

Qualified Retirement Plan Setup Form

Use this form to gather all of the information required to setup a new qualified plan account on our site, to gather additional compliance information for the qualified plan entity and to agree to the terms for this type of account on our platform.

If you are opening additional participant level accounts under a qualified plan that is already set up and approved our site, please send us a copy of the qualified plan setup form that was completed for the first participant and note that you are adding additional participant(s) under that existing qualified plan.

Note:

- You do not need to use the New Client/Account Information Form, New Account Certifications Form or the Entity Client Onboarding Supplemental Questionnaire for Qualified Plan accounts.
- As a financial institution, in accordance with government regulations, we are required to obtain, verify, and record information which identifies each person or legal entity that seeks to establish a financial services relationship with us, such as name, address, government identification number and other information and documentation noted below. We may also ask to see government-issued identifying documents or require copies of other documentation. Please note that upon initial review of the information you provide, we may require additional identification / verification information, including for any intermediary owners, as well as documentation and or clarification of information or documentation provided.
- New qualified plan accounts will be restricted from all activities until we obtain and verify this information, and will be closed if we cannot obtain and verify this information. We are not responsible for any losses or damages (including, but not limited to, lost opportunities) that may result from an account being restricted or closed as a result of your failure to provide the requested information or our inability to verify such information. Trustee will be notified once the new account restriction is lifted, so that assets may be transferred into this account.

Instructions for new qualified plans:

1. Gather all of the information, supporting documents and signatures requested on this form.
2. Enter the data into our qualified plan online account opening web pages after logging into our site. Select Create Business, then select Omnibus or Participant Level Qualified Retirement Plan, click Continue and follow the on screen instructions.
3. Send this completed and signed form, along with all required documentation noted on this form, by email to us at: support@folioinstitutional.com

Required Supplemental Documentation

- a) W-9 Tax Form. (Note: Tax forms need to be periodically refreshed.)
- b) Proof of Legal Entity Existence (e.g., Trust Deed, Certificate of Trust, Declaration of Trust, Certificate of Formation, First page and signature page(s) of Executed Trust Agreement, Qualified Plan Document, Articles of Incorporation, Limited Liability Company Operating Agreement, etc.).
- c) Copy of Passport or Driver's License for each trustee.

Qualified Plan Account Information

	Trustee Information	Additional Trustee Information
Title (choose one)	Dr. Miss Mr. Mrs. Ms.	Dr. Miss Mr. Mrs. Ms.
Name	First Name	First Name
	Middle Name	Middle Name
	Last Name	Last Name
Date of Birth (mm/dd/yyyy)	/ /	/ /
Social Security Number	- -	- -
Residential Address (Street addresses only; No P.O. Boxes)	Address 1	Address 1
	Address 2	Address 2
	City	City
	State	Zip Code
Mailing Address (If different than Primary Address; P.O. Boxes allowed)	Address 1	Address 1
	Address 2	Address 2
	City	City
	State	Zip Code
	Country	Country
Email Address (A valid email address is required for all clients)		
Phone Number (Both day and evening phone numbers must be provided – even if the same)	Day () -	Day () -
	Evening () -	Evening () -
Additional Information	Corporate Title with respect to the Plan:	Corporate Title with respect to the Plan:
	Country of Residence:	Country of Residence:

Citizenship Status

We only allow U.S. citizens or resident aliens with valid U.S. Social Security or equivalent tax identification numbers to invest on our platform (not non-resident aliens).

Trustee	Additional Trustee
Country of Citizenship:	Country of Citizenship:
Additional Country of Citizenship:	Additional Country of Citizenship:
If not a U.S. Citizen check here to confirm that you are a Resident Alien	If not a U.S. Citizen check here to confirm that you are a Resident Alien

Trustee Username

For security purposes, we require that each trustee have a unique user name and password.

- Username Requirements:** Your username must be 8–32 characters. It cannot contain symbols or spaces and is not case sensitive. You will not be able to change your username once this application is complete.

