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# Trust/Custodial Administration Application

Client Agreement for Trust/Custodial Administration

PTC Account Number

Where did you hear about Preferred Trust Company?

## SECTION 1 | Type of Account

Custodial  Trust

## SECTION 2 | Type of Trust

Revocable Living Trust       Charitable Trust       Special Needs Trust  
 Irrevocable Trust       Asset Protection Trust       Irrevocable Life Insurance Trust  
 Marital Deduction /Family Trust       Dynasty Trust       Other

## SECTION 3 | Trust Information

Name of Trust

Entity Tax ID  Effective Date of Trust  Governing Regulatory Body

## SECTION 4 | Trustor/Grantor Information

To help the government fight the funding of terrorism and money laundering activities, Federal law (Section 326 of the USA PATRIOT Act of 2001) requires all financial institutions to obtain, verify and record information that identifies each individual or institution who opens an account with Preferred Trust Company. When you open an account, we are required to obtain your name, address, date of birth, social security number or tax identification number and other information that will allow us to identify you. As appropriate, we may also ask to see your driver's license or other identifying documents. This information will be verified to ensure the identity of all persons opening an account. The information may be compared to information obtained through third party sources, as permitted by law. If we cannot verify this information, your account may not be opened, or it may be restricted and/or closed. Preferred Trust Company is not responsible for any losses or damages including, but not limited to, lost opportunities you may incur.

First Name  Initial  Last Name

SSN  DOB (MM/DD/YY)  Email

Phone Number  Cell Phone Number

Street Address  City  State  Zip Code

Approved documents include any unexpired, government issued photo ID including a driver's license, U.S. Passport, state issued photo ID card and military ID.

Identification Type  Identification Number  State Issued  Issue Date

Expiration Date

## SECTION 5 | Trustee Information (if applicable)

To help the government fight the funding of terrorism and money laundering activities, Federal law (Section 326 of the USA PATRIOT Act of 2001) requires all financial institutions to obtain, verify and record information that identifies each individual or institution who opens an account with Preferred Trust Company. When you open an account, we are required to obtain your name, address, date of birth, social security number or tax identification number and other information that will allow us to identify you. As appropriate, we may also ask to see your driver's license or other identifying documents. This information will be verified to ensure the identity of all persons opening an account. The information may be compared to information obtained through third party sources, as permitted by law. If we cannot verify this information, your account may not be opened, or it may be restricted and/or closed. Preferred Trust Company is not responsible for any losses or damages including, but not limited to, lost opportunities you may incur.

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Street Address  City  State  Zip Code

Approved documents include any unexpired, government issued photo ID including a driver's license, U.S. Passport, state issued photo ID card and military ID.

Identification Type  Identification Number  Issue Date  Expiration Date

## SECTION 6 | Co-Trustee Information (if applicable)

To help the government fight the funding of terrorism and money laundering activities, Federal law (Section 326 of the USA PATRIOT Act of 2001) requires all financial institutions to obtain, verify and record information that identifies each individual or institution who opens an account with Preferred Trust Company. When you open an account, we are required to obtain your name, address, date of birth, social security number or tax identification number and other information that will allow us to identify you. As appropriate, we may also ask to see your driver's license or other identifying documents. This information will be verified to ensure the identity of all persons opening an account. The information may be compared to information obtained through third party sources, as permitted by law. If we cannot verify this information, your account may not be opened, or it may be restricted and/or closed. Preferred Trust Company is not responsible for any losses or damages including, but not limited to, lost opportunities you may incur.

First Name  Initial  Last Name

SSN  DOB (MM/DD/YY)  Email

Phone Number  Cell Phone Number

Street Address  City  State  Zip Code

Approved documents include any unexpired, government issued photo ID including a driver's license, U.S. Passport, state issued photo ID card and military ID.

