

Contact Center: (800) 248-8447 | [www.ForgeTrust.com](http://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.**

## 1. ACCOUNT TYPE

Provide the address used for tax reporting. Cannot be a PO Box, Mail Drop, or C/O.

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

This section requests plan information to be completed and signed by the Employer.

## 3. PARTICIPANT ACCOUNT INFORMATION (to be completed by the participant)

This section requests participant account information to be completed by the Participant. All fields in bold are required for opening an account.

## 4. PARTICIPANT FINANCIAL PROFILE

We are required to obtain the participant information in this section.

## 5. PARTICIPANT BENEFICIARY DESIGNATION

Complete this section to designate beneficiaries to receive payment of the value of your Self-Employed 401(k) account following your death. If you are married and designate a beneficiary other than your spouse, be sure to have your spouse sign this section in the presence of a notary public.

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

This section must be signed by both the Participant and Plan Administrator. Please be sure to sign and date your application in ink. We cannot process your application without your signature.

## 1. ACCOUNT TYPE

Forge Trust Co. does not setup plans. Plans must be established before opening an account. You may open more than one type of account at the same time. For more about account types, visit [www.ForgeTrust.com](http://www.ForgeTrust.com).

Traditional 401(k)	Roth 401(k)
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## 2. RETIREMENT PLAN INFORMATION (to be completed by the employer) (\*required field)

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

Business Name*			
Employer Tax ID* (Do not use your Social Security number)	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 call the IRS at (800) 829-1040.		
Name of Plan Administrator*			The Plan Administrator can be the Employer or a person designated by the Employer.
Plan Administrator Address*			
City*	State/Province*	Zip/Postal Code*	Country*
Signature of Employer X			Date (MM/DD/YYYY)

## 3. PARTICIPANT ACCOUNT INFORMATION (to be completed by the participant)

Should Forge Trust Co. need to contact you in regards to this request, your preferred method of contact is:

- Email
- Primary Phone

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*			
City*	State/Province*	Zip/Postal Code*	Country*
Mailing Address (if different from above)			
City	State/Province	Zip/Postal Code	Country
Evening Phone XXX-XXX-XXXX	Daytime Phone XXX-XXX-XXXX	Extension	
Country of Citizenship US      Other: _____		Country of Tax Residence US      Other: _____	

Identification document must have a reference number and photo. Please attach a color photocopy.

### Government ID (Foreign Citizens ONLY)

City of Birth	State/Province of Birth	Country of Birth
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#### Immigration Status

Permanent U.S. resident	Non-permanent U.S. resident	Non-resident of U.S.
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Which type of document you are providing?

U.S. Driver's License	DHS Permanent Resident Alien Card	Passport with U.S. Visa	Employment Authorization Document
Passport without U.S. visa		Foreign national identity document	
Bank Name		Account Number	
Bank Address		Phone Number	
Document Number		Country of Issuance	

Number from the document checked above

## 4. PARTICIPANT FINANCIAL PROFILE

### Employment

Employed	Not Employed	Retired	Occupation
Employer Address			
City	State/Province	Zip/Postal Code	Country

### Associations

Check this box if you are associated with, or employed by, a stock exchange or a member firm of an exchange or FINRA, 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

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

## 5. PARTICIPANT BENEFICIARY DESIGNATION

Designate beneficiaries to receive payment of the value of this Forge Trust Co. retirement account following your death. You may name one or more persons, trusts, or entities. This beneficiary designation applies to this account only and will not impact other Forge Trust Co. account beneficiary designations. Additionally, any beneficiary designations you have made on other Forge Trust Co. accounts will not apply to this account.

For an existing Forge Trust Co. retirement account only:

Please apply my existing Forge Trust Co. retirement account beneficiary designation to this Forge Trust Co. Self-Employed 401(k) account.	Account Number
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NOTE: If beneficiary is a trust, please provide the trust's name and address, the date of the trust, and all the trustee's names. Attach a separate sheet with this information.

Unless you checked the above box, fill out this section completely. Leaving this section blank will indicate no beneficiary is named by you for this account and upon your death you agree to have the payment of the value of this account made to your surviving spouse or, if no surviving spouse, your estate. If more than one person is named and no share percentages are indicated, payment shall be made in equal shares to your surviving primary beneficiary(ies). If a percentage is indicated and a primary beneficiary does not survive you, the percentage of that beneficiary's designated share shall be divided equally among the surviving primary beneficiary(ies). If no primary beneficiaries survive you, payment will be made to any surviving contingent beneficiaries according to the same rules of succession described above for primary beneficiaries.

