

**Premier Trust**  
**IRA TRUSTEE/CUSTODIAL AGREEMENT**

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

herein referred to as **IRA OWNER/DEPOSITOR**, is herewith depositing with **PREMIER TRUST, INC**, a State Chartered Trust Company, herein referred to as the **TRUSTEE/CUSTODIAN**, certain assets set forth in Request for Transfer, Rollover, Contribution or Conversion Form. It is understood that all of the property deposited hereunder is held by the **IRA OWNER/DEPOSITOR** per Article 8.11 (b) of IRS Form 5305/5305-A.

- (1) The **TRUSTEE/CUSTODIAN** shall safely keep the deposited property and collect and receive the income and principal for the benefit of the PRINCIPAL.
- (2) The **TRUSTEE/CUSTODIAN** shall invest aggregate cash balances automatically in the Bank Deposit Sweep Program ("BDSP")
- [Check one]**
- Yes (**Default**)
- No – Leave cash balances uninvested

The **IRA OWNER/DEPOSITOR** hereby acknowledges receipt of the Bank Deposit Sweep Program Disclosure.

**[Initial here]** \_\_\_\_\_

- (3) The IRA OWNER/DEPOSITOR acknowledges that Federal Reserve Regulation H, at section 208.8(k) gives the IRA OWNER/DEPOSITOR the right to receive a copy of dealer confirmations (no later than five (5) business days after receipt of the broker/dealer's confirmation) for each securities transaction in a non-discretionary (Custodial Only) account at no additional cost. If the account is discretionary (Full Management), a reasonable fee may be charged for sending confirmations.

**[Check one]:**

- IRA OWNER/DEPOSITOR *waives* the right to receive copies of broker confirmations (Default).
- IRA OWNER/DEPOSITOR *does not waive* the right to receive copies of broker confirmations.

The brokerage commissions or charges for purchases and sales of securities shall be included in the cost as shown on the statement.

(4) IRA OWNER/DEPOSITOR acknowledges that the TRUSTEE/CUSTODIAN is required by law to disclose upon request the identity of the owner of the securities held by the TRUSTEE/CUSTODIAN hereunder, unless the IRA OWNER/DEPOSITOR, as owner, objects to such disclosure. IRA OWNER/DEPOSITOR further acknowledges that, absent objection, the TRUSTEE/CUSTODIAN is required by law to disclose to companies whose securities are held by the TRUSTEE/CUSTODIAN hereunder, upon their request, the name and address of the IRA OWNER/DEPOSITOR and its holdings of that company's securities.

**[Check one]:**

- The TRUSTEE/CUSTODIAN is authorized to provide such information upon request.
- The TRUSTEE/CUSTODIAN is not authorized to provide such information upon request (*Default*).

- (4) The TRUSTEE/CUSTODIAN shall act in a custodial capacity only. The TRUSTEE's/CUSTODIAN's responsibility is limited to safekeeping of the property held by the TRUSTEE/CUSTODIAN hereunder. The TRUSTEE/CUSTODIAN shall make no investments or dispositions of any of the property deposited with it except upon the written direction of the IRA OWNER/DEPOSITOR.
- (5) The IRA OWNER/DEPOSITOR directs the purchase, sale or retention of any property held by the TRUSTEE/CUSTODIAN hereunder. Neither TRUSTEE/CUSTODIAN nor its officers, directors, employees, or attorneys will be liable to IRA OWNER/DEPOSITOR for any loss arising out of any investment made or retained at the direction or recommendation of IRA OWNER/DEPOSITOR. Further, if any disposition or acquisition of assets is initiated by the IRA OWNER/DEPOSITOR through any person or organization other than the TRUSTEE/CUSTODIAN, then in such event the TRUSTEE/CUSTODIAN is relieved of any and all liability in connection with such transaction.
- (6) The TRUSTEE/CUSTODIAN shall not be responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instrument deposited with the TRUSTEE/CUSTODIAN hereunder or with respect to the form or execution of the same or the identity, authority or rights of any person executing or depositing the same.
- (7) Property held by the TRUSTEE/CUSTODIAN hereunder may include real estate, but the TRUSTEE/CUSTODIAN shall have no responsibility for managing said real estate.
- (8) This agreement may be modified at any time by written amendment signed by both parties.
- (9) This agreement shall be governed and interpreted under Nevada law, and any judicial, arbitration or mediation proceedings in relation to this agreement shall be maintained in Clark County, Nevada.
- (11) The TRUSTEE/CUSTODIAN shall perform its duties under this agreement in good faith and with reasonable care. In no event shall the TRUSTEE/CUSTODIAN be held liable under this agreement except for the gross negligence or willful misconduct of its officers and employees. The TRUSTEE/CUSTODIAN shall not be liable for the acts or omissions of any broker or other TRUSTEE/CUSTODIAN to whom client has directed any securities trade or other transaction, or any broker, depository or other TRUSTEE/CUSTODIAN selected by the TRUSTEE/CUSTODIAN with reasonable care, or third party pricing services.
- (12) The TRUSTEE/CUSTODIAN shall be compensated for its ordinary and usual duties in accordance with the following fee agreement and may be amended by the TRUSTEE/CUSTODIAN from time to time, and the TRUSTEE/CUSTODIAN shall be entitled to reasonable compensation for any extraordinary or unusual services rendered by the TRUSTEE/CUSTODIAN.
- (13) **[Initial here]** \_\_\_\_\_ **IRA OWNER/DEPOSITOR** hereby acknowledges receipt of the Privacy Policy.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
IRA OWNER/DEPOSITOR