Identification Type  Identification Number  Issue Date  Expiration Date

## SECTION 7 | Investment Advisor Information

Investment Advisor Name  Institution or Broker/Dealer Name

Street Address  City  State  Zip Code

Business Phone Number  Cell Phone Number  Email

## SECTION 8 | Attorney Information

Attorney Name  Associated Firm Name

Street Address  City  State  Zip Code

Business Phone Number  Cell Phone Number  Email

## SECTION 9 | Accountant Information

Accountant Name  Associated Firm Name

Street Address  City  State  Zip Code

Business Phone Number  Cell Phone Number  Email

## SECTION 10 | Trust Protector Information

Protector Name  Associated Firm Name

Street Address  City  State  Zip Code

Business Phone Number  Cell Phone Number  Email

## SECTION 11 | Beneficiary Information

### BENEFICIARY TYPE

Primary  Contingent

Share %  Name of Beneficiary

Beneficiary DOB (MM/DD/YY)  SSN or Taxpayer ID  Relationship to IRA Owner

Street Address  City  State  Zip Code

Phone Number  Email

### BENEFICIARY TYPE

Primary  Contingent

Share %  Name of Beneficiary

Beneficiary DOB (MM/DD/YY)  SSN or Taxpayer ID  Relationship to IRA Owner

Street Address  City  State  Zip Code

Phone Number  Email

### BENEFICIARY TYPE

Primary  Contingent

Share %  Name of Beneficiary

Beneficiary DOB (MM/DD/YY)  SSN or Taxpayer ID  Relationship to IRA Owner

Street Address  City  State  Zip Code

Phone Number  Email

## SECTION 12 | Assets Held in Trust

- Mutual Funds
- Annuities
- Other Securities
- Life Insurance Policies
- Other

## SECTION 13 | Trust Administration Options /Instructions

Tax ID Number of Trust will be obtained by  Grantor ,  Attorney or  Preferred Trust Company.

If Grantor Trust, will the **Grantor's** SSN or TIN be used?  SSN  TIN

Who is responsible for Trust income tax returns?  Attorney  Accountant  Preferred Trust Company

**If Preferred Trust Company is the Trustee of the Trust the following must be provided or will be the result of Preferred Trust Company as Trustee:**

1. Preferred Trust Company 's name and address must be used as Trustee on all assets held by the Trust.
2. Preferred Trust Company will maintain original Trust documents and amendments thereto, assignments, insurance policies, etc.
3. Provide transition list of assets contributed to Trust and value on schedule attached to Trust documentation.

**Additional information required for Asset Protection Trusts:**

1. Two previous years income tax returns of Grantor.
2. Recent Financial Statement of Grantor.
3. Solvency letter (available upon request) addressed to Grantor's attorney and signed by Grantor.

**Additional information required for Successor Trustee:**

1. A current year-to-date accounting of the trust and an accounting for the prior year.
2. Last 3 years Trust income tax returns.

## SECTION 14 | Privacy Policy

Preferred Trust Company, LLC ("PTC") is committed to safeguarding the non-public personal information that you provide us. This Privacy Policy describes how we handle and protect non-public personal information we collect about individuals such as you, who apply for or receive our products and services.

### Why and How We Collect Personal Information

When you open an account with PTC, we collect non-public personal information about you for business purposes, such as evaluating your financial needs, processing your requests and transactions, informing you about services that may be of interest to you, and providing customer service. Some of the information we collect may include any of the following:

- Information you provide to us on applications and other forms, such as your name, address, date of birth, social security number, occupation, assets, and income;
- Information about your transactions with us; and
- Information you provide to us to verify your identity, such as a passport, or received from other entities not affiliated with PTC.

### How We Protect Information

We limit access to your non-public personal information to those employees who need to know in order to conduct our business, service your account, and help you achieve your financial objectives. Our employees are required to maintain and protect the confidentiality of your non-public personal information and must follow established procedures to do so. We maintain physical, electronic, and procedural safeguards to protect your non-public personal information. We do not rent or sell your name or non-public personal information to anyone. PTC does not disclose any non-public personal information about our customers or former customers to anyone.

### Disclosure to Non-Affiliated Third Parties

In order to support the financial products and services we provide to you, we may share the information described above with third-party service providers and joint marketers not affiliated with us, including, but not limited to:

- Companies under contract to perform services for us or on our behalf, such as vendors that prepare and mail statements and transaction confirmations or provide data processing, computer software maintenance and development, transaction processing and marketing services.

These companies acting on our behalf are required to keep your non-public personal information confidential.

In addition, we may disclose information to cooperate with regulatory authorities and law enforcement agencies to comply with subpoenas or other official requests, and as necessary to protect our rights or property.

### Accessing and Revisiting Your Personal Information

We strive to keep our customer files complete and accurate and in doing so, provide you reasonable access to any and all information we collect. Most of this information is contained in the account statements that you receive from us. We encourage you to review this information and notify us if you believe any information should be corrected or updated. If you have a question or concern about your non-public personal information or this privacy notice, please contact a PTC representative.

