

Advanta IRA's Solo 401(k) plans allow for the most flexibility and control over your retirement funds. They also help plan holders maximize their account contributions.

**Because Advanta IRA believes in giving you the most control, we offer three Solo 401(k) options.**

### Option 1: Do Your Own 401(k) Plan

#### Advanta IRA provides:

- IRS-approved 401(k) plan document
- Restatements as needed

#### The account owner handles:

- Establishing bank accounts
- Ensuring proper titling and custody of assets
- Maintaining all records related to the 401(k) plan

This is a low-cost plan with a flat annual fee.

Advanta IRA does not provide any recordkeeping or custodial services with this option.

**Note: For option 1, please complete pages 1-7, and page 9 of this document.**

### Option 2: Standard 401(k) Recordkeeping Plan

#### Advanta IRA provides:

- IRS-approved 401k plan documents
- Restatements of plan as needed
- Custodial and recordkeeping services
- A dedicated account manager to assist with the purchase, sale, and maintenance of all assets

#### The account owner handles:

- Obtaining the Tax Identification Number (TIN) for your plan
- Annual preparation and filing of IRS Form 1099
- Annual preparation and filing of IRS Form 5500EZ (when required)

#### We have two annual fee pricing options:

- (1) Based on the number of assets in the account
- (2) Based on value of your account

**Note: For option 2, please complete pages 1-6, and pages 8-13 of this document.**

### Option 3: Enhanced 401(k) Recordkeeping Plan

#### Advanta IRA provides:

- All of the services in the Standard Plan, **PLUS:**
  - Obtaining the Tax Identification Number (TIN) for your plan
  - Annual preparation and filing of IRS Form 1099
  - Annual preparation and filing of IRS Form 5500EZ (when required)
  - Separate recordkeeping accounts for Roth and pre-taxed contributions and earnings

#### We have two annual fee options:

- (1) Based on the number of assets in the account
- (2) Based on value of your account

**Note: For option 3, please complete pages 1-6, and pages 8-13 of this document.**

**Account Opening Fee:** One-time fee for establishment of account **\$50**

**Choose from one of the following three 401(k) plan options:**

**Option 1: Do Your Own 401(k) Plan** *(billed annually)* **\$300/yr**

**Option 2: Standard 401(k) Recordkeeping Plan**

**Plan Fee: \$300/yr** *(billed annually)*; **PLUS Recordkeeping Fee** (choose one of the two options below):

**Based on Number of Assets**

- \$345/yr** Per real estate holding
- \$295/yr** Per asset/holding (notes, LLCs, private placements, private stock, etc.)
- \$150/yr** Per non-recourse loan holding
- \$100/yr** Precious metal holdings per depository\*  
*\*Depository/storage fees not included*

**Based on Account Value** *(billed in quarterly installments)*

Account Value Between:	Annual Fee
\$0-\$14,999.99	\$200
\$15,000-\$29,999.99	\$300
\$30,000-\$59,999.99	\$400
\$60,000-\$89,999.99	\$500
\$90,000-\$124,999.99	\$600
\$125,000-\$249,999.99	\$700
\$250,000-\$499,999.99	\$850
\$500,000-\$749,999.99	\$1,500
\$750,000 and up	\$1,850

**Option 3: Enhanced 401(k) Recordkeeping and Reporting Plan**

**Plan Fee: \$695/yr** for 1 participant plans / **\$995/yr** for plans with more than 1 participant *(billed annually)*; **PLUS Recordkeeping Fee** (choose one of the two options below):

**Based on Number of Assets**

- \$345/yr** Per real estate holding
- \$295/yr** Per asset/holding (notes, LLCs, private placements, private stock, etc.)
- \$150/yr** Per non-recourse loan holding
- \$100/yr** Precious metal holdings per depository\*  
*\*Depository/storage fees not included*

**Based on Account Value** *(billed in quarterly installments)*

Account Value Between:	Annual Fee
\$0-\$14,999.99	\$200
\$15,000-\$29,999.99	\$300
\$30,000-\$59,999.99	\$400
\$60,000-\$89,999.99	\$500
\$90,000-\$124,999.99	\$600
\$125,000-\$249,999.99	\$700
\$250,000-\$499,999.99	\$850
\$500,000-\$749,999.99	\$1,500
\$750,000 and up	\$1,850

**Transaction / Additional Fees** *(apply to Options 2 and 3 only)*

- Purchase, sale, or exchange of real estate/precious metals/any other asset..... **\$145/\$35/\$95**
- Additional capital contribution/funding to existing investment..... **\$50**
- Incoming/outgoing/international wire transfer ..... **\$15/\$30/\$60**
- Trust check/ACH for bill pay *(no fee for any bills paid using Advanta IRA's online portal)* ..... **\$10**
- Cashier's check *(fee is per check)* ..... **\$10**
- Express delivery - Next Day/2nd Day/International ..... **\$50/\$30/\$100**
- Returned items/Stop payment request..... **\$30/per**
- Special services *(research/additional requests for annual fair market valuation, matured notes, etc.)*.... **\$150/hr (\$50 min)**
- Partial distribution from account *(no charge for RMDs or recurring distributions)*..... **\$20/per**
- Account transfers/closures ..... **.5% of transfer amount\***

*\*Max fee of \$150 if account is open more than 2 years / Max fee of \$250 if opened less than 2 years*

PAY FEES BY:  VISA  MC  AMEX  DISCOVER

CARD NUMBER: \_\_\_\_\_ EXP DATE: \_\_\_\_\_

NAME ON CARD: \_\_\_\_\_ BILLING ZIP CODE: \_\_\_\_\_

 If I have cash in my account, please deduct any fees from the account. Otherwise, please charge my credit card.

