they have been actually paid directly by you. Late payment fees: The lesser of 1.5% per month (18% *annum*) or the maximum allowable under applicable law. If there is insufficient undirected cash in your account, we will liquidate other assets to pay for such fees and charges, after giving you 30 days' notice of our intention to do so. Re-registration of assets plus expense of transfer agents when applicable is \$100. The Entrust Group, Inc. shall have no liability for any adverse tax or other financial consequences as a result of applying account cash and liquidating other account assets to cover the fees and charges. The Entrust Group, Inc. reserves the right to sell any past due receivables to a collection and credit reporting agency.

5 Wt' bfg'h Uh Uj Y' bchVYyb WYX]hX'k ]h 'Z bXg'UbX'f'UggYrg'k ]h ]b\* 'a cbh g'cZYghU'g] a Ybhk]' 'VY'WcgYX'U' tca U]WU'nf'

h' UWWt'fXUbW'k ]h 'mci f'5 Wt'i bh5 dd']WU]cbZh ]g: YY'GW YXi 'Y'g'dUfhcZnci f'5 [ fYYa Ybhk ]h 'h Y'5 Xa ]b]ghfUrcf'UbX'a i ghUWta dUbmnci f'5 dd']WU]cb'

DF-BH'B5A9.'	
G= B5H F9.	85H9.'