

Contact Center: (800) 248-8447 | www.ForgeTrust.com

Complete this application to open your Forge Trust Co. Self-Employed 401(k) Traditional or Roth account.

**NOTE: There are three parties associated with the adoption of a 401(k) account — Employer, Plan Administrator, and Plan Participant. With the Self-Employed 401(k), in many cases, the business owner may represent all three parties. Please complete this application accordingly.**

Forge Trust Co. does not setup plans or perform any tax reporting or withholding on the account. Plans must be established before opening an account.

\*indicates a required field

## 1. RETIREMENT PLAN INFORMATION (to be completed by the employer) (\*required field)

To establish a Self-Employed 401(k) account, you must provide Forge Trust Co. with a completed Self-Employed 401(k) Custody Agreement.

Plan Name*			
Employer Tax ID*	All forms must contain your Employer Tax ID number. Do not use your Social Security number. If you need to obtain a Tax ID number, please contact the IRS.		
Name of Plan Administrator*		The Plan Administrator can be the Employer or a person designated by the Employer.	
Plan Administrator Address* (Cannot be a PO Box or Mail Drop)			
City*	State/Province*	Zip/Postal Code*	Country*
Signature of Employer X		Date (MM/DD/YYYY)	

## 2. PARTICIPANT ACCOUNT INFORMATION

Full Legal Name

First Name*	Middle Name	Last Name*	
Social Security Number* (xxx-xx-xxxx)	Date of Birth* (MM/DD/YYYY)	Email* (Your personal email only)	
Permanent Address* (Cannot be a PO Box or Mail Drop)			
City*	State/Province*	Zip/Postal Code*	Country*
Mailing Address (if different from above)			
City	State/Province	Zip/Postal Code	Country
Primary Phone* XXX-XXX-XXXX	Secondary Phone XXX-XXX-XXXX		
Country of Citizenship*			
US		Resident Alien	

Government ID

You must attach a valid US identification document to this application. Which type of document you are providing?

<input type="checkbox"/> U.S. Driver's License	<input type="checkbox"/> US Passport	<input type="checkbox"/> Permanent Resident Alien Card
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### 3. PARTICIPANT FINANCIAL PROFILE

Please provide your employment status. We are also required to request confirmation of any applicable associations.

Employed	Not Employed	Retired	Occupation
Source of Wealth*			

#### Associations

Check this box if you are associated with, or employed by, a stock exchange or a member firm of an exchange or FINRA, or a municipal securities dealer. If you checked the box, obtain and attach the compliance officer's letter of approval ("407 letter") and indicate the associated entity's name and address below. Failure to include an approval letter may delay the processing of your request. We must tell the associated entity you have applied for this account.

Check this box if your association is through your employer. (If you checked this box, you are not required to complete the information below.)

Company name you are associated with

Company Address

City	State/Province	Zip/Postal Code	Country
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Check this box if you are a control person or associated with either a) another member b) member organization or c) an immediate family/household member of a control person or associated with a publicly traded company under SEC Rule 144 (this would include, but is not limited to, a director, 10% shareholder, policy-making officer, and members of the board of directors).

Trading Symbol	Company
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### 4. PARTICIPANT BENEFICIARY DESIGNATION

Please indicate the Participant's marital status

Single	Married	Divorced	Widowed
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Provide the details requested below for Primary and Contingent beneficiary(ies). You must designate the share percentage each beneficiary is to receive, and the percentages must add to 100% for each type of beneficiary, primary or contingent. For individuals, the Social Security Number and Date of Birth are required fields.

Primary	Relationship		Name		Share Percentage %
	Social Security or Taxpayer ID	Date of Birth (MM/DD/YYYY)	Email	Phone	
Contingent	Address		City	State	Zip

Primary	Relationship		Name		Share Percentage %
	Social Security or Taxpayer ID	Date of Birth (MM/DD/YYYY)	Email	Phone	
Contingent	Address		City	State	Zip

Primary	Relationship		Name		Share Percentage %
	Social Security or Taxpayer ID	Date of Birth (MM/DD/YYYY)	Email	Phone	
Contingent	Address		City	State	Zip

**5. SPOUSE'S BENEFICIARY CONSENT** (Required only if the spouse is not the only primary beneficiary AND you reside in a community property state.)