Any fees deducted from the account will be withdrawn from uninvested cash. If there are insufficient uninvested funds in your account, we may liquidate other assets in your account to pay for such fees after a 30-day notification. **Late fees:** If any fee remains unpaid for more than 30 calendar days, the fee will be subject to a late charge of \$25/month. This Fee Schedule is part of your agreement and must accompany your application.

Advanta IRA reserves the right to change all or part of our Fee Schedule at our discretion with 30 days advance notice.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## 1 General Information

The undersigned employer hereby adopts the lessor's Prototype Expanded Profit-Sharing Plan in the form of a standardized plan, as set out in this adoption agreement and the Prototype Defined Contribution Plan Document #02, and agrees that the following definitions, elections and terms shall be part of such plan.

<b>Legal Name (Required)</b> <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Dr. _____		<b>Date of Birth (MM/DD/YYYY)</b>	<b>Social Security Number</b>
<b>Legal/Street Address (Required)</b>		<b>City, State, Zip</b>	
<b>Mailing Address (Optional)</b>		<b>City, State, Zip</b>	
<b>Primary Phone</b>	<b>Fax</b>	<b>Mobile</b>	<b>Email Address</b>

## 2 Employer's Information

<b>Name of Employer</b>	<b>Name of 401(k) Plan</b>		
<b>Name of Trustee (if different from above)</b>	<b>Phone Number</b>	<b>Social Security Number</b>	
<b>Employer</b> <input type="checkbox"/> <b>is</b> <input type="checkbox"/> <b>is not part of a controlled group or affiliated service group.</b>			
<b>Type of Business Entity</b> <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> C or S-Corporation; Date of incorporation: _____ <input type="checkbox"/> Other: _____			
<b>Employer's Taxable Year</b>	<b>401K PLAN EIN #: (Not Business EIN)</b>		
<b>Plan Administrator</b> <input type="checkbox"/> Employer, or <input type="checkbox"/> Other (Specify): _____	<b>Plan Lessor:</b> Advanta IRA 13191 Starkey Road, Suite 2 Largo, FL 33773		
<b>This is a (check one):</b> <input type="checkbox"/> a. a new plan with an effective date of: _____ <input type="checkbox"/> b. restatement of a plan previously adopted by the Employer with an effective date of: _____, and an initial effective date of: _____ <input type="checkbox"/> c. amendment of a plan with an effective date of: _____, and an initial effective date of: _____ <input type="checkbox"/> d. merger, amendment and restatement of the _____, and the _____ into the _____. The effective date of the merger is: _____. The initial effective date of the surviving plan: _____. <input type="checkbox"/> e. restatement of the _____ effective _____, and a restatement of the _____ effective _____, and a merger of the _____ into the _____.			
<b>Roth Effective Deferrals</b> <input type="checkbox"/> shall <input type="checkbox"/> shall not be permitted under the plan		<b>Loans to Participants</b> <input type="checkbox"/> shall <input type="checkbox"/> shall not be permitted under the plan	

**3 Employer Sponsored Plan Account Agreement (ESPAA)**

I \_\_\_\_\_ as the individual representing \_\_\_\_\_ (name of employer) am establishing a solo 401(k) account. I understand the terms of the agreement, the responsibilities defined in all the documents and disclosures I have received and I acknowledge receipt of all the information as follows. I have selected Advanta IRA as record keeper for my plan to perform record-keeping under this agreement.

**Roles and Responsibilities**

**Advanta IRA will provide the following:**

- (1) Adoption Agreement (AA) Employer Plan establishment form.
- (2) QP Defined Contribution Basic Plan Document (BPD). The rules of how the plan must be maintained.
- (3) Amendments as required by regulatory agencies.
- (4) IRS opinion letter: Internal Revenue Service letter on approval of the language of the BPD and AA.

*For accounts that include recordkeeping, Advanta will also provide:*

- (5) Statements regarding the status of the account.
- (6) Fee disclosure.
- (7) Account Application: The application allowing Advanta IRA to establish an investment and record-keeping account.
- (8) Filing of 1099-R, 5500EZ per IRS requirements (**for Enhanced Recordkeeping Plans only**).

