

Trust Company of America SOLO 401(k) PLAN ACCOUNT APPLICATION



General Instructions

Use these instructions to complete the Solo 401(k) Plan Account Application.

Purpose of this form. This form is required to open a managed Solo 401(k) Account with Trust Company of America providing custodial services to you and your Investment Advisor. This form also requires a separate adoption agreement with the EGTTA amendment to be completed and submitted with the account application.

Do not use this form if you will **not** be adopting the Trust Company of America Solo 401(k) Plan. If you are not adopting the Trust Company plan, use the Qualified Plan Custodial Account Application form.

There are three parties associated with the adoption of any 401(k) plan – Employer, Trustee, and Plan Participant. A business owner may represent all three parties for a SOLO 401(k) plan. Complete the application accordingly.

Where to get additional forms. If additional Trust Company forms are needed, you may either ask your investment advisor or client representative for a copy of the form or download the form online at www.trustamerica.com/advisor-forms.

You must **complete all required fields and provide all required additional forms and documentation** to expedite processing and to avoid requests for additional information. The only exceptions are if a section or entry is listed as 'optional' or 'if applicable'.

'Optional' indicates the section or entry is an elective and non-obligatory service or feature. By entering information in an optional section or entry, you are choosing to participate in the service or feature.

'If applicable' indicates the section or entry is required if certain conditions apply. These conditions are outlined in detail in these instructions.

Print or type all entries. Print clearly in all CAPITAL LETTERS to complete this application. To type entries, a fillable PDF of this form can be found online at www.trustamerica.com/advisor-forms.

Unknown information. If information is requested and you do not know where to obtain the requested information, contact your investment advisor or client representative for direction.

Section 1: Account Type

A. Account Type

Check the appropriate box to indicate the type of account you want to create with this application.

Definitions:

New Trust Company Plan Account is a new custodial account adopting the Trust Company of America Solo 401(k) Plan.

New Plan Account for an Existing Plan is a new custodial account for a previously existing SOLO(k) plan, and the existing plan will restate and adopt the Trust Company of America Solo 401(k) Plan.

Additional Participant Account for an Existing Trust Company Plan is a new custodial account to add an additional owner or spouse to an existing Trust Company of America Solo 401(k) Plan.

B. ROTH Provision

Check the box if you would like to elect or continue a ROTH provision for your account.

C. Additional Requirements

This section outlines any additional information requirements to complete an account application for each account type listed above. *Note: Additional information for beneficiaries and account funding may also be required to complete the application.*

Important: You must **provide all required information** to expedite processing and to avoid requests for additional information.

Adoption Agreement for Trust Company of America Standardized 401(k) Profit Sharing Plan and Trust with EGTTA Amendment form. Required if you are requesting a new Trust Company plan account.

Trust Company Roth 401(k) Amendment Form. Required to elect or continue a Roth Provision.

Current Plan Documents. If you are requesting a new plan account for an existing plan, you must provide a copy of the current plan documents. These are not available from Trust Company.

Additional Beneficiary(ies) Information Form. Recommended to designate more than three beneficiaries.

Institutional Transfer Form. Required if you are transferring an existing account to Trust Company of America.

Section 2: Employer

A. Employer Information

Enter all the employer information associated with the plan for this account including but not limited to employer name, address, tax identification number, and contact information.

Important: The tax identification number (EIN) is the tax identification number assigned to your business. Do not use your social security number. *Note: If your business does not have a tax identification number, you or your tax advisor may obtain one immediately online or by telephone; the instructions for IRS Form SS-4 (available on the IRS website at www.irs.gov) explain how to proceed.*

B. Street Address, if applicable

Check the 'My mailing address is my business street address' box, if the two addresses are the same. Your business street address must be provided if the mailing address above is a P.O. Box, mail drop, or is not your business street address.

C. Type of Business

Check the box indicating the employer's type of business. If other, check the box marked 'Other' and enter the type of business below. Then enter the business activity description and IRS business activity code.