Username	Trustee Username	Additional Trustee Username

Additional Questions

Trustee	Additional Trustee
Are any trustees of this account a director, 10% shareholder, or executive who makes policy at a public company?	
Yes No	Yes No
If yes, provide the information for the company(s) in which the trustee is a director, policy-making executive, or 10% shareholder:	
Company Name	Company Name
Stock Symbol(s)	Stock Symbol(s)
Are any beneficial owners, their spouses, or any other immediate family members, including parents, in-laws, and siblings that are dependents, employed by or associated with the securities industry (for example, investment advisor, sole proprietor, partner, officer, director, branch manager or broker at a broker-dealer firm or municipal securities dealer) or a financial regulatory agency, such as FINRA or the New York Stock Exchange? If yes, and if this entity requires that the client obtain its approval to open this account, select the Yes checkbox:	
Yes No	Yes No

* **Note:** If the answer is yes to the question above, you will need the identified person and his or her employer's compliance officer to complete the FINRA Compliance Account Opening Addendum form, and have it returned to us before we can complete opening the account. Account access will be restricted until we receive this completed form. This form can be found under the **Resources** page of the Folio Institutional website.

Plan Information

Plan Account Name	(The designation for Plan omnibus and/or house account. Up to 16 characters)			
Information	Sponsor Name	Plan Tax ID	Tax ID Country (e.g., U.S.)	
Official Plan Registration	(Provide the official or legal name of this trust exactly as it appears on the organization's legal documents)			
Plan Primary Address (Street addresses only; No PO Boxes)	Address 1		Address 2	
	City	State	Zip Code	Country
Plan Mailing Address (If different than Primary Address; PO Boxes allowed)	Address 1		Address 2	
	City	State	Zip Code	Country

LEI (Legal Entity Identifier):

Plan SIC - Standard Industry Code:

Plan NAICS 6 digit Industry Code and Description:

Is the plan an employee benefit plan established under the Employee Retirement Income Security Act (ERISA) of 1974? Yes No

Investment Advisor Questions

Provide the following information for each of the plan's advisors.

Check this box to confirm there is no investment advisor associated with this account.

Advisor Full Legal Name:

Principal Business Country:

Is the advisor established in a jurisdiction where the regulator of the advisor maintains beneficial ownership information about the advisor? Yes No

If Yes, what is the name of the regulator:

Country of the regulator:

Advisor Full Legal Name:

Principal Business Country:

Is the advisor established in a jurisdiction where the regulator of the advisor maintains beneficial ownership information about the advisor? Yes No

If Yes, what is the name of the regulator:

Country of the regulator:

Advisor Full Legal Name:

Principal Business Country:

Is the advisor established in a jurisdiction where the regulator of the advisor maintains beneficial ownership information about the advisor? Yes No

If Yes, what is the name of the regulator:

Country of the regulator:

Authorized Parties

Provide the following information for any persons that are authorized signatories for the plan, in addition to the trustees on this form.

Full Legal Name of Authorized Signatory	Country of Residence
Full Legal Name of Authorized Signatory	Country of Residence
Full Legal Name of Authorized Signatory	Country of Residence

Additional Information for Non-ERISA Plans

If the plan is not an employee benefit plan established under the Employee Retirement Income Security Act (ERISA) of 1974 (i.e., the plan is a non-ERISA employee benefit plan), then please provide the following information:

Sponsor's name:

Country of Sponsor:

Principal Business Country:

If there is no advisor listed above, or the advisor does not maintain beneficial ownership information, then complete the following information for any one individual with significant responsibility for controlling, managing or directing the legal entity Client, known as a Control Person (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer or any other individual who regularly performs similar functions).

Please also provide a copy of a government-issued identification document (e.g., driver's license, passport) for the Control Person listed below.

Full Legal Name		Corporate Title		Date of Birth (MM/DD/YYYY)
Residential or Business Street Address			Apt#, Unit#	City
State / Province / Territory		Postal Code	Country	
Country of Citizenship			If not a U.S. citizen, are you a U.S. permanent resident alien?	
Social Security Number (SSN) (U.S. Persons) or Gov't ID (Non U.S. Persons) ¹		ID Type	Country of Issuance	

¹ Where Non-U.S. Person was issued a Social Security number, please provide the Social Security number. In lieu of Social Security number, Non-U.S. Persons may also provide a passport number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph, signature or similar identification safeguard.