**The Employer shall have the following responsibilities:**

- (1) The employer shall be the trustee of the plan.
- (2) The employer shall appoint a plan administrator to administer the plan. In absence of such an appointment, the employer shall serve as plan administrator. The employer may remove and reappoint a plan administrator from time to time.
- (3) The employer may in its discretion appoint an investment manager to manage all or a designated portion of the assets of the plan. In such event, the trustee shall follow the directive of the investment manager in investing the assets of the plan managed by the investment manager.
- (4) The employer shall, formally or informally, review the performance from time to time of person appointed by it or to which duties have been delegated by it, such as the trustee, and plan administrator.
- (5) The employer shall supply the plan administrator in a timely manner with all information necessary for it to fulfill its responsibilities under the plan. The plan record keeper may rely upon such information and shall have no duty to verify it.

**The Plan Administrator shall have the following responsibilities:**

- (1) Determining all questions relating to the eligibility of employees to participate or remain participants hereunder.
- (2) Computing, certifying and directing the trustee with respect to the amount and form of benefits to which a participant may be entitled hereunder.
- (3) Authorizing and directing the trustee with respect to disbursements from the trust fund.
- (4) Maintaining all necessary records for administration of the plan.
- (5) Interpreting the provisions of the plan and preparing and publishing rules and regulations for the plan which are not inconsistent with its terms and provisions.
- (6) Complying with any reporting, disclosure and notice requirements of the IRS Code and ERISA.
  - (a) Including, if required, the filing of the IRS Form 5500EZ\*
  - (b) Including, if required, plan compliance testing and reporting
  - (c) Including, if required, any withholding and tax reporting\* with the IRS

*\*Note: For Enhanced Recordkeeping Plans, Advanta IRA will file IRS Form 5500EZ and perform tax reporting duties to the IRS.*

- (7) In order to fulfill its responsibilities, the plan administrator shall have all powers necessary or appropriate to accomplish his duties under the plan, including the power to determine all questions arising in connection with the administration, interpretation and application of the plan. Any such determination shall be conclusive and binding upon all persons. However, all discretionary acts, interpretations and constructions shall be done in a nondiscriminatory manner based upon uniform principles consistently applied. No action shall be taken which would be inconsistent with the intent that the plan remain qualified under section 401(a) of the IRS Code. The plan administrator is specifically authorized to employ or retain suitable employees, agents, and counsel as may be necessary or advisable to fulfill its responsibilities hereunder, and to pay their reasonable compensation, which shall be reimbursed from the trust fund if not paid by the employer within thirty days after the plan administrator advises the employer of the amount owed.
- (8) The plan administrator shall serve as the designated agent for legal process under the plan.

**Signature of Employer/Plan Administrator:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Advanta IRA Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**4 Plan Defaults for Advanta IRA Solo 401(k) Plan**

