

Retirement Plan Certification



| Sub Firm # | BR Code | FA Code | Account Number |
|------------|---------|---------|----------------|
| 211 | | | |

(Office Use Only)

1 Identification of Plan

The legal retirement plan and trust name ("Plan") as outlined in the plan document to which this Certification applies is:
(example: XYZ, Inc. Profit Sharing Plan)

Original Effective Date of the Plan

Business Phone

Business Mailing Address

City

State

ZIP Code

Business Legal Address (If mailing address is a P.O. Box or different from Home address. *NOTE: P.O. Box is not a legal address.*)

Employer Identification Number (EIN) or Plan Tax Identification Number if operating under separate TIN:

2 Nature of Plan

The Plan is classified as the following type:

ERISA

- 401(k) Plan
- Individual 401(k) Plan
- Profit-Sharing Plan
- Defined Benefit/Cash Balance Plan
- Other:

3 Plan Investments

- Trustee Directed
- Participant Directed

4 Trustee(s)

Trustee Name *(please print)*

Trustee Name *(please print)*

Trustee Name *(please print)*

Trustee Name *(please print)*

Trustee Name *(please print)*

Trustee Name *(please print)*

5 Participant

For Participant Directed Plan Accounts. Designating a participant indicates the participant is authorized to direct the investment of his/her account. Only applicable to internal brokerage accounts.

Participant Name *(please print)*

*Account(s) carried by First Clearing. First Clearing is a trade name used by Wells Fargo Clearing Services, LLC, a registered broker-dealer and non-bank affiliate of Wells Fargo & Company.

To: **Trade-PMR, Inc.** ("Introducing Firm")

In consideration of Introducing Firm accepting and agreeing to act as my broker and of First Clearing* carrying the account(s) of the undersigned, I agree to the following with respect to any of my Plan accounts with you. Throughout this Certification, "I," "me," "my," "we," and "us" and "the undersigned" refer to authorized signers and all others who are legally obligated on this account. "You" and "your" refer to Introducing Firm and First Clearing, their subsidiaries and affiliates, officers, directors, agents, and employees.

TRUST AND TRUSTEE REPRESENTATIONS. The Trust and the signed Trustees (if more than one, then jointly and severally) hereby represent, warrant, and agree as follows:

1. The Trust, the Trustees, the person(s) designated to give investment instructions on behalf of the Trust, and any other fiduciary with respect to the Trust will not engage in, nor permit the Trust to engage in any "prohibited transaction" (as defined by applicable statute and regulations).
2. The Trust, the Trustees, the person(s) designated to give investment instructions on behalf of the Trust, and any other fiduciary with respect to the Trust will maintain all required and necessary records, and will give any documentation reasonably requested by you.
3. The Plan's definition of the term "fiduciary" is not so worded as to include the normal functions of a brokerage firm, either directly by naming brokerage firms as "named fiduciaries," or indirectly within the scope of the definition.
4. Only applicable to internal brokerage accounts, to the extent that a participant is designated in this Certification to direct investment of his/her Plan account, the Trustee certifies that the Plan and Trust permit self-direction of investments by the participant, including investment in one or more advisory programs maintained with/or advised by the Introducing Firm.
5. You do not sponsor prototype plan document services for any of the plan types listed under Nature of Plan on the previous page. You do not review, hold, or maintain any plan or trust documents, including adoption agreements, on behalf of the Plan or the employer.
6. You do not serve as a Trustee, Custodian, or Plan Administrator for the Plan.
7. First Clearing and Introducing Firm are not responsible for the plan administration functions, which include, but are not limited to the following:
 - a) Appointing and hiring the Trustee(s) and third party administrator/provider of their retirement Plan document. The employer will rely on their third party administrator/provider of their retirement Plan document to keep the Plan document in compliance with applicable tax rules and regulations. The account(s) for the Plan should not be funded until the Plan document has been completed and executed by the employer and Trustee of the Plan.
 - b) Withholding and remitting income taxes on distributions and disbursements from the Plan and issuing IRS 1099-Rs in accordance with applicable law.
 - c) Administering the Plan, providing Plan benefit statements to participants in accordance with the content and delivery requirements of applicable law and maintaining all Plan records, including the qualified plan document (should be kept for the life of the Plan by the plan administrator).
 - d) Overseeing all Plan fiduciaries and hired professionals to ensure they are operating in the best interest of the participants.
 - e) Determining participant eligibility.
 - f) Calculating contribution amounts.
 - g) Calculating required minimum distributions (RMDs) and deemed distributions.
 - h) Determining whether a domestic relations order is qualified and shall notify the participant and the alternate payee of its determination.
 - i) Collecting and maintaining beneficiary designation records for participants in the Plan. WFA does not provide beneficiary designation forms, retain a copy of the completed beneficiary form or include beneficiary designations on the qualified Plan account registration. The plan administrator also keeps current addresses on file for all participants who have assets in the Plan, even if no longer employed.
 - j) Providing all required applicable notices to participants and/or beneficiaries including special tax notice on distributions.
 - k) Preparing and timely filing of the applicable IRS Form 5500 for the Plan.
8. As fiduciary, the plan administrator and Trustee(s) are required to carry out his or her duties with respect to the Plan solely in the interest of the participants and beneficiaries. The employer must ensure that the Plan remains qualified by operating the Plan in accordance with the Plan documents and all applicable laws. Failure to carry out these duties with "due care, skill, prudence, and diligence" could result in fiduciary liability and could disqualify the Plan.
9. The employer may establish one or more accounts for the Plan. The employer or the Trustee will provide the Introducing Firm with the employer identification number (EIN) or the tax identification number for the Plan if operating under separate TINs. Identification Number (EIN), which cannot be a Social Security number, for purposes of identifying all accounts related to the Plan. A sole proprietorship is required by the IRS to obtain an EIN when the sole proprietorship is establishing a pension, profit sharing, or retirement plan. (See IRS Publication 1635.)
10. The Trustee's responsibilities include, but are not limited to the following:
 - a) Overseeing the Plan's assets and determining the Plan's investments are permissible according to the terms of the Plan.
 - b) Assuring that all distributions and disbursements requested are in accordance with the terms of the Plan and applicable law. Distributions and withdrawals (if permitted under the Plan) are allowed only with the Trustee's written consent on all distribution forms.