Expected Activity

Estimated number of domestic wire transfers each month:

Estimated number of checks each month:

Check if you expect to invest in: Low-Priced Securities or Marijuana Related Securities as defined below.

Low-Priced Securities: Generally, we consider low priced securities as securities of issuers that are traded in U.S. over-the-counter markets that are priced below USD 5 per share with a market cap less than USD 300 million. We are interested in OTC Markets quoted securities (otcm Markets.com). If the security trades less than USD 5 per share, however is listed on NASDAQ/NYSE, we do not consider that to be low priced securities.

Marijuana Related Securities: Securities issued by companies deriving significant revenue from growing, distributing, or selling cannabis-related products prohibited by federal law.

Third-Party Administrator (TPA) Information

If using existing third-party administrator firm already set up on the platform:

Firm Name			
Name/User Name	Name	Username	

If creating a new third-party administration firm:

Firm Name			
Firm Address	Address		
	City	State	Zip Code

We require that each third-party administrative firm's authorized users or administrators have a unique username.

- **Username Requirements:** Your username must be 8–32 characters. It cannot contain symbols or spaces and is not case sensitive. You will not be able to change your username once this application is complete.

Authorized Firm User Information	Name		Date of Birth (mm/dd/yyyy) / /
	Email	Username	

Politically Exposed Persons

Are any of the individuals listed on any part of this form a current or former:

- Senior official in the executive, legislative, administrative, military or judicial branches of government;
- Senior official of a major political party; or senior executive of a government-owned commercial enterprise
- Senior official of a central bank, monetary authority, multi-national organization or multi-national financial institution
- Senior official of a major international sports organization
- A person who is widely and publicly known to be a close associate of an individual exercising any of the functions listed above; or
- A person who is related to a family member (i.e., parents, siblings, spouse or equivalent, children, in-laws) or widely and publicly known to be a close associate of an individual exercising any of the functions listed above?

No Yes - please explain:

Qualified Retirement Plan Custodial Services Agreement

This Agreement is made by, between, and among the employer identified in this Agreement (the "Employer"), the trustee(s) identified in this Agreement and any substitutes for or successors to such trustee(s) (the "Trustees"), and Folio Investments, Inc. ("Folio", "we", "us", "our"). The Employer, the Trustees, and Folio mutually agree as follows:

THE PLAN AND THE TRUST

The Employer has adopted an employee benefit plan (the "Plan") for the benefit of its employees. Any change in the name of the Plan, and any merger of the Plan with any other employee benefit plan, shall not affect this Agreement. The Trustees are the trustees of some or all of the assets of the Plan. We have been engaged to provide brokerage services with respect to some or all of the assets of the Plan pursuant to the Custody Agreement by and between us and the investment advisor of the Plan and related Customer Agreement(s) by and between us and the Plan, acting for itself on the duly authorized agent (such Custody Agreement and related Customer Agreements to be referred to hereinafter collectively as the "Related Agreements").

THE CUSTODIAN

The Trustees hereby appoint us as the custodian of the property delivered to us hereunder for deposit to the Custodial Account established pursuant to this Agreement (the "Account") and as the custodian of any property that is attributable thereto and actually received by us, such as any gains or income thereon and any property in which such gains or income are reinvested.

MANNER OF CUSTODY

All right, title, and interest in and to the property held in the Account shall at all times be vested in the Plan, acting through the Trustees. All property held in the Account shall be kept with the same care as we exercise in respect of our own assets. We shall be authorized to hold or permit the holding of such property (i) in its vaults, (ii) with a clearing and/or depository corporation, or (iii) in bearer form so that title may pass by delivery. We shall promptly, upon receiving the Trustees' written direction, cause any securities held hereunder to be reissued in its own name as Custodian for the Account or in the name of the Trustees, but we shall be entitled to deduct any costs and taxes associated with the foregoing from the property in the Account. We shall make distributions from the Account only in accordance with written or mutually agreed upon electronic directions it receives from the Trustees or their designee(s).