- (1) The plan year shall be the calendar year.
- (2) The limitation year shall be the calendar year.
- (3) The valuation date shall be the last day of the plan year.
- (4) Employees who have attained the age of 21, and either: a) have completed 1 year of service, or 2) have completed at least 500 hours of service in each of the last 3 years are eligible to participate in the plan. However, these eligibility requirements shall be waived for employees covered on the effective date of this plan.
- (5) All employees included in a unit of employees covered by a collective bargaining agreement as described in Section 14.07 of the plan; e who are nonresident aliens as described in Section 14.25 of the plan; and employees who become employees as the result of a “\$410(b)(6)(C) transaction” shall not be eligible to participate in this plan. Employees excluded as a result of a “\$410(b)(6)(c) transaction” will be excluded during the period beginning on the date of the transaction and ending on the last day of the first plan year beginning after the date of the transaction and ending on the last day last day if the first plan year beginning after the date of the transaction. A “\$410(b)(6)(C) transaction” is an asset or stock acquisition, merger, or similar transaction involving a change in the employer of the employees of a trade or business, shall not be eligible to participate in this plan.
- (6) Service under the plan shall be computed on the basis of actual hours for which an employee is paid or entitled to payment. A year of service shall mean a 12-consecutive month period during which an employee completes at least 1000 hours of service. A break in service shall mean a 12-consecutive month period during which an employee does not complete more than 500 hours of service. Contributions will be allocated to the account of each participant regardless of the number of hours of service completed in a plan year. The contribution is not dependent on the participant being employed on the last day of the plan year.
- (7) Entry date for an eligible employee who has completed the eligibility requirements will be the 1st day of the first month or the first day of the 7th month of the plan year after the employee satisfies the eligibility requirements.
- (8) Vesting for all contributions under the plan shall be full and immediate.
- (9) Compensation for any participant shall be the 415 safe harbor definition as described in Section 14.39 of the plan. Such compensation includes such amounts which are actually paid to the participant during the plan year and includes employer contributions made pursuant to a salary reduction agreement which are not includible in the gross income of the employee under sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B) or 403(b) of the IRS Code. For purposes of Article VI, the preceding sentence does not apply. Amounts earned but not paid during the limitation year solely because of the timing of pay periods and pay dates shall be included in compensation for the limitation year, provided the amounts are paid during the first few weeks of the next limitation year, the amounts are included on a uniform and consistent basis with respect to all similarly situated employees, and no compensation is included in more than one limitation year. Deemed section 125 compensation in section 125 for purposes of the definition of compensation is included. Allocation periods for contributions shall be determined by the employer.
- (10) In-service distributions are available. Once an employee has participated in the plan for 60 months, nonelective contributions are available for withdrawal. Prior to the 60 month period, employees may withdraw nonelective contributions which have been in the plan for a period of 24 months or apply for a hardship distribution. In-service distributions from nonelective contributions are available upon the participant’s attainment of age 55. Elective deferrals are available for distribution upon attainment of age 59 1/2 and due to financial hardship.
- (11) A participant may not elect benefits in the form of a life annuity. All other forms of benefit payments are available. Benefits are available to the participant on such participant’s termination of employment.
- (12) The plan is designed to operate as if it were top-heavy at all times.
- (13) The normal retirement age under the plan shall be age 55.
- (14) The loan provisions of Article XVIII shall apply.
- (15) The Required Beginning Date (RBD) shall be the April 1st following the year the participant attains age 72.
- (16) Rollover and transfer contributions are permitted.
- (17) Elective deferrals are permitted up to the maximum permitted under section 402(g) of the IRS Code. Timing of elective deferrals will be decided upon by trustee. If a participant elects to stop his elective deferrals at a time other than on a change date, he will be permitted to start again on the change date next following the date elective deferrals were stopped. Amount of elective deferrals: a participant may elect to have their compensation reduced by the following percentage or amount per pay period, or for a specified pay period or periods, as designated in writing to the plan administrator as a percentage determined each year by the proprietor, partners, or board of directors of the employer and communicated to the participants on or before the pay period or periods in which such amount is deferred.
- (18) Catch-up contributions are permitted.
- (19) Definition of a highly compensated employee does not apply.
- (20) This plan will accept the following types of contributions: employer nonelective contribution, employer matching contribution, employee mandatory/voluntary contribution (after-tax, non-Roth contributions), pre-tax elective deferrals, Roth elective deferrals.
- (21) The plan will permit in-plan Roth rollovers (in-plan Roth conversions).
- (22) Investments will be determined in the discretion of the employer. The trustee shall invest in accordance with the provisions of the trust agreement attached hereto.
- (23) Allocation of earnings and losses: To the extent that the trustee maintains segregated accounts for participants, the actual earnings and losses with respect to each segregated account shall be allocated to such account. To the extent that the trustee does not maintain segregated accounts for participants, the earnings and losses of the trust shall be allocated pro rata among participant’s accounts, on the basis of participant’s account balance as of the preceding valuation date, less subsequent distributions, withdrawals, forfeitures from the account, and insurance premium payments.
- (24) Matching contributions: If the employer elects to make matching contributions to the plan, it will be on behalf of all participants in this plan. Such participants will receive matching contributions with respect to elective deferrals and/or employee contributions to the plan. The employer shall contribute on behalf of each participant a matching contribution equal to an amount, if any, determined by the employer. If hardship distributions are permitted, matching contributions will be made with respect to elective deferrals withdrawn by the plan year end on a last in, first out basis. Qualified matching contributions: The employer will make qualified matching contributions to the plan on behalf of all participants. Such participants will receive qualified matching contributions with respect to elective deferrals and employee contributions to the plan. The employer shall contribute on behalf of each participant a qualified matching contribution equal to an amount, if any, determined by the employer. If hardship distributions are permitted, matching contributions will be made with respect to elective deferrals withdrawn by the plan year end on a last in, first out basis.

**Acceptance of Plan Defaults**

<b>Signature</b>	<b>Printed Name</b>	<b>Date</b>

**5 Additional Provisions (if applicable)**

**General Restatement Effective Dates** (If applicable enter the Item number):

Provision	Effective Date
<input type="checkbox"/> (a) Not applicable. This is not an amendment and restatement.	_____
<input type="checkbox"/> (b) The eligibility requirements under plan defaults	_____
<input type="checkbox"/> (c) The employer profit sharing contribution provisions under plan defaults	_____
<input type="checkbox"/> (d) The vesting formula under plan defaults	_____
<input type="checkbox"/> (e) In-service distributions under plan defaults	_____
<input type="checkbox"/> (f) Definition of Required Beginning Date (RBD) under plan defaults	_____
<input type="checkbox"/> (g) Enter provision and item number, if applicable: _____	_____
<input type="checkbox"/> (h) Enter provision and item number, if applicable: _____	_____
<input type="checkbox"/> (i) Enter provision and item number, if applicable: _____	_____

**Note:** The effective date(s) above may not be earlier than January 1, 2002 and not later than the last day of the plan year in which the adoption agreement is signed.

**Attachment A**

Name of Employer	<input type="checkbox"/> Controlled group; or <input type="checkbox"/> Affiliated service group
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List all "affiliated" employers with the above listed employer.

Name	Address	EIN



**6 Signature and Acknowledgement (Do Your Own Plan Only)**

**Complete this Section 6, ONLY if you are establishing a Do Your Own Solo 401(k) Plan Advanta**

The adopting employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the plan is qualified under § 401 of the Internal Revenue Code except to the extent provided in Rev. Proc. 2011-49.