By signing below, you:

- agree to the designation of the beneficiary(ies) on this form
- understand that you are allowing those beneficiary(ies) to receive assets that would otherwise be paid to you

Print Spouse Name	
Spouse's Signature <b>X</b>	Date (MM/DD/YYYY)

If needed, attach the acknowledgement form appropriate for your state.

**Acknowledgment of Notary Public** Must be a U.S. Notary. Foreign notary or consular seals may NOT be substituted.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared

\_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature of Notary

Seal

**6. PARTICIPANT AND PLAN ADMINISTRATOR SIGNATURES** (required)

As used herein, "Custodian" refers to Forge Trust Co., and "Account Administrator" refers to Forge Services, Inc.

I/We hereby acknowledge and agree to the following:

- This Agreement is solely for the custody of assets held in a single member 401k plan. The 401k plan covers no employees other than the owner of a business and his or her spouse.
- That Forge Trust Co. is the designated Custodian.
- Certify that all information provided in the application is correct.
- That this is a custody account only and that I/we are responsible for the success or failure of the investments.
- That I/we have read and understand that this agreement applies to the account I am opening with this application, and that I agree to all terms and conditions on this agreement, as this agreement may be amended from time to time.
- Affirm that I have received and read the Fee Schedule, that I understand this schedule may change from time to time, and that I agree to pay those fees and charges that apply to my account.
- The investments are: (a) not insured by any federal or state deposit guaranteed fund; (b) not guaranteed by Forge Trust Co., its subsidiaries, parent, and/or agents; and (c) are subject to investment risk, including the possible loss of the principal invested.
- That certain investments or classes of investments may pose administrative burdens and, therefore, the Custodian reserves the right not to process or accept such investments. The decision not to act upon investment directions which the Custodian determines to be unacceptable for administrative reasons should in no way be construed as a determination concerning the prudence or advisability of investing in the asset.
- The account is subject to the following Arbitration provision.

*Arbitration Claims:* Any controversy (i) arising out of or relating to this Agreement or the breach thereof, or to the custody account or any transactions authorized by me and/or my agent, or (ii) as to the arbitrability of such a controversy, shall be settled by arbitration in Minnehaha County, South Dakota, according to the rules of The American Arbitration Association. Arbitration is final and binding on the parties, and judgment upon any award rendered by the arbitrators may be entered in any court of competent jurisdiction. The parties are waiving their right to seek remedies in court, including the right to jury trial. The pre-arbitration discovery is generally more limited than and different from court proceedings.

- I/we hereby give our consent to the Custodian and/or Account Administrator to the following: (a) have any telephone conversations recorded, (b) accept email as a form of written communication and (c) accept faxed account and investment authorizations.