## SECTION 15 | Preferred Trust Company Client Agreement for Trust Administration

The Client named in the Trust Application to which the Agreement is attached and made part of, (hereinafter, the "Client"), does hereby appoint Preferred Trust Company to act as trustee (the "Trustee") of certain cash, securities and property initially placed in the Client's Trust(s) (the "Trust") with such other cash, securities and property that the Client may deliver to the Trustee or that the Trustee may collect on behalf of the Trust. All such cash, securities and property held from time to time in the Trust are referred to as "Trust Assets".

The Client specifically acknowledges and agrees that with respect to the Client's Investment Advisory Firm/Financial Institution (the "Firm") named in the Application:

1. The Client and not the Trustee is responsible for investigating and selecting the Firm;
2. The Firm is not affiliated with or controlled or employed by the Trustee, and the Trustee has not approved, recommended or endorsed the Firm;
3. The Trustee is not responsible for supervising or monitoring trading by the Firm in the Client's Trust;
4. The Trustee may provide to the Client's Firm information about investments or investment strategies, but the Client acknowledges that the Trustee does not give tax or legal advice, or advises the Firm on the nature, potential value or suitability of the Client of any particular investment or investment strategies;
5. The Client has authorized the Firm to be the Client's agent, and in such capacity to provide instructions to the Trustee for transactions in the Client's Trust, and to take all other actions necessary or incidental to execution of such instructions. The Firm's authority will include, without limitation, authority to provide instructions to the Trustee for transactions for the Client's benefit, in securities and financial instruments for the Client's Trust, such as stocks, bonds, notes, money market and mutual funds, and other marketable securities and instruments, and authority to provide instructions to the Trustee on any requirements or reallocations of any portfolios selected by the Client, provided, however, in no event shall the Firm be authorized to direct Trustee as Client's attorney-in-fact, to withdraw money, securities, or any other assets from Client's Trust without the express written consent of Client delivered to Trustee;
6. The Client agrees that the Trustee will not be liable for any loss, liability, cost or expense for acting upon instructions of the Firm, believed by the Trustee to be genuine in accordance with this Agreement and the Application;
7. Joint Client understands that each Joint Client authority to transact business individually on behalf of the Trust, as fully and completely as if such, Joint Clients were the sole owner of the Trust. Subject to Trust policies, Trustee may accept written orders and instructions, with respect to the Trust from each Joint Client, without notice to any other Joint Client, or the receipt, transfer, and withdrawal of funds by check, wire transfer, or otherwise and for the purchase, sale, exchange, transfer, or other disposition of Trust Assets. All Joint Client's further agree that all Trust Assets that Trustee may be holding for any of them, either in the Trust or otherwise, shall be subject to a lien for the discharge of the obligations of the Trust to the Trustee, such lien to be in addition to any rights and remedies Trustee may otherwise have.

The Client specifically authorizes the Trustee to take all of the following actions with respect to the Trust and the Trust Assets:

1. Provide safekeeping for Trust Assets;
2. Buy, sell, redeem, exchange, receive or deliver Trust Assets as directed by the Client's Firm, and pending specific directions from the Firm, invest any cash in such short-term investments as the Trustee deems appropriate including, without limitation, money market funds and repurchase agreements from which the Trustee or its affiliates may receive fees, provided, however, in no event shall the Firm be authorized to direct Trustee to withdraw money, securities, or any other assets from Client's Trust without the express written consent of Client delivered to Trustee;
3. Disburse cash from the Trust in accordance with instructions properly executed by the Client;
4. Collect Income from Trust Assets and deduct and pay all charges and expenses relating to the Trust, including without limitation, the fees of the Firm and the Trustee, brokerage commissions, and any other fees and charges applicable to the Trust;
5. Collect the proceeds of Trust Assets maturing or called for redemption or otherwise payable;
6. Hold registered securities in nominee registration or in street name, as defined on the certificate;
7. Forward voluntary corporate actions, including proxies, to either the Firm to act upon at their discretion, or as otherwise directed by the Client on the application;
8. Maintain appropriate records of Trust Assets, including all purchases, redemptions, sales and exchanges and furnish statements of transactions on demand to the Client and the Firm;
  - a. With respect to all withdrawals from the Trust, Trustee is authorized to rely on instructions, as communicated to Trustee in accordance with Trustee's security verification procedures, without further inquiry or verification of the Client's identity by Trustee;
  - b. All Trust Assets held by Trustee shall be subject to a lien for the discharge of all Client's indebtedness and obligations to Trustee, including any fees and charged owed to Trustee by Client, and are to be held by Trustee as security for the payment of any such indebtedness or obligations in the Trust. Trustee shall have the right to redeem Trust Assets held by Trustee in the Trust to satisfy Client's obligations or indebtedness without further notice or demand. In enforcing its lien, Trustee shall have the discretion to determine which assets in the Trust are to be redeemed agrees that Trustee shall be held completely harmless from and in any claim, dispute, arbitration or judicial proceeding by reason of its exercise of such discretion.