An employer who has ever maintained or who later adopts any plan (including a welfare benefit fund, as defined in § 419(e) of the IRS Code, which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in § 419A(d) (3) of the IRS Code, or an individual medical account, as defined in § 415(l) (2) of the IRS Code) in addition to this plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of § 415 and 416.

If the employer who adopts or maintains multiple plans wishes to obtain reliance with respect to the requirements of § 415 and 416, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

The employer may not rely on the opinion letter in certain other circumstances, which are specified in the opinion letter issued with respect to the plan or in Rev. Proc. 2011-49.

This adoption agreement may be used only in conjunction with basic plan document #02.

The sponsor will inform the adopting employer of any amendments it makes to the plan or of its discontinuance or abandonment of the plan.

**NOTICE: Failure to properly complete this adoption agreement may result in disqualification of the plan. The employer's tax advisor should review the plan and trust and this adoption agreement prior to the employer adopting such plan.**

The undersigned employer acknowledges receipt of a copy of the plan, the trust agreement, and this adoption agreement and related addendums and adopts such plan on the date indicated below.

All of the above plan defaults have been selected by the plan sponsor. Any changes to these defaults may not be made without the prior approval of the plan sponsor.

Name of Employer

\_\_\_\_\_

Signature

Printed Name

Date

Is the employer also the trustee?  Yes  No (if no, then trustee must sign below)

Name of Trustee

\_\_\_\_\_

Signature

Printed Name

Date



**7 Signature and Acknowledgement (Full/Enhanced Service Plan Only)**
**Complete this Section 7 ONLY if you are establishing a Full/Enhanced Service Recordkeeping Plan**

**Appointment.** I appoint the Advanta IRA office marked on the front page of this application to be the record keeper for my solo 401(k) account with the employer listed on this application.

I acknowledge that I am **(Initial the appropriate status)**:

\_\_\_\_\_ The employer and that I am the trustee and plan administrator of the solo 401(k) plan and that I can appoint a successor trustee or plan administrator.

\_\_\_\_\_ The spouse of the employer and I acknowledge that the employer is the trustee and plan administrator of my account.

Written direction shall be construed so as to include facsimile signature. The account is established for the exclusive benefit of the account holder or his/her beneficiaries.

**Responsibility for Tax Consequences.** I assume all responsibility for any tax consequences and penalties that may result from making contributions to, transactions with, and distributions from my account. I am authorized and of legal age to establish this account and make investment purchases permitted under the plan agreement offered by the record keeper. I assume complete responsibility for: 1) determining that I am eligible for an account transaction that I direct the record keeper to make on my behalf; 2) insuring that all contributions I make are within the limits set forth by the tax laws; 3) the tax consequences of any contribution (including rollover contributions and distributions).

**Investment Direction:** Until such time as I change or revoke the designation, I hereby instruct the record keeper to follow the investment directions which I provide regarding the investing and reinvesting of the principal and interest, as confirmed by direction letters to record keeper from the undersigned, for the above-referenced account or other account for which record keeper serves as record keeper. You are authorized to accept written direction and/or verbal direction which is subsequently confirmed in writing by the authorized party, record keeper, or by the undersigned. Written direction shall be construed so as to include facsimile signature.

The account is established for the exclusive benefit of the account holder or his/her beneficiaries. In taking action based on this authorization, record keeper may act solely on the written instruction, designation or representation of the account holder. I expressly certify that I take complete responsibility for the type of investment instrument(s) with which I choose to fund my account. I agree to release, indemnify, defend and hold the record keeper harmless from any claims, including, but not limited to, actions, liabilities, losses, penalties, fines and/or third party claims, arising out of my account and/or in connection with any action taken in reliance upon my written instructions, designations and representations, or in the exercise of any right, power or duty of record keeper, its agents or assigns. Record keeper may deduct from the account any amounts to which they are entitled to the reimbursement under the foregoing hold harmless provision. Record keeper has no responsibility or fiduciary role whatever related to or in connection with the account in taking any action related to any purchase, sale or exchange instructed by the undersigned agents, including but not limited to suitability, compliance with any state or federal law or regulation, income or expense, or preservation of capital or income. For purposes of this paragraph, the terms record keeper includes Advanta IRA, its agents, assigns, joint ventures, licensees, franchises, affiliates and/or business partners.

In the event of claims by others related to my account and/or investment wherein Record keeper is named as a party, record keeper shall have the full and unequivocal right at their sole discretion to select their own attorneys to represent them in such litigation and deduct from my account any amounts to pay for any costs and expenses, including, but not limited to, all attorneys' fees, and costs and internal costs (collectively "litigation costs"), incurred by record keeper in the defense of such claims and/or litigation. If there are insufficient funds in my account to cover the litigation costs incurred by record keeper, on demand by record keeper, I will promptly reimburse record keeper the outstanding balance of the litigation costs. If I fail to promptly reimburse the litigation costs, record keeper shall have the full and unequivocal right to freeze my assets, liquidate my assets, and/or initiate legal action in order to obtain full reimbursement of the litigation costs. I also understand and agree that the record keeper will not be responsible to take any action should there be any default with regard to this investment. I understand that no one at the record keeper has authority to agree to anything different than my foregoing understandings of the record keeper's policy.