\_\_\_\_\_  
PREMIER TRUST, INC

## **BANK DEPOSIT SWEEP PROGRAM DISCLOSURE**

Please read the complete Disclosure Document describing the Bank Deposit Sweep Program ("BDSP").

Premier Trust, Inc. offers to you one cash sweep vehicle that is used to hold available cash balances. Available cash in your account will be deposited through the Bank Deposit Sweep Program ("BDSP").

The BDSP is:

- a) An interest-bearing FDIC Insurance Eligible Program at one or more FDIC insured depository institutions. The list of banks participating in the BDSP ("BDSP Bank List") is available from your Administrator.
- b) Funds will be swept into the BDSP at one of the participating banks up to the maximum FDIC Insured deposit amount of \$250,000. Funds exceeding the maximum deposit amount will be swept into an alternate participating bank, until all funds are deposited. Once funds equal the maximum deposit amount in all participating banks, additional funds will be swept into an excess participating bank, which the funds will be ineligible for FDIC Coverage.
- c) The interest rate for your BDSP Deposits may be obtained from your Administrator. Your balances will earn the same rate of interest regardless of the participating bank with which your funds are deposited. The interest rate earned by the BDSP will vary.
- d) Clients, with non-retirement account types, interest earned from the BDSP will be taxed as ordinary income in the year it is received. Premier Trust does not give tax advice. You should consult your own tax professional about how the BDSP affects you.
- e) The statement for your Account will indicate your ending BDSP Deposits at each Bank as of the last business day of the statement period. Also, net sweeps to and from the BDSP and interest credited to your BDSP will reflect on your statement.
- f) The BDSP may create financial benefits for Premier Trust or intermediaries. It may differ depending on the amount of cash being deposited, length of time deposited and current interest rates received.

# Premier Trust, Inc. Privacy Policy

At Premier Trust, Inc., protecting your privacy and the confidentiality of your personal information is important to us. We value your business and the trust you put in us, and to offer you the financial products and services you seek, we collect, maintain and use information about you. To help you better understand how your personal information is protected at Premier Trust, Inc., we are providing you with the following statement describing our practices and policies with respect to the privacy of your customer information. In the event you terminate your customer relationship with us, or become an inactive customer, we will continue to adhere to the policies and practices described in this notice.

## **Information We Collect About You**

As your trusted financial institution, we collect, retain and use nonpublic personal information about individual current and former customers to provide services to our customers. We may collect the following categories of nonpublic personal information about you:

- Information we receive from you, through applications for our products or services or other forms; □ Information about your transactions with us, our affiliates or with nonaffiliated third parties;
- Information we receive through our Customer Identification Program (CIP).

## **Information We Disclose About You and To Whom**

We do not disclose any nonpublic personal information about our customers or former customers except as required by law and/or with other parties for your business benefit. Information will only be shared with those with whom we have signed agreements and who will honor the same tenets of this policy. Pursuant to this Privacy Policy, any other parties agree that they shall protect confidential customer information and shall not disclose any confidential information to any third party or use it for any purpose except to perform its business obligations.