Please indicate the Participant's marital status

Single	Married	If married and you designate a non-spouse beneficiary as your primary beneficiary, have your spouse sign the Spousal Consent section below in the presence of a notary public.
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### Designation of Primary Beneficiary(ies) (Must add up to 100%)

Spouse	Name <i>If naming spouse as a beneficiary, do so here.</i>		Relationship	
Non-Spouse	Social Security or Taxpayer ID	Date of Birth (MM/DD/YYYY)	Share Percentage	Per stirpes*
Trust			%	
Other Entity				

Non-Spouse	Name		Relationship	
Trust	Social Security or Taxpayer ID	Date of Birth (MM/DD/YYYY)	Share Percentage	Per stirpes*
Other Entity			%	

Non-Spouse	Name		Relationship	
Trust	Social Security or Taxpayer ID	Date of Birth (MM/DD/YYYY)	Share Percentage	Per stirpes*
Other Entity			%	

Non-Spouse	Name		Relationship	
Trust	Social Security or Taxpayer ID	Date of Birth (MM/DD/YYYY)	Share Percentage	Per stirpes*
Other Entity			%	

Total must add to 100%			%	
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OPTIONAL DESIGNATION:  
(Please consult an estate planning attorney before using Per Stirpes.)

## Contingent Beneficiaries

**OPTIONAL DESIGNATION:**  
(Please consult an estate planning attorney before using Per Stirpes.)

\*If this box is checked, if any primary or contingent beneficiary, as applicable, does not survive the account owner, but leaves surviving descendants, then any share otherwise payable to such beneficiary shall instead be paid to such beneficiary's descendants by right of representation.

Spouse	Name <i>If naming spouse as a beneficiary, do so here.</i>		Relationship	
Non-Spouse				
Trust	Social Security or Taxpayer ID	Date of Birth (MM/DD/YYYY)	Share Percentage	Per stirpes*
Other Entity			%	

Non-Spouse	Name		Relationship	
Trust				
Other Entity	Social Security or Taxpayer ID	Date of Birth (MM/DD/YYYY)	Share Percentage	Per stirpes*
			%	

Non-Spouse	Name		Relationship	
Trust				
Other Entity	Social Security or Taxpayer ID	Date of Birth (MM/DD/YYYY)	Share Percentage	Per stirpes*
			%	

Non-Spouse	Name		Relationship	
Trust				
Other Entity	Social Security or Taxpayer ID	Date of Birth (MM/DD/YYYY)	Share Percentage	Per stirpes*
			%	

Total must add to 100%	%
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## Spousal Consent

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)

**Notice to Community Property State Residents:** 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.

**If needed, attach the Acknowledgment Form appropriate for your state.**

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

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

in the County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_ known to me or satisfactorily proven to be the person whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

## Name and Signature of Notary

Title of Officer
My commission expires (MM/DD/YYYY)