For purposes of this section, the terms record keeper includes Advanta IRA, its agents, assigns, joint ventures, licensees, franchisees, affiliates and/or business partners in executing transfers, it is understood and agreed that I will not hold record keeper liable or responsible for anything done or omitted in the administration, custody or investments of the account prior to the date they shall complete their respective acceptance as successor record keeper and shall be in possession of all of the assets, nor shall they have any duty or responsibility to inquire into or take any action with respect to any acts performed by the prior custodian, or record keeper.

If any provision of this application is found to be illegal, invalid, void or unenforceable, such provision shall be severed and such illegality or invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

**Important Information for Opening a New Account.** To comply with the USA PATRIOT ACT, we have adopted a Customer Identification Program. All new accounts must provide a copy of an unexpired, photo-bearing, government- issued identification (e.g., driver license or passport). The copy must be readable so we can verify the client's name, driver's license number or state issued ID number.

**Our Privacy Policy.** You have chosen to do business with the record keeper named on your account application. As our client, the privacy of your personal non-public information is very important. We value our customer relationships and we want you to understand the protections we provide in regard to your accounts with us.

**Information We May Collect.** We collect non-public personal information about you from the following sources to conduct business with you:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, or others;

Non-public personal information is non-public information about you that we may obtain in connection with providing financial products or services to you. This could include information you give us from account applications, account balances, and account history.

**Information We May Share.** We do not sell or disclose any non-public information about you to anyone, except as permitted by law or as specifically authorized by you. We do not share non-public personal information with our affiliates or other providers without prior approval by you. Federal law allows us to share information with providers that process and service your accounts. All providers of services in connection with the record keeper have agreed to the record keeper's confidentiality and security policies. 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.

**Confidentiality and Security.** We restrict access to non-public personal information to those employees who need to know that information to provide products and services to you. We maintain physical, electronic, and procedural guidelines that comply with federal standards to guard your non-public personal information. The record keeper reserves the right to revise this notice and will notify you of any changes in advance.

**Reliance on Opinion Letter.** The adopting employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the plan is qualified under § 401 of the Internal Revenue Code except to the extent provided in Rev. Proc. 2011-49. An employer who has ever maintained or who later adopts any plan (including a welfare benefit fund, as defined in § 419(e) of the IRS Code, which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in § 419A(d)(3) of the Code, or an individual medical account, as defined in § 415(l)(2) of the IRS Code) in addition to this plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of § 415 and 416. If the employer who adopts or maintains multiple plans wishes to obtain reliance with respect to the requirements of § 415 and 416, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service. The employer may not rely on the opinion letter in certain other circumstances, which are specified in the opinion letter issued with respect to the plan or in Rev. Proc. 2011-49. The sponsor will inform the adopting employer of any amendments it makes to the plan or of its discontinuance or abandonment of the plan.

**As the employer, I acknowledge that I have received and reviewed a copy of the plan and trust document, adoption agreement, employer sponsored plan account agreement, fee disclosure as well as the other documents contained in this account application kit. I understand that the terms and conditions which apply to this account, and are contained in this application and I agree to be bound by those terms and conditions. I declare that the information provided in the accompanying documents is to the best of my knowledge and belief it is true, correct and complete. I agree to abide by the terms currently in effect or as they may be amended from time to time. I understand that Advanta IRA will not provide any investment advice.**

**Name of Account Owner:** \_\_\_\_\_

Signature

Printed Name

Date

**Appointed Recordkeeper:**  Advanta IRA Services, LLC  Advanta IRA Administration, LLC

**8 Beneficiaries Designation**

<b>Account Holder's Name</b> <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Dr. _____	<b>Advanta IRA Account Number</b>
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**Enter Designated Beneficiaries**

**Select Beneficiary Type:**  Primary  Contingent

<b>Name</b>	<b>Social Security Number</b>	<b>Relationship</b>	<b>Date of Birth</b>	<b>Share %</b>
<b>Address</b>		<b>City</b>	<b>State</b>	<b>Zip</b>

**Select Beneficiary Type:**  Primary  Contingent

<b>Name</b>	<b>Social Security Number</b>	<b>Relationship</b>	<b>Date of Birth</b>	<b>Share %</b>
<b>Address</b>		<b>City</b>	<b>State</b>	<b>Zip</b>

**Select Beneficiary Type:**  Primary  Contingent

<b>Name</b>	<b>Social Security Number</b>	<b>Relationship</b>	<b>Date of Birth</b>	<b>Share %</b>
<b>Address</b>		<b>City</b>	<b>State</b>	<b>Zip</b>

**Select Beneficiary Type:**  Primary  Contingent

<b>Name</b>	<b>Social Security Number</b>	<b>Relationship</b>	<b>Date of Birth</b>	<b>Share %</b>
<b>Address</b>		<b>City</b>	<b>State</b>	<b>Zip</b>

**Account Owner Signature**

In the event of my death, the balance in the account shall be paid to the primary beneficiaries who survive me in equal shares (or in the specified shares, if indicated). If the primary or contingent beneficiary box is not checked for a beneficiary, the beneficiary will be deemed to be a primary beneficiary. If none of the primary beneficiaries survive me, the balance in the account shall be paid to the contingent beneficiaries who survive me in equal shares (or in the specified shares, if indicated). If I named a beneficiary which is a trust, I understand I must provide certain information concerning such trust to the custodian.