IRS Business Activity Code. The IRS Business Activity Code is the same activity code required on IRS forms. If you do not know the activity code for your business, you may search for the appropriate code at www.naicscode.com

D. Trust Company Account Number (if applicable)

If you are adding an additional owner or spouse participant to an existing Trust Company Solo 401(k) Plan Account, enter the account number for the existing participant account.

Section 3: Participant Account Owner

A. Participant Account Owner

Enter the account owner information for this account including but not limited to name, address, social security number, date of birth, and contact information.

B. Street Address, if applicable

Check the 'My Mailing address is my residential street address' box, if the two addresses are the same. Your residential street address must be provided if the mailing address above is a P.O. Box, mail drop, or is not your residential street address.

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Section 4: Beneficiary(ies)

A. Marital Status

Check the appropriate box to indicate your marital status. If you are married and your spouse is not designated as the primary beneficiary, the signature of your spouse is required in this section.

B. Beneficiary(ies)

Enter the primary beneficiary(ies) and any contingent beneficiary(ies) information for this account. For each entry, check the appropriate box to indicate if the designated beneficiary is a primary or contingent beneficiary. Complete the "Additional Information Application Addendum" form if designating more than three beneficiaries.

Note:

- *The beneficiary must be an individual, trust, or entity. The beneficiary must be named on this form; 'spouse', 'children' or 'per stirpes' is not an acceptable designation.*
- *Beneficiary names provided without the social security number will be maintained on file. These names will not be displayed in your online account inquiry application.*
- *If more than one beneficiary is designated, each asset in the account will be divided based on the percent of account balance designation upon the account owner(s) death.*

Important: Due to the important tax consequences, if the residence of the account holder is located in a community property state, the account holder is married, and they are not naming their spouse as sole primary beneficiary, the beneficiary designations should be reviewed by a tax or legal advisor.

Percent of account balance. The percent of account balances must add up to 100% for the designated primary beneficiaries and 100% for the designated contingent beneficiaries. If the percentages do not add up to 100%, Trust Company will assume the beneficiaries own equal shares.

Note: If any primary or contingent beneficiary dies before the account owner does, their interest and the interest of their heirs will terminate completely. The percentage of account balance of any remaining primary beneficiaries will be increased proportionately. If no primary beneficiaries survive the account owner, the contingent beneficiaries will acquire the IRA at their designated percentages.

More than three beneficiaries. If you would like to designate additional beneficiaries, complete, sign, and provide an "Additional Information Application Addendum" form and check the 'Additional beneficiary information provided' box at the end of the section.

Trust as beneficiary. To designate a trust as a beneficiary enter the beneficiary information on this application as follows.

Name of beneficiary. Provide the full legal title of the trust. Include a list of all trustees and the date of the trust.

Social security number. Provide the Tax Identification Number (TIN) or the social security number for the trust.

Percent of account balance. Provide the percentage allocated to the trust.

If you need more space for trust information, complete, sign, and provide an "Additional Information Application Addendum" form and check the 'Additional beneficiary information provided' box at the end of the section.

Note: If the Tax Identification Number (TIN) for a trust is the same as another beneficiary's social security number, the beneficiary information for the trust will be maintained on file. The trust will not be displayed in your online account inquiry application.

No beneficiaries. If you do not designate a beneficiary with this application, check the 'No beneficiaries designated with this application' box at the end of the section. If no valid beneficiary information is designated for your account, your estate will be the beneficiary.

Note: Beneficiary information can be provided and/or modified at any time by completing and signing an "IRA Beneficiary Designation Request" form.

Section 5: Account Funding

Check the appropriate box(es) to indicate the methods by which this account will be funded. Select all that apply.

Important: You must provide all required information and/or documentation to expedite account funding.

By check. Make the check payable to Trust Company of America. The check must be dated on or after the plan effective date.

Important: In the memo line on the front of the check, write your new Trust Company of America account number, if available.

By federal wire. Notify your investment advisor in advance. Wires may only be sent on or after the account open date.

By systematic contributions by check. Make arrangements for checks to be sent by your employer to Trust Company of America. Specify deposit instructions identifying Employer and Employee contributions.

By systematic ACH contributions. Provide systematic ACH contribution and bank information in Section 6.