▼ Notary Seal/Stamp ▼

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

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.
- 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 you are opening with this application, and that you agree to all terms and conditions on this agreement, as this agreement may be amended from time to time.
- Affirm that you have received and read the Schedule of Fees, that you understand this schedule may change from time to time, and that you agree to pay those fees and charges that apply to your account.
- Agree to pay any transaction fees your bank may charge in connection with transactions involved in opening this 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 arising out of or relating to this Agreement or the breach thereof, or to the Traditional IRA or any transactions authorized by you and/or your agent, shall be settled by arbitration in San Francisco County, California, according to the rules of The American Arbitration Association. Arbitration is final and binding on the parties. 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 Administrator to the following: (a) have any telephone conversations recorded, (b) accept email as a form of written communication and (c) accept faxed investment authorizations.
- I/we hold harmless, protect and indemnify the Custodian and 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 Administrator may sustain or might sustain resulting directly or indirectly from any investment direction or those received from our authorized financial representative and/or agent.
- 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 entire contractual agreement with Forge Trust Co., (c) acknowledge receipt of the Schedule of Fees referenced above, (d) confirm that I have received a copy of Forge Trust Co.'s privacy notice at <https://forgeglobal.com/privacy-notice/>, and (e) understand that Forge Trust Co. will handle the daily processing of the account.
- 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., Custodian 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 replaces any prior beneficiary information that may be on record for the indicated account(s).
- Acknowledge that, if I/we check "per stirpes," that any share otherwise payable to a beneficiary shall instead be paid to that beneficiary's surviving descendants by right of representation if the original beneficiary does not survive the account owner.
- Acknowledge that "per stirpes" creates a category of beneficiaries (for example, the children of a beneficiary), and therefore may end up including individuals not yet born or adopted.
- Acknowledge that listing beneficiaries by name does NOT create a category of beneficiaries, and that if you later want to include other beneficiaries, you will need to submit a new beneficiary form.
- Agree 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 your account.
- Acknowledge that if you do not provide percentages, the account will be divided equally among primary or contingent beneficiaries, as applicable.
- Acknowledge that if you do not properly name a beneficiary, or no beneficiary survives you, your beneficiary will be your spouse or, if you are not married, your estate.
- Acknowledge that if you are married and live in a community property state (Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, and Wisconsin) and you designate anyone other than your spouse as beneficiary, your designation cannot be accepted without your spouse's notarized signature.
- Agree that if your 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 your assets are distributed to your beneficiaries, fractional shares that cannot be distributed in accordance with your 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 your application will be indicated by a Letter of Acceptance signed by, or on behalf of, Forge Trust Co. delivered upon the Custodian's receipt of the initial contribution.
- Affirm that you are at least 18 years old and of full legal age to enter into this Agreement in your state of residence.
- If you have not checked the box for Associations, you represent and warrant that you are not associated with or employed by a stock exchange or a broker-dealer or you are not 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 your name to issuers of any securities held in your account so you might receive any important information regarding them, unless you notify Forge Trust Co.
- Acknowledge that you will receive a quarterly account statement from Forge Trust Co.
- Consent to have only one copy of Forge Trust Co. documents, such as annual fee schedule disclosures ("Documents"), delivered to you and any other accounting holding sharing your address.
- Your Documents will be householded indefinitely; however, you may revoke this consent at any time by contacting Forge Trust Co. at (800) 248-8447 and you will begin receiving multiple copies within 30 days.

- Acknowledge that Forge Trust Co. will not be liable for any loss, expense, or cost arising out of your 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 your contribution, distributions or other transaction for compliance with IRS rules or regulations. You 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.
- You acknowledge that Forge Trust Co. and its representatives do not provide tax, legal or investment advice; that the Account is self-directed; and that you assume full responsibility for any transaction. Forge Trust Co. is not responsible for and do not guarantee the products, services or performance of any self-directed investment. You 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.
- You 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 while Forge Trust Co. serves as custodian, and should the custodial account ever come to hold an illegal or impermissible investment under South Dakota or federal law, custodial accountholder will notify Forge Trust Co. immediately.

If you are not a U.S. person:

- State that you are submitting IRS Form W-8 BEN with this application to certify your foreign status and, if applicable, to claim tax treaty benefits.

To help the government fight money laundering and the funding of terrorism, federal law requires Forge Trust Co. to obtain your name, date of birth, address, and a government-issued ID number before opening your 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.

Your 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 your account is restricted or closed.

Signature X	Date (MM/DD/YYYY)
Signature X	Date (MM/DD/YYYY)

Please sign and submit additional 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**  
info@ForgeTrust.com

**Fax**  
(605) 385-0050

**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).

## 1. PERSONAL INFORMATION (\*required field)

Should Forge Trust Co. need to contact you in regards to this request, your preferred method of contact is:

Email

Primary Phone

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

The Plan consists of the Plan and Trust Agreement and this Custody Agreement as completed.

### Name of Plan

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

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

### Name of Plan Administrator (if not the Employer)

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

NOTE: If left blank, the Plan Year and Limitation Year will be the calendar year.

### Plan Year and Limitation Year (please check one)

Calendar Year	Fiscal Year Ending	Fiscal Year End (MM/DD/YYYY)
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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: Cannot be earlier than January 1, 2007.

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 you wish to obtain reliance with respect to the requirements of sections 415 and 416, 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

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

Please sign and submit additional documents as required.

### DELIVERY INSTRUCTIONS

**Email**  
info@ForgeTrust.com

**Fax**  
(605) 385-0050

**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