**I understand that I may change or add beneficiaries at any time by completing and delivering the proper form to the administrator.**

**Signature of Participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Spousal Consent (only required if your spouse is not the primary beneficiary - see note below).**

The consent of spouse must be signed only if all of the following conditions are present:

- a. Your spouse is living;
- b. Your spouse is not the sole primary beneficiary name and;
- c. You and your spouse are residents of a community property state (such as AZ, CA, ID, LA, NM, NV, TX, WA or WI).

I am the spouse of the account holder listed above. I hereby certify that I have reviewed the *Designation of Beneficiary* form and I understand that I have a property interest in the account. I hereby acknowledge and consent to the above designation of beneficiary other than or in addition to, myself as primary beneficiary. I further acknowledge that I am waiving part or all of my rights to receive benefits under this plan when my spouse dies.

I, \_\_\_\_\_ hereby consent to the above beneficiary designation.

**Spouse Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Use this form to transfer funds directly from your existing IRA to your Advanta IRA.

## 1 Personal Information

<b>Name</b> <i>(Your name as it appears in your plan)</i> <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Dr. _____		<b>Advanta IRA Account Number</b>
<b>Legal Address</b>		<b>City, State, Zip</b>
<b>Phone</b>		<b>Social Security Number</b>

## 2 Current Custodian/Trustee *(please attach a copy of a current statement for this account)*

<b>Name of Custodian/Trustee</b>		<b>Account Number*</b>
<b>Transfer Department Address</b>		<b>City, State, Zip</b>
<b>Contact Name</b> <i>(optional)</i>	<b>Phone Number</b>	<b>Type of Account</b> <input type="checkbox"/> Traditional <input type="checkbox"/> Roth <input type="checkbox"/> SEP <input type="checkbox"/> SIMPLE <input type="checkbox"/> HSA <input type="checkbox"/> ESA <input type="checkbox"/> 401(k) <input type="checkbox"/> Beneficiary IRA

## 3 Transfer Details

<input type="checkbox"/> <b>Option One: Cash Transfer</b> <input type="checkbox"/> Complete - liquidate and send all proceeds <input type="checkbox"/> Partial - send ONLY \$ _____	<input type="checkbox"/> <b>Option Two: In-Kind Transfer</b> <i>(Advanta IRA will not accept in-kind transfers of publicly traded securities)</i> <input type="checkbox"/> Complete - send all assets listed below and cash <input type="checkbox"/> Partial - send ONLY the assets listed below
Asset Description	Amount

## 4 Transfer Instructions

- Please send cash from the custodian above via:  Check *(subject to a 10-day hold)*  Wire (\$15 fee)
- Please send this request to the custodian via:  Mail  2<sup>nd</sup> day delivery (\$30 fee)

## 5 Signature and Acknowledgement

1. I hereby agree to the terms and conditions set forth in this asset transfer form.  
 2. I understand the rules and conditions applicable to an account transfer.  
 3. I qualify for the account transfer of assets listed in section 3 above and authorize such transactions.

Your Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Acceptance of Receiving Custodian

Pursuant to a limited written delegation Mainstar Trust, as custodian ("Custodian"), has authorized Advanta IRA to sign this form on the Custodian's behalf to verify the Custodian's acceptance of the transfer, rollover or direct rollover described above and agreement to apply the proceeds upon their receipt, to the account established by Advanta IRA on your behalf. Mainstar Trust assumes no trust or fiduciary obligations to you as it has no investment control over your funds and acts only as a custodian of your account.

Advanta IRA on behalf of Custodian, Mainstar Trust

By: \_\_\_\_\_ Date: \_\_\_\_\_ Account #: \_\_\_\_\_

Type of Account:  Traditional  Roth  SEP  SIMPLE  HSA  ESA  401(k)  Beneficiary IRA

Please use this form to:

- Document your direct rollover contribution directly from an employer sponsored plan (457, TSP, pension, etc.) to your new account; or
- Document your indirect rollover contribution to your new account (if you have taken a distribution from a retirement plan and need to roll the funds in within 60 days)

**For a direct rollover, Advanta IRA will NOT initiate the rollover. You must contact the administrator of your retirement plan to begin the process. This form simply documents the funds that will be received into your new account.**

## 1 Personal Information

<b>Name</b> <i>(Your name as it appears in your plan)</i> <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Dr. _____		<b>Advanta IRA Account Number</b>
<b>Legal Address</b>		<b>City, State, Zip</b>
<b>Phone</b>		<b>Social Security Number</b>

## 2 Current Custodian/Trustee

<b>Name of Custodian/Trustee</b>		<b>Account Number</b> (if applicable)
<b>Phone Number</b>	<b>Contact Name</b> <i>(optional)</i>	<b>Type of plan you are rolling over from:</b> <input type="checkbox"/> Traditional <input type="checkbox"/> Roth <input type="checkbox"/> SEP <input type="checkbox"/> SIMPLE <input type="checkbox"/> HSA <input type="checkbox"/> ESA <input type="checkbox"/> Employer Plan (TSP, pension, etc.)