Transferring from another custodian or other financial institution. Complete, sign, and provide a "Transfer Request" form for each transferring account.

Section 6: Systematic Contribution (optional)

A. Systematic ACH Contribution

If you want to set up a systematic ACH contribution from your bank account to your Trust Company of America account, enter the contribution information in Section 6A. *Note: It takes approximately 7 days from receipt of this form for the systematic contribution to be activated. Systematic contributions will be deposited to models in the account according to the account's model contribution percentages.*

B. Bank Information

Provide a voided check with the application or enter your bank information. If you provide a voided check, check the 'Voided check provided in lieu of bank information' box on the application. If you do not provide a voided check, check the appropriate box to indicate if the account is a checking account or savings account and enter your banking information.

Section 7: Interested Third Party (optional)

If you would like another individual to receive copies of your statements and confirmations, enter their information and check the appropriate box to indicate the information you want them to receive.

Examples of frequent interested third parties are tax accountants, attorneys, and other types of personal representatives. *Note: You, your investment advisor, and your representative will automatically receive statements and confirmations.*

More than one interested third party. If you would like to designate additional interested third parties, complete, sign, and provide an "Additional Information Application Addendum" form and check the 'Additional interested third party information provided' box at the end of the section.

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Section 8: Electronic Delivery and Statement Family (optional)

A. Electronic Delivery (e-delivery)

Check the box to consent to e-delivery of statements and other account documents. By consenting to e-delivery of documents you agree to receive any or all required notices through e-delivery as well as your statements.

B. Statement Family

Check the appropriate box to either create a new Statement Family or add a new account to a current Statement Family. *Note: If adding to a current Statement Family, provide the account information of the primary account holder.*

IMPORTANT: If you have accounts with multiple advisors at Trust Company of America, only the accounts managed by a single investment advisor may be placed in a Statement Family.

Section 9: Plan Trustee

A. Trustee Information

Enter the Trustee information for the plan associated with this account. First, check the box indicating where the plan trustee name is located. Then enter the trustee's name and have each trustee sign the application. All Trustees are required to sign the application.

B. Multiple Trustees Authority to Act (if applicable)

If there is more than one trustee, check the appropriate box to indicate the trustees' authority to act.

Section 10: Account Management

A. Investment Advisor

Enter the name of the advisory firm managing your account.
Note: As the account owner, you are granting the exclusive authority to your Investment Advisor to direct the investment activities of this account.

B. Representative (if applicable)

If you are working with a representative of the advisory firm, enter the representative information.

Section 11: Signature

It is important for you to read and understand the terms and conditions covering this application before you sign.

Terms and conditions:

- Adoption Agreement for Trust Company of America Standardized 401(k) Profit Sharing Plan and Trust with EGTRRA Amendment (separate document)
- Account Agreement (Section 12)
- Trust Company of America Client Privacy (Section 13)
- Truth in Savings Disclosure (Section 14)

Sign and date. Read over the signature section carefully, then sign and date the application.

Final Checklist

You must complete all required fields and provide all required forms and documentation to expedite processing and to avoid unnecessary requests for additional information.

We recommend you use the following checklist to make sure you have completed the application.

For all applications:

- Specify account type you are applying for with this application
- Enter all required employer information
- Enter all required participant account owner information
- Specify marital status
- Enter beneficiary information
- Provide all account funding details
- Provide trustee details

- Enter your investment advisor's firm name
- Enter your representative's information, if applicable
- Sign and date

If applying for a new Trust Company plan account:

- Complete, sign, and attach an Adoption Agreement for Trust Company of America Standardized 401(k) Profit Sharing Plan and Trust with EGTRRA Amendment form
- Sign the EGTRRA Amendment form

If applying for a new plan account for an existing plan:

- Provide a copy of the existing plan documents

If adding an additional participant account to an existing Trust Company plan:

- Provide the Trust Company account number for the existing participant account in Section 2D

If electing or continuing a Solo 401(k) Roth Provision

- Complete, sign, and attach a Trust Company of America Roth 401(k) Amendment form

If attaching a check to fund the account:

- Enter the check amount in Section 5

If establishing a systematic contribution:

- Complete the information in Section 6

If transferring assets:

- Complete, sign, and provide a "Transfer Request" form for each transferring account
- Attach contribution history if transferring an existing plan.