- I/we hold harmless, protect and indemnify the Custodian and Account Administrator from and against any and all liabilities, losses, damages, expenses and charges, including but not limited to attorney's fees and expenses of litigation, which the Custodian and Account Administrator may sustain resulting directly or indirectly from (i) my investment direction, or those received from my authorized financial representative and/or agent, with respect to my account, (ii) my failure to satisfy any Internal Revenue Service requirements concerning my account, or (iii) any action of, or act or omission by Custodian or Account Administrator based on instructions from, a third party using my name, User ID and/or password.
- Hereby (a) adopt and establish this single member 401k custody account with Forge Trust Co., or its successors, as Custodian, (b) understand that this Agreement and this Application comprise my/our entire contractual agreement with Forge Trust Co., (c) acknowledge receipt of the Fee Schedule referenced above, (d) confirm that I/we have received a copy of Forge Trust Co.'s privacy notice at <https://forgeglobal.com/privacy-notice/>, (e) understand that Forge Trust Co. will handle the daily processing of the account, and (f) that the Plan Administrator, designated in section 2 of the account application, is responsible for providing withdrawal instructions and all tax reporting.
- If this Application is to transfer to Forge Trust Co. the assets of an existing retirement account, I/we understand that the appointment of Forge Trust Co. as successor Custodian will be effective upon receipt of all the Plan assets. Further, I/we understand that Forge Trust Co., expressly does not assume or incur any liability by reason of or have a duty or responsibility to inquire into or take action with respect to any acts performed or omitted to be performed by the current Custodian/Trustee. I/we understand that this transfer may take six weeks or longer.
- Affirm that the beneficiary information provided on this form is accurate and that Forge Trust Co. has no obligation to locate or notify any beneficiary or to independently verify any information submitted by any person claiming an interest in my account. If I later want to include other beneficiaries, a new beneficiary form will be submitted.
- Acknowledge that if I do not properly name a beneficiary, or no beneficiary survives me, the distribution of the amounts in my Plan will be made in the following order: first to my spouse, second, if no spouse is then alive, to my then living children divided equally among such children, third, if no spouse or children are then living, to my estate.
- Acknowledge that if I'm married and live in a community property state and I designate anyone other than my spouse as the beneficiary, my designation cannot be accepted without my spouse's notarized signature.
- Agree that if my beneficiary allocation totals at least 99%, but less than 100% (e.g., 3 named beneficiaries are each assigned a 33% interest in the account), Forge Trust Co. will assign the unallocated remainder to the first named beneficiary.
- Agree that when my assets are distributed to my beneficiaries, fractional shares that cannot be distributed in accordance with my instructions will instead be given to the beneficiary receiving the largest percentage of the account's assets or, if each beneficiary is receiving an equal percentage, to the last paid beneficiary.
- Acknowledge that acceptance of my application will be indicated by a Letter of Acceptance signed by, or on behalf of, Forge Trust Co.
- Affirm that I'm at least 18 years old and of full legal age to enter into this Agreement in my state of residence.
- If I have not checked the box for Associations, I represent and warrant that I'm not associated with or employed by a stock exchange or a broker-dealer or a control person or associate of a public company under SEC Rule 144 (such as a director, 10% shareholder, or a policymaking officer), or an immediate family or household member of such a person.
- Understand that, upon issuer's request in accordance with applicable rules and regulations, Forge Trust Co. will supply my name to issuers of any securities held in my account so I might receive any important information regarding them, unless I notify Forge Trust Co.
- Acknowledge that the Custodian is not responsible for determining or calculating any investment that generates unrelated business taxable income ("UBTI"). The plan would have to file a Form 990-T and ensure the coordination of the liability payment. The Custodian can support the payment to the IRS so long as funds are available.
- Acknowledge that I will receive a quarterly account statement from Forge Trust Co. The Custodian does not determine the fair market value of investments. The investment values on the statement are obtained from the issuer/sponsor, plan administrator, or participant and updated upon receipt.
- Consent to accept electronic delivery of all statements, notices and documents if available and permitted by applicable law
- I/we must register online to receive online access to my account. By registering for and using the Custodian's online account service, I agree to the terms stated in this Agreement and the Online Account Access Request Terms and Conditions.
- I/we will keep confidential the password that will be given to access the Custodian's online account service, and the Custodian is not responsible for any breach of security caused by my failure to maintain the confidentiality of my password.
- The Custodian has no obligation to confirm the identity of any person using my User ID and password to access the Custodian's online account service. If I intend to revoke my authorization of any third party that has gained access to my User ID and password, I will immediately change my password.
- If I/we believe the User ID and password have been lost or stolen or used without my permission, I will contact the Custodian's security operations at [passwordsupport@ForgeTrust.com](mailto:passwordsupport@ForgeTrust.com) or call (800) 248-8447 during regular business hours.
- Custodian's Affiliation: Forge Trust Co. is wholly owned by Forge Services, Inc., which is wholly owned by Forge Global, Inc., which in turn is wholly owned by the public company The Charles Schwab Corporation (NYSE: SCHW).
- Cash Assets – I authorize and direct the deposit of uninvested cash assets held in my custodial account at a money market deposit account at Tri Counties Bank, a California-chartered bank that is unaffiliated with the Custodian. The custodial account will receive a custodial cash rate on uninvested cash assets that will vary from time to time. This amount will be paid monthly, and only to custodial accounts that are open as of the last day of any month. The current annual rate is one basis point. The then-applicable rate will also be stated on account statements provided by the Custodian. By choosing to leave cash uninvested, I shall be deemed to have agreed to the custodial cash rate and to Custodian's receipt of the compensation attributable to the uninvested cash, as described below. The Custodian reserves the right to modify the custodial cash rate upon notice to me and my consent. In this regard, I will be deemed to have consented to any changes to the custodial cash rate if I do not contact the Custodian within 30 days of notice provided to me of any change to the custodial cash rate. The custodial cash rate determined by the Custodian and approved by me may be less than what I could obtain for a direct cash deposit with the depository institution or direct investment. The Custodian is under no obligation to maximize the custodial cash rate on uninvested cash. The Custodian will perform sub-accounting and administrative functions related to the management of uninvested cash. For these sub-accounting and administration services, the Custodian may receive compensation from the uninvested cash in the form of a cash administration fee that is equal to (a) the actual rate of interest paid by Tri Counties Bank on the uninvested cash deposited in the money market deposit account (generally a money market interest rate) minus (b) the custodial cash rate that the custodial account will receive on any uninvested cash, as described above. The cash administration fee retained or earned by the Custodian may be greater than the custodial cash rate. This cash administration fee is in addition to the fees and charges reflected on the most recent fee schedule.
- The Custodian may charge me separately for any fees or expenses or deduct the amount of the fees or expenses from the assets in the custody account at our discretion. Custodian is also entitled to be reimbursed for any other expenses incurred on behalf of my account. The right to compensation and reimbursement from the account shall constitute a first prior lien against my account. Custodian has the right to change the Fee Schedule subject to written advance notice to me and my consent. I will be deemed to have consented to any changes to the Fee Schedule to the extent I do not object following thirty (30) days advance written notice of the change. Further, the custodian is authorized to liquidate assets of the custody account for any unpaid fee balance and can, at their discretion, require me to retain uninvested cash in the account in an amount not less than one (1) year's annual fees and termination fees and not more than \$1,000. The choice of the selling broker and assets to be sold shall be at the custodian's sole discretion. Should fees or expenses not be collected, Custodian shall have the option to cease performing any functions, including, but not limited to, processing investment transactions until, such time as all fees and expenses charged against the account are fully paid. In addition, the Custodian may receive commissions, 12(b)1 fees, sub-transfer agent fees, marketing fees and other types of compensation from various entities (including without limitation, entities in which the custody account invests) relating to investments held in the custody account which may, or may not, be directly or indirectly distributed, allocated or otherwise paid to or