## 3 Rollover Details

I am an eligible person to perform this transaction: *(Select one)*

- Plan participant  
  Spouse beneficiary of account  
  Non-spouse beneficiary of account  
  Responsible individual

### Rollover Instructions to Resigning Custodian

To rollover cash, please instruct your plan administrator to make the check payable as follows:

**Cash:** Please make check payable to: **Advanta IRA FBO** \_\_\_\_\_ *(your name)*

**To roll over investments** (private stock, real estate, LLCs, notes, etc.), please complete the asset description below and contact us regarding the re-registration of your investment.

Asset Description	Amount/Value

## 4 Signature and Acknowledgement

I hereby agree to the terms and conditions set forth in this rollover form and acknowledge having established a self-directed account through execution of an account application. I understand the rules and conditions applicable to a (check one)  **Rollover**  **Direct Rollover**.

I qualify for the rollover or direct rollover of assets listed in the asset liquidation above and authorize such transactions. If this is a rollover or direct rollover, I have been advised to see a tax advisor due to the important tax consequences of rolling assets into a self-direct account. If this is a rollover or direct rollover, I assume full responsibility for this rollover or direct rollover transaction and will not hold the Plan Administrator, Custodian, or Issuer of either the distributing or receiving plan liable for any adverse consequences that may result. I understand that no one at Advanta IRA or any of its licensees has authority to agree to anything different than my foregoing understandings of Advanta IRA policy. If this is a rollover or direct rollover, I irrevocably designate this contribution of assets with a value of \$ \_\_\_\_\_ as a rollover contribution.

**By signing this form, I certify that I am completing this rollover within:**

**A. Sixty calendar days following the day I received the assets, I have not performed a rollover of these assets from an IRA within the last 12 months and the rollover DOES NOT contain my required minimum distribution (RMD).**

**B. If I am a non-spouse beneficiary, this is a direct roll over from an employer plan and the rollover contribution DOES NOT contain my required minimum distribution (RMD).**

Your Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## 1 General Information

<b>Account Holder's Name</b> <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Dr. _____	<b>Advanta IRA Account Number</b>
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## 2 Interested Party Designation

Please complete the information below to authorize your spouse, financial advisor (broker, financial planner, accountant, attorney, or other person etc.) **to receive information about your account**. Please note that this individual will have unlimited access to your account information, but they will not be able to make changes to your account.

<b>Name of Interested Party</b>		<b>Relationship</b>
<b>Interested Party Street Address</b>		<b>City, State, Zip</b>
<b>Phone Number</b>	<b>Fax Number</b>	<b>Email Address</b>

Check here to allow this IPD (above) to have online access to your account or to receive statements for your account.

<b>Name of Interested Party</b>		<b>Relationship</b>
<b>Interested Party Street Address</b>		<b>City, State, Zip</b>
<b>Phone Number</b>	<b>Fax Number</b>	<b>Email Address</b>

Check here to allow this IPD (above) to have online access to your account or to receive statements for your account.

**This designation will remain in effect until Advanta IRA the ("Administrator") has received written notice of revocation from you the ("Account Holder"). Account Holder agrees to indemnify and hold harmless Administrator, its affiliates, officers, employees and/or custodian, against all claims, actions, costs and liabilities, including attorneys' fees, arising out of their reliance on this designation. This indemnity and hold harmless provision shall survive any termination of this designation.**

## 3 Signature and Acknowledgement

<b>Account Holder Signature:</b> _____	<b>Date:</b> _____
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## 1 General Information

<b>Account Holder's Name</b> <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Dr. _____	<b>Advanta IRA Account Number</b>	<b>Deposit Amount</b>
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## 2 Reason for Deposit\*

<input type="checkbox"/> <b>Contribution:</b> For Tax Year: _____	<b>Type of Contribution: (check all that apply)</b> <input type="checkbox"/> <b>Employee:</b> <input type="checkbox"/> Pre-Tax Amount: _____ <input type="checkbox"/> Roth Amount: _____ <input type="checkbox"/> After-tax Amount: _____  <input type="checkbox"/> <b>Employer:</b> Amount: _____
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*\*If the funds to be deposited are for a rollover, direct rollover, IRA transfer, or the sale of an asset, please do NOT use this form. Instead, please use the Rollover/Direct Rollover Certification Form or Sale Authorization Form as appropriate.*

<b>Client Signature:</b> _____	<b>Date:</b> _____
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