DUTIES OF THE CUSTODIAN

Our sole duty under this Agreement is to maintain custody of the property held in the Account and to carry out directions given to us in accordance with this Agreement and the Related Agreements. We shall in no way act as or be considered a fiduciary with respect to the Plan. We will deliver all trade confirmations, monthly statements and other required regulatory notices electronically. Pursuant to the Related Agreements, we will deliver trade confirmations only to your advisor. The Trustees will receive email notices that the account statements and all other required regulatory notices are available for viewing or printing from the account's filing cabinet on our Web site. You agree that these email notices constitute delivery of these statements and notices, and that email notice to your advisor satisfies our confirmation delivery obligation. We shall have no responsibility for the management and control of the Account, it being contemplated that all property held in the Account shall be under the control or direction of a third party in accordance with this Agreement and the Related Agreements. We shall not be responsible for reviewing reports provided by any investment manager or investment advisor engaged under the Plan.

We shall have no duty to demand or require that contributions be made to the Plan, nor shall we be liable to determine the amount of any contributions to the Plan or the adequacy of such contributions to meet or discharge any liabilities under the Plan. We shall not be responsible for the adequacy of the Account to discharge the Plan's liabilities. We shall

not be responsible for managing or investing the assets in the Account, shall be under no duty under this Agreement to, and shall not, supervise, recommend, or advise the Trustees or any investment manager or any participant or beneficiary with respect to the investment, purchase, sale, retention, or other disposition of any property held hereunder and shall not be liable for any losses to the Account as a result of the acts or omissions of the Trustees or any investment manager to or participant or beneficiary of the Plan or any duly authorized agent(s) of the foregoing. We shall not be liable for interest on any cash balances it holds uninvested in the Account pending receipt of instructions. In the absence of instructions in accordance with the Related Agreements, we shall have no power, duty, or authority to invest property held in the Account. We shall have no power or duty to recommend, select, or approve investments for the Account or otherwise to furnish advice with respect thereto. We shall have no power or duty to review any investment or reinvestment made in accordance with the Related Agreements. In acting upon any instruction of the Trustees, we shall not be required to ascertain whether the Trustees properly gave such instruction or whether such instruction was lawful or otherwise permissible. We shall not be responsible for property paid or delivered to any person upon the written direction of the Trustees. We shall have no power or duty to prepare income tax returns or financial or other reports for the Plan and no power or duty to determine the rights of participants, beneficiaries, or other persons under the Plan. Without limiting the generality of the foregoing, in the case of any transaction in accordance with this Agreement or the Related Agreements, the party giving the instructions to us shall have the entire responsibility for assuring that the transaction does not violate the prohibitions of any applicable federal or state law or court order or judgment affecting the administration of the Plan and/or Account.

PLAN ADMINISTRATION

We shall not be the administrator or a fiduciary of the Plan, and shall not be responsible for any aspect of the administration of the Plan. We shall not be required to look into any action taken by the Employer or the Trustees or any of their duly authorized agents and shall be fully protected in taking, permitting, or omitting any action on the basis of any instructions that it receives in accordance with this Agreement and the Related Agreements.

AMENDMENT

We, the Employer and the Trustees jointly reserve the right to amend this Agreement by written instrument executed by all three parties at any time upon mutually acceptable terms.

TERMINATION

This Agreement shall automatically terminate upon the expiration or termination of the Related Agreements. Upon the termination of this Agreement, we shall deliver the property then in the Account to the Trustees in accordance with such written directions as it receives from the Trustees or their duly authorized agent; provided that we shall have the right to deduct from such property any costs (including taxes) incurred delivering such property.