Your funds may be deposited into pooled accounts at various depository institutions in a manner designed to provide you with up to \$250,000 FDIC insurance per participating institution. Our third party may allocate these deposits among a number of designated institutions to maximize FDIC insurance coverage, which protects you in the event of a bank failure. All participating banks in the program are depository institutions duly chartered under the law of the United States or a State thereof, the deposits of which are insured by the FDIC.

## **Information We Share**

An affiliate is a company we own or control, a company that owns or controls us, or a company that is owned or controlled by the same company that owns or controls us. Ownership does not mean complete ownership, but means owning enough to have control.

A nonaffiliated third party is a person we do not employ or a company that is not an affiliate of ours.

Premier Trust, Inc. does not disclose nonpublic personal information about you to any nonaffiliated third parties, unless required by law or as specifically authorized by our customer. Examples of this might include disclosures necessary to service your account or prevent unauthorized transactions.

Within affiliated companies, circumstances may arise wherein we will share information so that we can work together to serve you. However, trust account information is not shared for marketing purposes without specific consent from our customers.

Please note: Premier Trust, Inc. may continue to contact its individual customers with offers for its own products and services. You may continue to receive marketing messages via your statement, as well as direct marketing solicitations. Premier Trust, Inc. does not sell customer information to third parties nor does it share customer information with outside parties who may wish to market their products to you.

## **We Protect Your Information**

The protection of your nonpublic personal information is of the utmost importance to us. Premier Trust, Inc. maintains strict practices and procedures to safeguard your privacy in accordance with this privacy policy. We restrict employee access to customer information to only those who have a business reason to know such information, and we educate our employees about the importance of confidentiality and customer privacy.

## **How to File a Complaint**

Premier Trust, Inc. is chartered under the laws of the State of Nevada and by state law is subject to regulatory oversight by the Financial Institutions Division (FID) of the State of Nevada. Any consumer wishing to file a complaint against Premier Trust, Inc. should contact the FID through one of the means indicated below:

In Person or U.S. Mail:  
Nevada Financial Institutions Division  
1179 Fairview Drive, Suite 201  
Carson City, Nevada 89701

Telephone Number: (775) 687-5522  
Fax Number: (775) 687-5523  
Web Site: [www.fid.state.nv.us/contact.htm](http://www.fid.state.nv.us/contact.htm)

We appreciate the opportunity to serve your financial needs. We pledge to follow the policies, safeguards and guidelines as described in this notice, and to protect the confidentiality of your information. Your relationship is very important to us, and we will take great care to honor these commitments to you. Thank you for choosing Premier Trust, Inc.

This notice applies only to nonpublic personal information about individuals who obtain financial services primarily for personal, family or household purposes.

Premier Trust, Inc. reserves the right to change any of its privacy policies and related procedures at any time, in accordance with applicable federal and state laws. You will receive appropriate notice if our Privacy Policy changes.

Premier Trust, Inc. is a wholly-owned subsidiary of Ladenburg Thalmann Financial Services ("Ladenburg Thalmann"). The Ladenburg Thalmann group of companies includes:

Ladenburg Thalmann Financial Services Ladenburg  
Thalmann & Co., Inc.  
Ladenburg Thalmann Asset Management Inc.  
Triad Advisors, Inc.  
Investacorp Inc.  
Securities America Inc.  
Premier Trust, Inc.  
KMS Financial Services, Inc.  
SSN  
Highland Capital Brokerage

## **For More Information**

If you have any questions regarding our Personal Information Privacy Protection Policy, or would like to receive a copy of this Policy, please call us at (702) 507-0750 or visit our Internet site at <http://www.premiertrust.com>.