retained by third-parties providing services with respect to my account.

- Acknowledge that Forge Trust Co. will not be liable for any loss, expense, or cost arising out of my instructions, provided that it institutes reasonable procedures to prevent unauthorized transactions.
- Acknowledge that this authorization may be revoked only by providing written notice of revocation to Forge Trust Co., in such time and manner as to afford Forge Trust Co. a reasonable opportunity to act upon it.
- Forge Trust Co. is not responsible for reviewing or monitoring my contribution, distributions or other transaction for compliance with IRS rules or regulations. This responsibility lies on me and my Plan Administrator. I agree to indemnify and hold harmless Forge Trust Co., its divisions, officers, employees, directors, representatives, owners, affiliates, successors, and assigns from liability for any adverse consequences that may result from any such transaction.
- I acknowledge and agree Forge Trust Co is acting as an "excluded fiduciary" under § 55-1B-2 of the South Dakota Codified Laws, as amended or restated from time to time, and as a result shall have no duty or responsibility to question any of my directions, review any securities or other property held in the account, or make any suggestions with respect to the investment, retention or disposition of any asset held in the account. I acknowledge that Forge Trust Co. and its representatives do not provide tax, legal or investment advice; that the Account is self-directed. I release and agree to indemnify and hold harmless Forge Trust Co., its divisions, officers, employees, directors, representatives, owners, affiliates, successors, and assigns from liability for any adverse consequences that may result from any transaction.
- I confirm that assets to be transferred into its custodial account do not include any illegal or impermissible investments under South Dakota or Federal law, including, but not limited to, holdings of marijuana or other illegal substances, illegal gambling, or illegal artifacts. Custodial accountholder further confirms that the custodial account will not hold or engage in transactions involving illegal holdings, and should the custodial account ever come to hold an illegal or impermissible investment under South Dakota or federal law, the custodial accountholder will notify Forge Trust Co. immediately.