As compensation for its custodial services, the Trustee shall receive compensation in accordance with its standard schedule of fees, as amended from time to time. If establishing an Individual Retirement Trust, please note that the Trustee shall retain, as part of its compensation, any interest earned on the float associated with payments from Trust Assets and drawn on an omnibus demand deposit trust. Additionally, cash received by Preferred Trust Company that, due to trading or cash movement deadlines, remains un-invested in an omnibus trust for a short time may also generate float that Preferred Trust Company will retain as compensation. The current fee schedule is attached herein. Changes to the fee schedule may be effected by the Trustee upon (30) thirty days written notice to the Trust.

The Client acknowledges that Trustee prohibits investments by or on behalf of the following persons (each a "Prohibited Client"): 1) a person whose name appears on the List of Specially Designated Nationals and Blocked Person maintained by the U.S. Office of Foreign Assets Control ("OFAC"); 2) a foreign shell bank, as defined by the USA Patriot Act; or 3) a person or entity resident in or whose funds are transferred from or through a Trust in a Non-Cooperative Country or Territory, as defined by the Financial Action Task Force.

The Client represents and agrees 1) that all evidence of identity provided is genuine and all related information furnished is accurate; 2) to provide any information deemed necessary by Trustee in its sole discretion to comply with its anti-money laundering program and related responsibilities from time to time; 3) that the Client represents and covenants that neither it, nor any person controlling, controlled by, or under common control with, Trust, or any person having a beneficial interest in Trust, is a Prohibited Client, and that it is not currently or will not open a Trust with Trustee on behalf of or for the benefit of any Prohibited Client agrees to promptly notify Trustee of any change in information affecting this representation and covenant.

The Client acknowledges that investments by the Client may be refused and/or a request for redemption may be delayed or declined if Trustee reasonably believes it does not have satisfactory evidence of Client's identity.

The Client acknowledges that, if, following its trust opening, Trustee reasonably believes that Client is a "Prohibited Client," has otherwise breached its representations and covenants hereunder, or has engaged in a transaction that the Trustee reasonably believes to be suspicious, Trustee may freeze the Clients trust, prohibit additional investments, decline any redemption requests and/or segregate the assets constituting the investment, redeem or sell the assets, or take any other action reasonably believed to be necessary by Trustee in its sole discretion. Client shall have no claim against Trustee, or its affiliates, for any damages as a result of the aforementioned actions.

The Client elects to waive his or her right to receive a written confirmation of each purchase, redemption, sale or exchange of a security and directs the Trustee to provide basic details of each such transaction by the delivery of monthly statements as provided above.

The Client acknowledges that the Trustee has not made an endorsement or recommendation with respect to the nature or quality of the investments made available to the Client and that Trust Assets are not the Trustee's obligation and are not insured by the Federal Deposit Insurance Corporation. Further, the Client understands that neither the value of Trust Assets nor their rate of return are guaranteed.

The Client agrees to hold the Trustee harmless against and indemnify and reimburse the Trustee for any liability, loss, damage or expense (including attorney's fees) incurred any way in connection with the Trust or Trust Assets except where such loss or damage directly results from gross negligence or willful misconduct of the Trustee.

The Trustee shall not be under any obligation to defend any legal action or engage in any legal proceedings with respect to the Trust.

This Agreement shall be governed under the laws of the state of Nevada and may be modified only in writing, executed by both the Client and the Trustee. Each party may terminate this agreement at any time by giving at least thirty (30) days written notice to the other to that effect. Trustee may transfer or assign its right and obligations under this agreement upon thirty (30) days written notice to the Client. Trustee may terminate this agreement at any time, without prior written notice to the Client, if Trustee believes that Client is a "Prohibited Client", or Client has engaged in a transaction that the Trustee reasonably believes to be suspicious.

## SECTION 16 | Preferred Trust Company Fee Schedule

### TRUST ESTABLISHMENT FEE

**Trust Establishment Fee\*** **\$500**

\*The Trust Establishment Fee is a one time fee to establish the Account. This fee can be paid by check, credit card, or authorized by the Account Owner from the initial transfer of funds to the Account.