If electing optional services or features:

- Enter Interested Third Party information
- Enter Statement Family Information

If attaching additional information, such as additional beneficiary information:

- Check the appropriate box(es) indicating additional information is attached

Return your completed application as instructed by your investment advisor or your client representative. Questions regarding this form should be directed to your investment advisor.

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SECTION 1: Account Type

A. ACCOUNT TYPE

Select one:

- New Trust Company Plan Account
- New Plan Account for an Existing Plan
- Additional Participant Account for an Existing Trust Company Plan

Note: If you will not be adopting the Trust Company of America Solo 401(k) Plan, do not use this application and complete the "Qualified Plan Custodial Account Application" form.

B. ROTH PROVISION

- Yes, I elect a Roth provision for my account.

C. ADDITIONAL REQUIREMENTS

Refer to Section 1C in "General Instructions" for additional documentation requirements.

SECTION 2: Employer

A. EMPLOYER INFORMATION

Business Name

Mailing Address

City State Zip+4

Federal Tax Identification Number (EIN)

Business Phone Email Address

B. STREET ADDRESS, if applicable

- Mailing address is business street address

Business Street Address (no P.O. Boxes)

City State Zip+4

C. TYPE OF BUSINESS

- Select one: Sole Proprietorship Partnership Corporation
 Other

If Other, Specify Type

Business Activity IRS Business Activity Code

D. TRUST COMPANY ACCOUNT NUMBER (if applicable)

If you are adding an additional owner or spouse participant to an existing Trust Company Solo 401(k) Plan Account, enter the account number for the existing participant account.

Trust Company Account Number

Trust Company Account Number

SECTION 3: Participant Account Owner

A. PARTICIPANT ACCOUNT OWNER

First Name MI Last Name

Mailing Address

City State Zip+4

Social Security Number Date of Birth

Work Phone Home Phone

Email Address

B. STREET ADDRESS, if applicable

- My mailing address is my residential street address

Residential Street Address (no P.O. Boxes)

City State Zip+4

SECTION 4: Beneficiary(ies)

A. MARITAL STATUS

- Select one: Non-Married Married

If your spouse is not designated as SOLE primary beneficiary, your spouse must sign below. *Note: Your spouse must also consent to subsequent change of beneficiary designation if they are no longer the sole primary beneficiary.*

Signature of Spouse Date

B. BENEFICIARY(IES)

I hereby designate the following person(s) as my beneficiary(ies).

1. Select one: Primary Beneficiary

Beneficiary Name

Social Security Number (if available) Date of Birth

Relationship Percent of Account Balance

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SECTION 4: Beneficiary(ies) Continued

2. Select one: Primary Beneficiary Contingent Beneficiary

Beneficiary Name

Social Security Number (if available) Date of Birth

Relationship Percent of Account Balance

3. Select one: Primary Beneficiary Contingent Beneficiary

Beneficiary Name

Social Security Number (if available) Date of Birth

Relationship Percent of Account Balance

Additional beneficiary information provided. *Note: Complete the "Additional Information Application Addendum" form.*

No beneficiaries designated with this application. *Note: If there is no valid beneficiary information designated, estate will be the beneficiary.*

SECTION 5: Account Funding

Select all that apply:

By check. Enclose a check payable to Trust Company of America. The check must be dated on or after the plan effective date.

Check Amount (\$)

By federal wire. Notify your Investment Advisor in advance. Wires may only be sent on or after the plan effective date.

By systematic contributions by check. Make arrangements for checks to be sent by your employer to Trust Company of America. Specify deposit instructions identifying Employer and Employee contributions.

By systematic ACH contributions. Provide systematic ACH contribution and bank information in Section 6.

Transferring from another custodian or financial institution. Include a completed "Transfer Request" form for each transferring account. Attach contribution history if transferring an existing plan.