NOTE: Only for brokerage accounts held with the Introducing Firm, we must receive distribution instructions from the Trustee before funds may be distributed. Payments will be issued as directed by the Trustee. If there are multiple Trustees, each Trustee listed in this Certification may take such actions without the consent of the others and the signature of only one Trustee is required to effect transactions and enter into agreements under the Plan.

SUBSEQUENT CHANGES. We agree to inform you, in writing, of any amendment to either the Plan or the Trust, any change in the composition of the Trustees, or any other event which could alter the representations and certifications made above.

Representations regarding your status as a fiduciary will be outlined in a separate agreement with Introducing Firm whereby Introducing Firm has agreed in writing to act as a fiduciary with respect to Plan assets by either exercising discretionary authority over investment of Plan assets or by providing ongoing investment advice to the Plan for a fee.

PARTICIPANT, TRUST, AND TRUSTEE REPRESENTATIONS. The participant (if Participant is signing below), Trust, and the signed Trustees (if more than one, then jointly and severally) hereby represent, warrant, and agree as follows:

LEGAL AND TAX ADVICE. Because you and your employees are prohibited from giving the Trust legal advice, it is hereby agreed and understood that neither you or your employees or agents has any responsibility with respect to the legal or tax aspects of the Trust. The Trust represents that it has relied and will continue to rely upon its own legal and tax advisors for retirement plan design, compliance, and administration.

6 Sponsoring Company Information - *REQUIRED*

| | | |
|---|--|--|
| Name | Employer Tax ID | |
| <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | |
| Legal Address | | |
| <input style="width: 95%;" type="text"/> | | |
| City | State | Zip |
| <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> |
| Business Phone | Business Email | |
| <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | |
| Business Nature | | |
| <input type="checkbox"/> A-Agriculture <input type="checkbox"/> E-Financial Services <input type="checkbox"/> I-Media <input type="checkbox"/> M-Retail <input type="checkbox"/> Q-Wholesale <input type="checkbox"/> B-Consumer & Business Services <input type="checkbox"/> F-Government <input type="checkbox"/> J-Non-Profit <input type="checkbox"/> N-Technology <input type="checkbox"/> R-Other <input type="checkbox"/> C-Construction <input type="checkbox"/> G-Healthcare <input type="checkbox"/> K-Personal Investment Company <input type="checkbox"/> O-Telecommunications <input type="checkbox"/> S-Estate <input type="checkbox"/> D-Energy <input type="checkbox"/> H-Industrial <input type="checkbox"/> L-Real Estate <input type="checkbox"/> P-Transportation <input type="checkbox"/> T-Trust | | |

7 Acceptance of Terms

We understand that borrowing money to purchase or carry securities in a margin account is prohibited by First Clearing in ERISA accounts and any transactions effected by us will be settled on a cash basis.

We, the Trustees, jointly and severally, and as Trustees agree to indemnify you and hold you harmless from any claim, loss, expense (including, but not limited to attorneys' fees), or liability for effecting transactions of the type(s) specified above, pursuant to the instructions given by any of the individuals listed in this Certification. Notwithstanding any other provision of this Certification, the Plan and the Authorized Signers (if more than one, jointly and severally) hereby agree to indemnify, defend, and hold you harmless from and against any and all claims made against you arising from or in any way connected with your acceptance of investment directions and other instructions (including for the transfer of property outside of the Plan) from the person(s) designated, including, but not limited to, any claim that you are a fiduciary, claims related to Plan-prohibited transactions (as defined under ERISA and the Internal Revenue code), excise taxes, penalties, damages, loss, expense, and/or attorneys' fees incurred by you in defense thereof.

The undersigned declare(s) under penalty of perjury that the information provided above with respect to the Retirement Plan and Trust is true and accurate.

We (the "Trustees") certify that we have the power under the Plan document, the Trust agreement and applicable law to enter into the transactions, initiate and give instructions and enter into agreements on behalf of the Plan. If there are multiple Trustees, each individual listed below may take such actions without the consent of the others and the signature of only one Trustee is required to effect transactions and enter into agreements under the Plan.

Introducing Firm is hereby authorized to accept orders without inquiry on the above-mentioned account from the individual(s) listed below.

| Authorized Signature(s): All Trustees Must Sign. | | | |
|---|------|--------------|------|
| <i>(In the case of a Non-Qualified Deferred Compensation Plan, 457 plan, or a plan sponsored by a governmental entity, "Trustee" is replaced by authorized signer.)</i> | | | |
| Signature(s)* | Date | Signature(s) | Date |
| X | | X | |
| Signature(s) | Date | Signature(s) | Date |
| X | | X | |
| Signature(s) | Date | Signature(s) | Date |
| X | | X | |

As the participant in the Plan, I certify that I have the authorization and discretion for the investment decisions under the brokerage account.

| Authorized Signature(s): Participant must sign. | |
|--|------|
| <i>This signature is only required if the Plan is opening a brokerage account with participant investment direction at Introducing Firm.</i> | |
| Signature | Date |
| X | |

*Should only one person execute this Certification, it shall be a representation that the signer is the sole Trustee