

## RESOURCE ARRANGEMENT

THIS RESOURCE ARRANGEMENT (hereinafter, this "Arrangement") is made and entered into on \_\_\_\_\_, \_\_\_\_\_ by and between **PREFERRED TRUST COMPANY, LLC** (hereinafter, "Company"), a Nevada limited liability company, and \_\_\_\_\_ (hereinafter, "Associate"), a \_\_\_\_\_. Company and Associate are sometimes referred to herein collectively as the "Parties" and individually as the "Party".

## RECITALS

**WHEREAS**, Company is the business of acting as a custodian for qualified funds held within a self-directed Individual Retirement Account (IRA) (hereinafter, "IRA Accounts") for individual clients and maintains such client accounts as directed by the client.

**WHEREAS**, Associate is in the business of providing investments/services.

**WHEREAS**, Associate does desire to display investments/services on Company website on the Resource page that may include, but is not limited to; Associate logo, brief description of company profile, and a link to website.

**NOW, THEREFORE**, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do agree as follows:

## ARRANGEMENT

1. **Non-exclusivity.** The arrangement provided for in this Arrangement shall be nonexclusive. Both Parties do agree and acknowledge that both Parties may continue to conduct business, related or not, with other persons, companies or any other such entities without such business resulting in any violation to this Arrangement.
2. **Purpose.** Associate acknowledges that the role of Custodian is to provide passive, non-influenced information. Associate as defined on the Resource page of Company website are provided for general information and do not represent tax, legal and/or investment advice. Selection of investments and the performance of those investments/services are the sole responsibility of the client and not Preferred Trust Company. Presence on the Resource page of Company website does not constitute a recommendation. Preferred Trust Company strongly recommends that each client seek professional advice from an appropriate legal, tax and/or financial advisor prior to making an investment/service decision.
3. **Privacy.** Company does agree that all client information provided by and obtained from Associate will be maintained, used and disclosed in accordance with the privacy requirements of the Gramm-Leach-Bliley Act, as well as any and all applicable regulations and policies and procedures of Company
4. **Application Approval.** Associate does understand and agree that Company shall have sole discretion and authority to determine whether, and under what conditions, an application for IRA

Accounts will be approved or rejected by Company. Any commitments or representations, oral or written, made by Associate shall not be valid or binding upon Company under any circumstances, and Company shall have no obligation whatsoever to Associate or Associate's clients or any other person or entity to approve any application for processing.

5. **Independent Contractor.** Each Party does acknowledge it is an independent contractor and will not represent itself through its actions as an employee or agent of the other Party, and will not conduct its business in a manner that would provide the consumer with the impression that it is an agent, employee, or affiliate of the other Party.
6. **Notice of Representations and Warranties.** Each Party does agree that should any of the representations and warranties made by it in this Arrangement, or in any instrument delivered in connection herewith, be or become untrue or inaccurate at any time in any material respect, Company or Associate, as applicable, will provide prompt written notice to the other Party.
7. **Term.** This Arrangement shall commence on the date first above written and shall continue until terminated by either Party upon 30 day written notice to the other Party. Upon the termination of this Arrangement, Company does agree to continue processing the IRA applications that were submitted by Associate prior to the termination date, with all rights and obligations of the Parties with respect to such applications surviving the termination of this Arrangement. Additionally, the representations and warranties of the Parties contained in this Arrangement shall survive the termination of this Arrangement.
8. **Confidentiality.** Associate does agree that during and after the term of this Arrangement, it shall not disclose the Confidential Information of Company to Associate's directors, officers, employees, agents or representatives or to any third party, except to the extent necessary for Associate to comply with this Arrangement. Company does agree that during and after the term of this Arrangement, it shall not disclose the Confidential Information of Associate to Company's directors, officers, employees, agents or representatives or to any third party. Additionally, any Confidential Information of the other Party that is held by a Party shall be protected from unauthorized disclosure, with the Party holding the other Party's Confidential Information using no less than the degree of care that the Party uses to protect its own Confidential Information, and in no event shall less than reasonable care be used. Upon the termination of this Arrangement, a Party, upon request of the other Party, shall return any Confidential Information of the other Party that it holds to the other Party. For purposes of this paragraph, "Confidential Information" means a Party's Processing standards, manuals, IRA direction materials, documentation, processes or strategies, trade secrets, or financial information; provided that "Confidential Information" of a Party does not include any information that (a) is or becomes generally available to the public other than as a result of a disclosure by the other Party or its directors, officers, employees, agents or representatives in violation of this Arrangement, or (b) is or becomes available to the other Party on a non-confidential basis from a source other than the Party or its directors, officers, employees, agents or representatives.

9. **Notice.** All notices necessary to be given hereunder shall be provided in writing and delivered personally, by facsimile (with receipt confirmed by telephone), by a nationally recognized overnight courier service with package tracking capability, or by United States mail, postage prepaid and registered or certified with return receipt requested, to the respective address or facsimile number set forth on the signature page of this Arrangement, which addresses and facsimile numbers may be revised by notice.
10. **Waiver.** No consent or waiver, express or implied, to or of any breach or default in the performance of any covenant or representation or warranty contained in this Arrangement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other covenant or representation or warranty hereunder.
11. **Entire Arrangement.** This Arrangement supersedes any and all other arrangements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other Arrangement, statement, or promise relating to the subject matter of this Arrangement which is not considered herein shall be valid or binding. Each Party does acknowledge that no representations, inducements, premises or arrangements, oral or written, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied in this Arrangement. This Arrangement shall not be amended except in writing signed by Company and Associate.
12. **Benefit of Parties.** This Arrangement is made for the sole benefit of the Parties. Except as may be otherwise expressly provided in this Arrangement, nothing herein shall create, or be deemed to create a relationship between the Parties, or either of them, and any third party in the nature of a third party beneficiary, equitable lien or fiduciary relationship.
13. **Assignment.** This Arrangement is not assignable by either Party.
14. **Governing Law.** The terms and provisions of this Arrangement, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Nevada, without giving effect to the choice of law principles there under.
15. **Counterparts.** This Arrangement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
16. **Interpretation.** The headings of the paragraphs of this Arrangement are inserted for convenience only and shall not affect the meaning or interpretation of this Arrangement or any provisions thereof. Unless the context otherwise requires (a) the use of the singular form includes the plural, and the use of the plural form includes the singular, (b) the words “herein”, “hereof”, and “hereunder” refer to this Arrangement as a whole and not to any particular provision, (c) the words “include” and “including” mean without limitation by reason of enumeration, and (d) a reference to a paragraph of this Arrangement shall include all subparagraphs of that paragraph. This Arrangement shall be construed fairly as to the Parties and not in favor of or against any Party, regardless of which Party prepared this Arrangement.

**IN WITNESS WHEREOF**, the provisions of this Arrangement have been read, understood and herewith accepted AND the Parties hereto have duly executed this Arrangement on the day and year first above written.

Preferred Trust Company, LLC

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By: Carrie Cook

Its: CEO

2140 E. Pebble Road, Suite 140

Las Vegas, NV 89123

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By:

Its:

Address

City, State, Zip

PREFERRED TRUST COMPANY, LLC  
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