To help the government fight money laundering and the funding of terrorism, federal law requires Forge Trust Co. to obtain my name, date of birth, address, and a government-issued ID number before opening my account, and to verify the information. In certain circumstances, Forge Trust Co. may obtain and verify comparable information for any person authorized to make transactions in an account or beneficial owners of certain entities. Further documentation is required for certain entities, such as trusts, estates, corporations, partnerships, and other organizations.

My account may be restricted or closed if Forge Trust Co. cannot obtain and verify this information. Forge Trust Co. will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if my account is restricted or closed.

Participant Signature X	Date (MM/DD/YYYY)
Plan Administrator Signature X	Date (MM/DD/YYYY)

Please physically sign and submit additional Plan documents as required.

## DELIVERY INSTRUCTIONS

We will accept faxed or emailed copies of the Self-Employed 401K Account Application forms IF you also sign the 401K Account Acceptance for Self-Employed form by DocuSign.

**Email**  
NewAccounts@ForgeTrust.com

**Fax**  
(650) 745-2902

**Regular mail**  
Forge Trust Co.  
PO Box 2048  
San Francisco, CA 94126

**Overnight mail**  
Forge Trust Co.  
4 Embarcadero Ctr, Floor 15  
San Francisco, CA 94111

Contact Center: (800) 248-8447 | www.ForgeTrust.com

Under the Plan, Eligible Participants will be permitted to make elective contributions (401(k) contributions).

\*indicates required field

## 1. PERSONAL INFORMATION

First Name*	Middle Name	Last Name*
Account Number*	Social Security Number* (last 4 digits)	Date of Birth* (MM/DD/YYYY)
Phone* XXX-XXX-XXXX	Email* (Your personal email only)	

## 2. PLAN INFORMATION

Name of Plan

Plan Name*	
Plan Tax Identification Number*	Plan Number (optional)

The Plan Documents will be submitted with this application.

Name of Plan Administrator (if not the Employer)

The Plan Administrator serves as the main contact for the Plan.

Name				
Address				
City	State/Province	Zip/Postal Code	Country	
Phone XXX-XXX-XXXX	Email			

Plan Year and Limitation Year\* (please check one)

Calendar Year (default)	Fiscal Year Ending (____ / ____ / ____)
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Plan Status and Effective Date (please check one)

Plan Effective Date	Date (MM/DD/YYYY)	Note: Cannot be earlier than the first day of the current Plan Year.
Amendment Effective Date	Date (MM/DD/YYYY)	Note: After the Plan Effective Date

Complete if adding 401(k) Contributions to your Plan for the first time:

Effective Date of 401(k) Contributions	Note: Cannot be earlier than the day this amendment is signed.
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### 3. EMPLOYER

Name of Employer*			
Address*			
City*	State/Province*	Zip/Postal Code*	Country*
Phone* XXX-XXX-XXXX	Employer's Tax Identification Number*		

The term "Employer" includes the following Affiliated Employers covered by the Plan


### 4. RELIANCE ON OPINION LETTER

Forge Trust Co. is relying on the opinion letter issued by the Internal Revenue Service as evidence that your Plan is qualified under section 401 of the Internal Revenue Code except to the extent provided in Revenue Procedure 2011-49.

If you adopt or maintain multiple plans and wish to obtain reliance with respect to the requirements of sections 415 and 416, an application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.  
You may not rely on the opinion letter in certain other circumstances, which are specified in the opinion letter issued with respect to Revenue Procedure 2011-49.

### 5. ACKNOWLEDGMENT & SIGNATURE

The Employer appoints Forge Trust Co. as Custodian and agrees to the fees set forth in the Forge Trust Co. Fee Schedule, as amended from time to time.

IN WITNESS WHEREOF, the Employer has caused this Custody Agreement to be executed

Employer (name of business)	
Signature of Employer <b>X</b>	Date (MM/DD/YYYY)
Print name of person signing above	

Please sign and submit additional documents as required.

### DELIVERY INSTRUCTIONS

**Email**  
NewAccounts@ForgeTrust.com

**Fax**  
(650) 745-2902

**Regular mail**  
Forge Trust Co.  
PO Box 2048  
San Francisco, CA 94126

**Overnight mail**  
Forge Trust Co.  
4 Embarcadero Ctr, Floor 15  
San Francisco, CA 94111