Note: Trust Company will **not** accept checks or wires received or dated before the execution date (plan effective date) on the plan documents. The plan documents must also be on file with Trust Company prior to receiving any funds (or the plan documents must be received with the initial check funding the account).

Trust Company Account Number

SECTION 6: Systematic Contribution (optional)

A. SYSTEMATIC ACH CONTRIBUTION

IMPORTANT: SOLO 401(k) contributions made through a systematic ACH contribution will be credited as contributions for the year in which they are received. It takes approximately 7 days from receipt of this form for the systematic contribution to be activated.

Amount of Contribution (\$)

Month to Begin Contribution (see note above)

Frequency of Contribution:

Select one: Monthly Quarterly Semi-annually Annually

Day of Month to Withdraw Contribution:

Select one: 5th 25th

B. BANK INFORMATION

Select one:

- Voided check provided in lieu of bank information
 Checking account with the bank information below
 Savings account with the bank information below

Bank Name

ABA (Routing) Number

Name on Bank Account

Account Number

SECTION 7: Interested Third Party (optional)

Complete if you would like information provided to a third party. *Note: You, your investment advisor, and your representative automatically receive statements, deposit confirmations, tax forms, and online account access.*

Select all that apply: Statements Deposit Confirmations Tax Forms Online Account Access

Interested Party Name

Mailing Address

City

State

Zip+4

Additional interested third party information provided. *Note: Complete the "Additional Information Application Addendum" form.*

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SECTION 8: Electronic Delivery and Statement Family (optional)

A. ELECTRONIC DELIVERY (e-delivery)

With your consent Trust Company can electronically deliver a growing number of account documents including your account statements, reports, and required notices. In order to elect e-delivery you must maintain a valid email address with Trust Company and have access to a computer to retrieve the documents through a secure account login. By consenting to e-delivery of documents you agree to receive any or all required notices through e-delivery as well as your statements. You may withdraw your consent at any time either online through your account or in writing.

I consent to e-delivery of statements and other account documents.

B. STATEMENT FAMILY

Note: If creating a new or adding to a current Statement Family, provide the account information below.

Select one:

- Create a new Statement Family
 Add to current Statement Family

Trust Company Account Number of Primary Account Holder

Account Title

Last 4 digits of Social Security or Tax Identification Number

Investment Advisor

As account owner of the primary account, I hereby acknowledge the request to add accounts to my statements. I further attest I will hold Trust Company of America harmless from any loss, claim, expense or other liability for this action.

Primary Account Holder Authorization

SECTION 9: Plan Trustee

A. TRUSTEE INFORMATION

Select one:

- Trustee name is on the Trust Company Adoption Agreement
 Trustee name is on the existing plan documents

Trustee Name

Trustee Signature

Trustee Name

Trustee Signature

Trust Company Account Number

SECTION 9: Plan Trustee Continued

B. MULTIPLE TRUSTEES AUTHORITY TO ACT (if applicable)

If more than one trustee, select one: All trustees may act individually
 All trustees must act jointly

SECTION 10: Account Management

As account owner, I am granting the authority to the following Investment Advisor to direct the investment activities of this account:

A. INVESTMENT ADVISOR

Firm Name

B. REPRESENTATIVE (if applicable)

Representative Name

Firm Name Phone #

Mailing Address

City State Zip+4

SECTION 11: Signature

I have read and agree to be legally bound by the Trust Company of America corresponding Plan Agreements, Adoption Agreement with EGTRRA Amendment, and Account Agreement (Section 12) and I hereby appoint Trust Company of America to serve as custodian of my custodial account.

I have read and understand Trust Company of America's Client Privacy Information (Section 13) and Truth in Savings Disclosure (Section 14).

I have considered the concept of "employer" under Internal Revenue Service Code § 414 and confirm that this entity is an owner-only firm which can establish and maintain a Solo 401(k) plan. Trust Company of America must be informed immediately upon the hiring of an employee (except for the spouse of the owner) since the plan will no longer qualify as a Solo (k) plan.