## FEE SCHEDULE

\$175	<b>INITIAL SET UP FEE</b> ( <i>Charged at time account is established</i> )
\$600	<b>ANNUAL FEE</b> (Annual fees are prorated and deducted quarterly, in arrears) Fee includes: Annual Electronic & Paper Statement Investment holding fee for unlimited Standard Investments* and two (2) Non-Standard Investments** <ul style="list-style-type: none"> <li>· Additional Non-Standard Investment \$300/per asset annually (added to the Annual Fee)</li> </ul> Preparation of one (1) annual IRS Form 5498 & 1099-R Dedicated Account Representative
<b>ITEMIZED FEES:</b>	
<b><i>Real Estate Administration</i></b>	
\$150	· Set-up – per each piece of Real Estate
\$8	· Transaction Service Fee (Incoming/Outgoing - rent, taxes, repairs, etc.)
<b><i>Contracts, Deeds of Trust &amp; Notes</i></b>	
\$100	· Set-up – per asset or liability
\$8	· Transaction Service Fee (Incoming/Outgoing)
\$50	Beneficiary or Demand Statement
Hard Dollar	Reconveyance Fee
<b><i>Corporate Activity</i></b>	
\$10	· DTC Eligible Securities (per transaction)
\$20	· Non-Eligible Securities (per transaction)
\$29.50	· Mutual Funds (per transaction)
	· Common Stock \$4.50 Fee + \$0.03/Share
<b><i>Additional Paper Statements</i></b>	
\$5 per	· One-time
\$15 per year	· Annual
\$25 per year	· Quarterly
\$50 per year	· Monthly
<b><i>Other Extraordinary Fees</i></b>	
\$25	· Overdraft/Return Check
	· Special Mail Handling:
\$5 + cost	Certified Mail
\$20 + cost	Overnight Mail
\$20	· Wire Fee
\$100 per	· Research/Special Services
\$25	· Stop Payment
\$50	· Roth Conversion/Recharacterization Fee
	· Hourly staff costs
\$250	President/CEO
\$200	Trust Officers
\$100	All other employees
\$200	<b>TERMINATION FEE</b>

\* STANDARD INVESTMENT includes mutual funds, publicly traded stock or bonds and other investments as determined by Premier Trust. Please note we are not day traders, so please plan accordingly.

\*\* NON-STANDARD INVESTMENT includes privately-held stock, promissory notes, limited partnership, limited liability company, real estate and other investments as determined by Premier Trust.

## FEE SCHEDULE DISCLOSURES

- This fee schedule represents a discounted version of the normal fee arrangement assessed by Premier Trust, and is being implemented due to the low level of activity currently projected for this account. Upon the death of the Grantor, it is understood that Premier Trust reserves the right, upon 30 days written notice to the beneficiaries, to implement the full fee schedule applicable at that time which is currently in effect for accounts of a similar nature.
- After account has been established, any transaction, maintenance and extraordinary fees will be automatically deducted from liquid cash at the end of each quarter, if funds are available. If funds are not available, you will be invoiced at the end of each quarter, with each invoice being due no later than 30 calendar days after date of billing.
- Premier Trust requires you maintain a cash balance of \$500 in your account at all times.
- If fees are not paid and cannot be deducted from available cash within 30 days from the date of invoicing, a \$25 late fee will be assessed and billed quarterly to the account. Premier Trust may liquidate assets from the account, without notice, for the sufficient amount to cover the fees due.
- Annual administrative fee does not include Brokerage Commissions on trades placed by Premier Trust, Inc. through its or client's selected Broker(s). These costs will be charged directly to the account. If trade placed through Premier Trust's selected Broker, a portion of the fee may be paid as compensation to a Director of Premier Trusts.
- Unfunded accounts and accounts with a zero value continue to incur administrative fees until the account is closed either by the Grantor/Depositor or by the Trustee/Custodian upon resignation.
- Fee invoices for the Grantor/Depositor may be generated if so requested in advance of the period for which the billing cycle is ending.
- Apart from fees charged by Premier Trust, there may be certain fees and charges connected with the investment holdings in your account. These fees may include, but are not limited to: sales commissions, distribution fees, annual maintenance fees, investment management fees, set up fees, surrender or termination fees, independent appraisal fees for non-marketable assets. To find out what fees apply, read the prospectus or contract which will describe the terms of the investment you chose.

Due to the unique nature of each self-directed IRA, it is not possible to delineate all of the possible expenses or services that may be associated with the effective administration of the account. While this fee schedule has been prepared in an effort to address all of the types of services generally common to all such accounts, the list of services delineated in this agreement is not exhaustive. Therefore, it is understood between the Grantor/Depositor and Premier Trust that reasonable compensation for unusual services rendered which are not normally incurred in the account administration, including, but not limited to issues related to tax returns, registered mail, overnight postage, services involving closely-held businesses, sub-dividing real estate, sales of real estate, sales of business properties, complicated tax matters and questions, litigation, special servicing of assets, extraordinary services in the pricing of account asset(s), etc. Should special needs arise that fall outside the issues contemplated by this fee agreement, necessitating the incursion of fees by Premier Trust, we will provide an estimate to the Grantor as to the additional fees associated with the provision of said services and will require written approval from the Grantor before providing the proposed services.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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IRA OWNER/DEPOSITOR

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PREMIER TRUST, INC