### TRUST ADMINISTRATION FEE

**Annual Trust Administration Fee\*** **Varies based on Account Value**

\*The initial Trust Administration Fee is assessed based on the account value (cash and assets) and due at the time of the trust is establishment. The Trust Administration Fee is due on the anniversary of the establishment date thereafter based on the current account value and will be deducted from the available cash balance from the Account or billed to the Trustor/Grantor. The Trust Administration Fee is inclusive of all investment transactional requests throughout the year, contribution, distributions, and online account access.

Account Value	Annual Account Administration Fee 1% of Account Value
\$0 - \$50,000	<b>\$500</b>
\$50,001 - \$100,000	<b>\$500 to \$1,000</b>
\$100,001 - \$200,000	<b>\$1,000 to \$2,000</b>
\$200,001 - \$300,000	<b>\$2,000 to \$3,000</b>
\$300,001 - \$400,000	<b>\$3,000 to \$4,000</b>
\$400,001 - \$500,000	<b>\$4,000 to \$5,000</b>
\$500,001 - \$600,000	<b>\$5,000 to \$6,000</b>
\$600,001 and up	<b>\$6,000 and up</b>

### TRANSACTION AND OTHER SERVICE RELATED ACCOUNT FEES

Securities Investments by Direction	<b>FREE</b>
Proof of Funds Letter	<b>FREE</b>
Notary Service	<b>FREE</b>
Contributions	<b>FREE</b>
Distribution (ACH or check)	<b>FREE</b>
Account Termination Fee	<b>\$500</b>
Incoming / Outgoing Wire Fee	<b>\$30</b>
Overnight Delivery Fee	<b>\$40</b>
Stop Payment / Return Check Fee	<b>\$30</b>
ACH/Wire Rejection Fee	<b>\$30</b>
Service/Research Fee	<b>\$100 per hour</b>
Tax Preparation Professional Fee	<b>TBD</b>

The Grantor/Trustor (if elected to have Trustee complete annual tax filing) will be provided by Trustee an estimate to be approved by Grantor/Trustor each year for tax preparation professional fee.

A fee is assessed to the Grantor/Trustee upon the completion of the requested service as defined in the Preferred Trust Company, LLC Fee Schedule. An Account must maintain a minimum cash balance of \$500.00. If fees remain outstanding past 30 days and the Account has no assets in the Account, Preferred Trust Company, LLC reserves the right to close the Account without prior notice to the Grantor/Trustee. In the event of the aforementioned account closure, Preferred Trust Company, LLC reserves the right to assess (from the cash value of the Account) the Account Termination Fee. Preferred Trust Company, LLC reserves the right to increase the Trust Administration Fee to the appropriate account value tier if, within thirty (30) days subsequent to the date in which said fee was paid, the account value exceeds the estimated fee level assessed, due to an account transfer. In the event of an increase as aforementioned, Preferred Trust Company, LLC additionally reserves the right to obtain the excess amount owed. The Trust Establishment fee is non-refundable. Preferred Trust Company, LLC reserves the right to effect changes to the Fee Schedule upon thirty (30) days written notice to the Grantor/Trustee at the address/email shown on record.

## SECTION 17 | Acknowledgement Signature

By signing this application and agreement, I/we acknowledge, agree, and /or certify that; **(a)** I (we) have read, understand, and agree to the terms in the Client Agreement for Trust Administration, **(b)** if applicable, under penalties or perjury that the social security number/tax ID number listed on this form is correct, **(c)** I/we will have the primary responsibility for communication regarding my account except as may be otherwise required by law, rule or regulation, including without limitation account statements, and as Preferred Trust Company may otherwise reasonably deem necessary, **(d)** I have been advised of fees related to the administration of my account, **(e)** I/we acknowledge that Preferred Trust Company will verify the information I provide on this application through a third-party provider in accordance with federal and state law. I/we authorize Preferred Trust Company to make inquiries for the purpose of verifying my/our identity. I/we further authorize Preferred Trust Company to disclose the results of such inquiries relating to the verification of my/our identity with my investment advisor. I/we understand that Preferred Trust Company may share this information with its affiliates to determine my eligibility for other products and services those affiliates may offer. I may opt out of such information by providing Preferred Trust Company with written notification, **(f)** I authorize Preferred Trust Company to act upon my direction. This Client Trust Administration Agreement shall remain in effect until revoked, modified or amended by the Client upon thirty (30) days written notice to the Trustee.

### Electronic Signature

The parties agree that the electronic signature of a party to this Agreement shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act or any similar state law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary. This electronic signature shall be effective to bind this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents based on the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

Signature of Trustor/Grantor

Date

Signature of Co-Trustee

Date

Signature Trustee/Custodian

Date