I understand that the amount of the systematic contribution, if any, will remain the same until I submit a request to make a change. I certify that I have full authority to request monies be withdrawn from the bank account provided. I attest that the amount of the contributions will not exceed allowable limits into the plan and I maintain all responsibility in monitoring these contributions to ensure that contributions are not being made that will disqualify the plan. In the event an ACH entry is incorrect, Trust Company of America reserves the right to submit correcting entries. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. Law.

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SECTION 12: Account Agreement Continued

2. Unless a separate designation of beneficiary is received by Trust Company of America, in the event any primary or contingent beneficiary dies before I do, his or her interest and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining beneficiary(ies) shall be increased on a pro rata basis. If no primary beneficiary(ies) survives me, the contingent beneficiary(ies) shall acquire the designated share of this account.
3. In consideration for the services provided by the Custodian as described in the first paragraph, Owner agrees to pay Custodian fees and reimbursement for expenses for services rendered and any extraordinary expenses of Custodian, including legal fees incurred in the administration of the account(s). Owner authorizes Custodian to deduct fees from the account(s) or liquidate assets to pay for such fees. Custodian and Investment Advisor have entered into a separate arrangement which details the source of fee income to the Custodian. Owner hereby ratifies such fee arrangement, as it may be in effect from time to time. The Investment Advisor will provide to the Owner upon request a schedule of the fees Custodian charges for the services provided under this Agreement. Custodian reserves the right to modify the schedule of fees.
4. In addition to the payments under Paragraph 3 of this Section 10, Owner agrees that Custodian and/or its affiliates shall be entitled to receive (i) net interest income from the financial institutions into which "sweep account" deposits are made, (ii) 12b-1 fees, directed commissions, sub accounting fees and/or administrative fees from mutual funds in which assets of the account are invested and/or from other persons associated with such mutual funds, and (iii) securities broker/dealer commissions for executing trades of securities.
5. Owner will provide Custodian with any information Custodian may require in order to properly carry out its duties hereunder. Trade summaries, statements of account activity and fee billings and other reports shall be promptly reviewed by the person to whom sent and Custodian shall not be responsible for any discrepancies that are disclosed on such summaries, statements or reports unless the Custodian is notified within 10 days from the date mailed of the discrepancy by the person receiving such summary, statement or report. Notwithstanding anything herein to the contrary, it is understood and agreed that Custodian shall not be liable to Owner for any acts or omissions of Custodian so long as Custodian's conduct did not constitute gross negligence or willful misconduct nor shall Custodian be liable for undertaking any acts or instructions from the Owner, or Investment Advisor or for failing to undertake any act due to the absence of such instructions. Owner agrees to indemnify and hold Custodian harmless from and against any liabilities and expenses (including, without limitation, reasonable attorney's fees) arising out of or in connection with this Agreement (so long as Custodian's acts did not constitute gross negligence or willful misconduct).
6. This Agreement may be terminated by either party by giving to the other party written notice of intention to terminate at least thirty days before the termination date specified in such notice or on such earlier date as may be mutually agreed upon. In the event of any such termination, Custodian will deliver to Owner or as directed by Owner, or to any person to whom delivery may be ordered by any court having jurisdiction, a final accounting and any assets which it may hold pursuant to this Agreement, after deducting there from the amount of any fees payable to Custodian under the terms of this Agreement (if no cash is available to pay fees due and Owner does not pay such fees within twenty days after notice from Custodian, Custodian may sell assets for cash in order to pay fees due). Upon such termination, Custodian and Owner agree to cooperate with each other in the orderly transition of assets and account maintenance responsibilities.
7. Custodian shall not be obligated to commence or defend any legal action of Owner unless Custodian agrees thereto and Custodian is fully indemnified in connection therewith. Any associated legal fees will be the responsibility of the account owner.
8. All notices, instructions and other communications shall be in writing (or if verbal, followed promptly by written documentation) and shall be hand delivered or sent by first class mail, postage prepaid, or sent by facsimile, to the Custodian's principal place of business. Any party may change its address for notices hereunder by giving notice of such change to the other party.
9. Custodian may conclusively rely on the authenticity of any notice, instructions, or other communication received by it from Owner or the Investment Advisor so long as Custodian, acting in good faith, believes the notice, instruction, or communication to be genuine. This Agreement shall be binding upon, and inure to the benefit of, the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

SECTION 12: Account Agreement Continued

10. It is mutually understood and agreed that this Agreement and all duties, obligations and rights created thereby shall be governed by the laws of the State of Colorado, applicable to contracts made and to be performed in that state.
11. Any controversy, claim or dispute arising out of or relating to this Agreement or any action taken pursuant to the Agreement or the performance, nonperformance, enforcement, operation or breach thereof shall be settled by arbitration in accordance with the rules then pertaining of the American Arbitration Association. Such arbitration proceedings shall take place in Denver, Colorado, and judgment upon award rendered may be entered in any court having jurisdiction thereof.
12. Any Investment Advisor advertisement appearing on Custodian's written materials, including Investment Advisor logos, is solely for the purpose of identification and clarification, and does not denote any affiliation or partnership. Further, Owner acknowledges that the Investment Advisor has disclosed to the Owner Investment Advisor's fees, and the fees may be used to pay Custodian Fees. In the event of termination of the Service agreement between Custodian and your Investment Advisor, these fees will be charged to the owner.
13. Custodian may modify or amend this Agreement upon 30 days' prior written notice to the Owner, but no such modification or amendment will affect obligations incurred by the Owner or the Investment Advisor prior to the effective date of such modification or amendment.
14. If any provision contained in the Agreement conflicts with any IRS, FDIC, FINRA, or other regulatory agency rules and regulations, the applicable rules and regulations shall prevail.
15. Custodian may execute credit/debit transactions in the account via Automated Clearing House (ACH) credit/debit and origination of ACH transactions by owner will comply with the operating rules of the National Automated Clearing House Association (NACHA). Corporate account owners not subject to the Electronic Fund Transfer Act authorize the Custodian to execute credit/debit transactions in the account per the Uniform Commercial Code Article 4A as well as the operating rules of NACHA.
16. Owner acknowledges that this agreement and all transactions executed in the account shall be subject to all applicable federal and state laws and regulations, and the rules and regulations of the exchange, market or clearinghouse where such transactions are executed.

SECTION 13: Trust Company of America Client Privacy

Trust Company of America (Trust Company) does not disclose any non-public information about you to non-affiliated third parties unless:

- Authorized by you;
- To protect the confidentiality or security of our records pertaining to you, service, product or transaction;
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
- To persons holding a legal or beneficial interest relating to you;
- To persons acting in a fiduciary or representative capacity on behalf of you;
- To respond to judicial process or government regulatory authorities;
- To comply with Federal, State, or local laws, rules and other applicable legal requirements; and
- To comply with a properly authorized civil, criminal, or regulatory investigation, or subpoena or summons by Federal, State, or local authorities.

Trust Company collects non-public information from:

- You on applications or other forms;
- Information about your transactions with our affiliates, others, or us.

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.

Trust Company restricts access to your personal and account information to persons who provide products or services to you. Trust Company maintains physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

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SECTION 14: Truth in Savings

An institutional account is defined as an account that is managed by an investment advisor who has an agreement with Trust Company of America.

VARIABLE RATE. At our discretion, interest rates and annual percentage yields may change. Please contact your Customer Service Department for current interest rates.

COMPOUNDING AND CREDITING. Interest will be compounded daily. Interest will be credited to your account monthly.

EFFECT OF CLOSING AN ACCOUNT. If you close your account before interest is credited, you will not receive the accrued interest.

BALANCE COMPUTATION METHOD. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

ACCRUAL OF INTEREST ON NON-CASH DEPOSITS. Interest begins to accrue no later than the business day we receive credit for non-cash items¹ (for example, checks).

TRANSACTION LIMITATIONS. Withdrawals from IRA and qualified retirement plan accounts are subject to IRS and ERISA distribution regulations.

FEES. No fee is imposed in connection with your account, but if applicable, investment advisory fees, custodial fees etc. may be charged against your account. (See your investment advisory agreement for fee information.)

¹ Item is defined in the Uniform Commercial Code as "an instrument or a promise or order to pay money handled by a bank for collection or payment."

-End Form-