LIMITATION OF LIABILITY

We may rely upon any and all directions or instructions reasonably believed by it to be genuine and shall be fully protected in acting in accordance therewith. The Employer shall indemnify and hold us harmless against any loss, cost, claim damage, expense, and liability (including attorney's fees) and other costs it may incur directly or indirectly resulting or arising from acting upon such directions or instructions. Except for gross negligence or willful misconduct, we shall incur no liability for any act or failure to act pursuant to this Agreement.

CUSTODIAL FEES

The fees due to us shall be solely those specified by the Related Agreements.

ARBITRATION

This Agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- a. All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
 - b. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
 - c. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
 - d. The arbitrators do not have to explain the reason(s) for their award.
 - e. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
 - f. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
 - g. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement. All controversies between or among the parties hereto shall be settled through arbitration as provided for by the Financial Industry Regulatory Authority. Any judgment resulting from arbitration may be entered by any court of competent jurisdiction.
- a. **No Liability for Actions of Others.** We shall not be responsible for any act or omission of the Employer, the Trustees, or any other party under the Plan. We shall be under no duty to inquire into any rule, regulation, instruction, direction, or order purporting to have been issued by the Employer or the Trustees or any of their respective agents, or any other party that the Related Agreements authorize to instruct us.
 - b. **Assignment.** This Agreement is not assignable without the prior written consent of all of the parties hereto, except that we may assign its rights and obligations under this Agreement to an affiliate that it controls or to an affiliate that is controlled by or under common control with us.
 - c. **No Implied Duties.** Our duties and obligations shall be determined solely by the express provisions of this Agreement, and no implied duties, obligations, or covenants shall be implied or read into this Agreement with respect to us.
 - d. **Property.** As used in this Agreement, "property" means cash, bonds, stocks, options, warrants, rights, notes, certificates of deposit, commercial paper, property (real, personal, or mixed), or any other investments of any kind or nature, and any interest, beneficial or otherwise, in a common, collective, or commingled trust or fund of any kind.
 - e. **Survival.** The provisions of Sections 8 and 10 and this Section 11 shall survive the termination, amendment, or restatement of this Agreement.
 - f. **Governing Law.** The internal laws of the Commonwealth of Virginia, without regard to its choice of law provisions, shall govern this Agreement and its enforcement.
 - g. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties concerning the subjects covered herein and supersedes any previous agreements concerning such subjects.

Trustee Certification and Signature

I certify, under penalty of perjury, that:

- The TIN on this application is the Plan's true TIN and the Plan is a U.S. person. Visit our online help center at www.folioinstitutional.com/advisorhelp/open-account.jsp for the definition of a U.S. person.
- The Plan listed above is not subject to backup withholding as a result of failure to report all interest and dividends, or the Internal Revenue Service (IRS) has notified them they are no longer subject to backup withholding.
Check here ONLY is subject to backup withholding.
- On behalf of the Plan listed above, I acknowledge I have received, read, and agree to the terms and conditions set forth in the Customer Agreement, which can be found online at www.folioinstitutional.com.
- I hereby certify, to the best of my knowledge, that the information provided above is complete and correct. I agree to notify Folio promptly of any changes to this information. Please note, further client identification / verification information may be requested, including intermediary owners.

By signing below, I agree to the terms of the [Customer Agreement](#) including the [Exhibit 1](#) - Pre-dispute arbitration clause provided as Exhibit 1.

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Trustee Signature	X	Date (mm/dd/yyyy) / /
Additional Trustee Signature	X	Date (mm/dd/yyyy) / /

Individual Plan Participant Information (For Participant Level Accounts ONLY)

Use this page as a template for the information required for each participant, in a participant level qualified plan account.

Individual Plan Participant Information	Name		
	Date of Birth / /	Social Security Number - -	Email
Primary Address (US Only)	Address		
	City	State	Zip Code
Phone Number	Day Phone () -	Evening Phone () -	

Citizenship Status: U.S. Citizen Resident Alien

We require that each individual plan participant have a unique username.

- **Username Requirements:** Your username must be 8–32 characters. It cannot contain symbols or spaces and is not case sensitive. You will not be able to change your username once this application is complete.

Participant username: