

Contact Center: (800) 248-8447 | [www.IRAServices.com](http://www.IRAServices.com)

Complete this application to open your IRA Services Self-Employed 401(k) Traditional or Roth account

**NOTE: There are three parties associated with the adoption of a 401(k) account — Employer, Plan Administrator, and Plan Participant. With the Self-Employed 401(k), in many cases, the business owner may represent all three parties. Please complete this application accordingly.**

## 1. ACCOUNT TYPE

Provide the address used for tax reporting. Cannot be a PO Box, Mail Drop, or C/O.

## 2. RETIREMENT PLAN INFORMATION (to be completed by the employer) (\*required field)

This section requests plan information to be completed and signed by the Employer.

## 3. PARTICIPANT ACCOUNT INFORMATION (to be completed by the participant)

This section requests participant account information to be completed by the Participant. All fields in bold are required for opening an account.

## 4. PARTICIPANT FINANCIAL PROFILE

We are required to obtain the participant information in this section.

## 5. PARTICIPANT BENEFICIARY DESIGNATION

Complete this section to designate beneficiaries to receive payment of the value of your Self-Employed 401(k) account following your death. If you are married and designate a beneficiary other than your spouse, be sure to have your spouse sign this section in the presence of a notary public.

## 6. PARTICIPANT AND PLAN ADMINISTRATOR SIGNATURES (required)

This section must be signed by both the Participant and Plan Administrator. Please be sure to sign and date your application in ink. We cannot process your application without your signature.



## 1. ACCOUNT TYPE

IRA Services does not setup plans. Plans must be established before opening an account. You may open more than one type of account at the same time. For more about account types, visit [www.IRAServices.com](http://www.IRAServices.com).

Traditional 401(k)	Roth 401(k)
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## 2. RETIREMENT PLAN INFORMATION (to be completed by the employer) (\*required field)

NOTE: To establish a Self-Employed 401(k) account, you must provide IRA Services with a completed Self-Employed 401(k) Custody Agreement.

Business Name*			
Employer Tax ID* (Do not use your Social Security number)	All forms must contain your Employer Tax ID number. Do not use your Social Security number. If you need to obtain a Tax ID number, please call the IRS at (800) 829-1040.		
Name of Plan Administrator*			The Plan Administrator can be the Employer or a person designated by the Employer.
Plan Administrator Address*			
City*	State/Province*	Zip/Postal Code*	Country*
Signature of Employer X			Date (MM/DD/YYYY)

## 3. PARTICIPANT ACCOUNT INFORMATION (to be completed by the participant)

Should IRA Services need to contact you in regards to this request, your preferred method of contact is:

- Email
- Primary Phone

Full Legal Name			
First Name*	Middle Name	Last Name*	
Social Security Number* (last 4 digits)	Date of Birth* (MM/DD/YYYY)	Email (Your personal email only)	
Permanent Address*			
City*	State/Province*	Zip/Postal Code*	Country*
Mailing Address (if different from above)			
City	State/Province	Zip/Postal Code	Country
Evening Phone XXX-XXX-XXXX	Daytime Phone XXX-XXX-XXXX	Extension	
Country of Citizenship US      Other: _____		Country of Tax Residence US      Other: _____	

Identification document must have a reference number and photo. Please attach a photocopy.

## Government ID (Foreign Citizens ONLY)

City of Birth	State/Province of Birth	Country of Birth
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### Immigration Status

Permanent U.S. resident	Non-permanent U.S. resident	Non-resident of U.S.
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Which type of document you are providing?

U.S. Driver's License	DHS Permanent Resident Alien Card	Passport with U.S. Visa	Employment Authorization Document
Passport without U.S. visa		Foreign national identity document	
Bank Name		Account Number	
Bank Address		Phone Number	
Document Number		Country of Issuance	

Number from the document checked above

## 4. PARTICIPANT FINANCIAL PROFILE

### Employment

Employed	Not Employed	Retired	Occupation
Employer Address			
City	State/Province	Zip/Postal Code	Country

### Associations

Check this box if you are associated with, or employed by, a stock exchange or a member firm of an exchange or FINRA, a municipal securities dealer. If you checked the box, obtain and attach the compliance officer's letter of approval ("407 letter") and indicate the associated entity's name and address below. Failure to include an approval letter may delay the processing of your request. We must tell the associated entity you have applied for this account.

Check this box if your association is through your employer. (If you checked this box, you are not required to complete the information below.)

Company name you are associated with

Company Address

City	State/Province	Zip/Postal Code	Country
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Check this box if you are a control person or associated with either a) another member b) member organization or c) an immediate family/household member of a control person or associated with a publicly traded company under SEC Rule 144 (this would include, but is not limited to, a director, 10% shareholder, policy-making officer, and members of the board of directors).

Trading Symbol	Company
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## 5. PARTICIPANT BENEFICIARY DESIGNATION

Designate beneficiaries to receive payment of the value of this IRA Services Retirement account following your death. You may name one or more persons, trusts, or entities. This beneficiary designation applies to this account only and will not impact other IRA Services account beneficiary designations. Additionally, any beneficiary designations you have made on other IRA Services accounts will not apply to this account.

For an existing IRA Services Retirement account only:

Please apply my existing IRA Services Retirement account beneficiary designation to this IRA Services Self-Employed 401(k) account.	Account Number
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NOTE: If beneficiary is a trust, please provide the trust's name and address, the date of the trust, and all the trustee's names. Attach a separate sheet with this information.

Unless you checked the above box, fill out this section completely. Leaving this section blank will indicate no beneficiary is named by you for this account and upon your death you agree to have the payment of the value of this account made to your surviving spouse or, if no surviving spouse, your estate. If more than one person is named and no share percentages are indicated, payment shall be made in equal shares to your surviving primary beneficiary(ies). If a percentage is indicated and a primary beneficiary does not survive you, the percentage of that beneficiary's designated share shall be divided equally among the surviving primary beneficiary(ies). If no primary beneficiaries survive you, payment will be made to any surviving contingent beneficiaries according to the same rules of succession described above for primary beneficiaries.

Please indicate the Participant's marital status

Single	Married	If married and you designate a non-spouse beneficiary as your primary beneficiary, have your spouse sign the Spousal Consent section below in the presence of a notary public.
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### Designation of Primary Beneficiary(ies) (Must add up to 100%)

OPTIONAL DESIGNATION: (Please consult an estate planning attorney before using Per Stirpes.)

Spouse	Name <i>If naming spouse as a beneficiary, do so here.</i>		Relationship	
Non-Spouse				
Trust	Social Security or Taxpayer ID	Date of Birth (MM/DD/YYYY)	Share Percentage %	Per stirpes*
Other Entity				

Non-Spouse	Name		Relationship	
Trust				
Other Entity	Social Security or Taxpayer ID	Date of Birth (MM/DD/YYYY)	Share Percentage %	Per stirpes*

Non-Spouse	Name		Relationship	
Trust				
Other Entity	Social Security or Taxpayer ID	Date of Birth (MM/DD/YYYY)	Share Percentage %	Per stirpes*

Non-Spouse	Name		Relationship	
Trust				
Other Entity	Social Security or Taxpayer ID	Date of Birth (MM/DD/YYYY)	Share Percentage %	Per stirpes*

Total must add to 100%			%	
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## Contingent Beneficiaries

**OPTIONAL DESIGNATION:**  
(Please consult an estate planning attorney before using Per Stirpes.)

\*If this box is checked, if any primary or contingent beneficiary, as applicable, does not survive the account owner, but leaves surviving descendants, then any share otherwise payable to such beneficiary shall instead be paid to such beneficiary's descendants by right of representation.

Spouse	Name <i>If naming spouse as a beneficiary, do so here.</i>		Relationship	
Non-Spouse				
Trust	Social Security or Taxpayer ID	Date of Birth (MM/DD/YYYY)	Share Percentage	Per stirpes*
Other Entity			%	

Non-Spouse	Name		Relationship	
Trust				
Other Entity	Social Security or Taxpayer ID	Date of Birth (MM/DD/YYYY)	Share Percentage	Per stirpes*
			%	

Non-Spouse	Name		Relationship	
Trust				
Other Entity	Social Security or Taxpayer ID	Date of Birth (MM/DD/YYYY)	Share Percentage	Per stirpes*
			%	

Non-Spouse	Name		Relationship	
Trust				
Other Entity	Social Security or Taxpayer ID	Date of Birth (MM/DD/YYYY)	Share Percentage	Per stirpes*
			%	

Total must add to 100%	%
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## Spousal Consent

By signing below, you:

- agree to the designation of the beneficiary(ies) on this form
- understand that you are allowing those beneficiary(ies) to receive assets that would otherwise be paid to you

Print Spouse Name

Spouse's Signature

X

Date (MM/DD/YYYY)

**Notice to Community Property State Residents:** A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**If needed, attach the Acknowledgment Form appropriate for your state.**

**Certificate of Acknowledgment of Notary Public** *Must be a U.S. Notary. Foreign notary or consular seals may NOT be substituted.*

State of \_\_\_\_\_

in the County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_ known to me or satisfactorily proven to be the person whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

## Name and Signature of Notary

▼ Notary Seal/Stamp ▼

Title of Officer

My commission expires (MM/DD/YYYY)

## 6. PARTICIPANT AND PLAN ADMINISTRATOR SIGNATURES (required)

I/We hereby acknowledge and agree to the following:

- This Agreement is solely for the custody of assets held in a single member 401k plan.
- That IRA Services Trust Company is the designated Custodian and IRA Services Inc. is the Administrator.
- Certify that all information provided in the application is correct.
- That this is a custody account only and that I/we are responsible for the success or failure of the investments.
- That I/we have read and understand that this agreement applies to the account you are opening with this application, and that you agree to all terms and conditions on this agreement, as this agreement may be amended from time to time.
- Affirm that you have received and read the Schedule of Fees, that you understand this schedule may change from time to time, and that you agree to pay those fees and charges that apply to your account.
- Agree to pay any transaction fees your bank may charge in connection with transactions involved in opening this account.
- The investments are: (a) not insured by any federal or state deposit guaranteed fund; (b) not guaranteed by IRA Services Trust Company, its subsidiaries, parent, and/or agents; and (c) are subject to investment risk, including the possible loss of the principal invested.
- That certain investments or classes of investments may pose administrative burdens and, therefore, the Custodian reserves the right not to process or accept such investments. The decision not to act upon investment directions which the Custodian determines to be unacceptable for administrative reasons should in no way be construed as a determination concerning the prudence or advisability of investing in the asset.
- The account is subject to the following Arbitration provision.  
*Arbitration Claims:* Any controversy arising out of or relating to this Agreement or the breach thereof, or to the Traditional IRA or any transactions authorized by you and/or your agent, shall be settled by arbitration in San Mateo County, California, according to the rules of The American Arbitration Association. Arbitration is final and binding on the parties. The parties are waiving their right to seek remedies in court, including the right to jury trial. The pre-arbitration discovery is generally more limited than and different from court proceedings.
- I/we hereby give our consent to the Custodian and/or Administrator to the following: (a) have any telephone conversations recorded, (b) accept email as a form of written communication and (c) accept faxed investment authorizations.
- I/we hold harmless, protect and indemnify the Custodian and Administrator from and against any and all liabilities, losses, damages, expenses and charges, including but not limited to attorney's fees and expenses of litigation, which the Custodian and Administrator may sustain or might sustain resulting directly or indirectly from any investment direction or those received from our authorized financial representative and/or agent.
- Hereby (a) adopt and establish this single member 401k custody account with IRA Services Trust Company, or its successors, as Custodian, (b) understand that this Agreement and this Application comprise my entire contractual agreement with IRA Services Trust Company, (c) acknowledge receipt of the Schedule of Fees referenced above, (d) confirm that I have received a copy of IRA Services Trust Company's privacy notice, and (e) understand that IRA Services, Inc. will handle the daily processing of the account.
- If this Application is to transfer to IRA Services Trust Company the assets of an existing retirement account, I/we understand that the appointment of IRA Services Trust Company as successor Custodian will be effective upon receipt of all the Plan assets. Further, I/we understand that IRA Services Trust Company, Custodian expressly does not assume or incur any liability by reason of or have a duty or responsibility to inquire into or take action with respect to any acts performed or omitted to be performed by the current Custodian/Trustee. I/we understand that this transfer may take six weeks or longer.
- Affirm that the beneficiary information provided on this form replaces any prior beneficiary information that may be on record for the indicated account(s).
- Acknowledge that, if I/we check "per stirpes," that any share otherwise payable to a beneficiary shall instead be paid to that beneficiary's surviving descendants by right of representation if the original beneficiary does not survive the account owner.
- Acknowledge that "per stirpes" creates a category of beneficiaries (for example, the children of a beneficiary), and therefore may end up including individuals not yet born or adopted.
- Acknowledge that listing beneficiaries by name does NOT create a category of beneficiaries, and that if you later want to include other beneficiaries, you will need to submit a new beneficiary form.
- Agree that IRA Services has no obligation to locate or notify any beneficiary or to independently verify any information submitted by any person claiming an interest in your account.
- Acknowledge that if you do not provide percentages, the account will be divided equally among primary or contingent beneficiaries, as applicable.
- Acknowledge that if you do not properly name a beneficiary, or no beneficiary survives you, your beneficiary will be your spouse or, if you are not married, your estate.
- Acknowledge that if you are married and live in a community property state (Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, and Wisconsin) and you designate anyone other than your spouse as beneficiary, your designation cannot be accepted without your spouse's notarized signature.
- Agree that if your beneficiary allocation totals at least 99%, but less than 100% (e.g., 3 named beneficiaries are each assigned a 33% interest in the account), IRA Services will assign the unallocated remainder to the first named beneficiary.
- Agree that when your assets are distributed to your beneficiaries, fractional shares that cannot be distributed in accordance with your instructions will instead be given to the beneficiary receiving the largest percentage of the account's assets or, if each beneficiary is receiving an equal percentage, to the last paid beneficiary.
- Acknowledge that acceptance of your application will be indicated by a Letter of Acceptance signed by, or on behalf of, ISTC delivered upon the Custodian's receipt of the initial contribution.
- Affirm that you are at least 18 years old and of full legal age to enter into this Agreement in your state of residence.
- If you have not checked the box for Associations, you represent and warrant that you are not associated with or employed by a stock exchange or a broker-dealer or you are not a control person or associate of a public company under SEC Rule 144 (such as a director, 10% shareholder, or a policymaking officer), or an immediate family or household member of such a person.
- Understand that, upon issuer's request in accordance with applicable rules and regulations, IRA Services will supply your name to issuers of any securities held in your account so you might receive any important information regarding them, unless you notify IRA Services.
- Acknowledge that you will receive a quarterly account statement from IRA Services
- Consent to have only one copy of IRA Services documents, such as annual fee schedule disclosures ("Documents"), delivered to you and any other accounting holding sharing your address.
- Your Documents will be householded indefinitely; however, you may revoke this consent at any time by contacting IRA Services at (800) 248-8447 and you will begin receiving multiple copies within 30 days.

- Acknowledge that IRA Services will not be liable for any loss, expense, or cost arising out of your instructions, provided that it institutes reasonable procedures to prevent unauthorized transactions.
- Acknowledge that this authorization may be revoked only by providing written notice of revocation to IRA Services, in such time and manner as to afford IRA Services a reasonable opportunity to act upon it.
- IRA Services Trust Company and IRA Services, Inc. are not responsible for reviewing or monitoring your contribution, distributions or other transaction for compliance with IRS rules or regulations. You agree to indemnify and hold harmless IRA Services, Inc. and IRA Services Trust Company, their divisions, officers, employees, directors, representatives, owners, affiliates, successors, and assigns from liability for any adverse consequences that may result from any such transaction.
- You acknowledge that IRA Services, Inc. and IRA Services Trust Company and their representatives do not provide tax, legal or investment advice; that the Account is self-directed; and that you assume full responsibility for any transaction. IRA Services, Inc. and IRA Services Trust Company are not responsible for and do not guarantee the products, services or performance of any self-directed investment. You release and agree to indemnify and hold harmless IRA Services, Inc. and IRA Services Trust Company, their divisions, officers, employees, directors, representatives, owners, affiliates, successors, and assigns from liability for any adverse consequences that may result from any transaction.

If you are not a U.S. person:

- State that you are submitting IRS Form W-8 BEN with this application to certify your foreign status and, if applicable, to claim tax treaty benefits.

To help the government fight money laundering and the funding of terrorism, federal law requires IRA Services to obtain your name, date of birth, address, and a government-issued ID number before opening your account, and to verify the information. In certain circumstances, IRA Services may obtain and verify comparable information for any person authorized to make transactions in an account or beneficial owners of certain entities. Further documentation is required for certain entities, such as trusts, estates, corporations, partnerships, and other organizations.

Your account may be restricted or closed if IRA Services cannot obtain and verify this information. IRA Services will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if your account is restricted or closed.

Signature X	Date (MM/DD/YYYY)
Signature X	Date (MM/DD/YYYY)

Please sign and submit additional documents as required.

## DELIVERY INSTRUCTIONS

We will accept faxed or emailed copies of the Self-Employed 401K Account Application forms IF you also sign the 401K Account Acceptance for Self-Employed form by DocuSign.

**Email**  
info@IRAServices.com

**Fax**  
(605) 385-0050

**Regular mail**  
IRA Services  
PO Box 7080  
San Carlos, CA 94070-7080

**Overnight mail**  
IRA Services  
1160 Industrial Road, Unit 1  
San Carlos, CA 94070-4128



Under the Plan, Eligible Participants will be permitted to make elective contributions (401(k) contributions).

## 1. PERSONAL INFORMATION (\*required field)

Should IRA Services need to contact you in regards to this request, your preferred method of contact is:

Email

Primary Phone

First Name*	Middle Name	Last Name*	
Account Number*	Social Security Number* (last 4 digits)	Date of Birth* (MM/DD/YYYY)	
Phone* XXX-XXX-XXXX	Email (Your personal email only)		

## 2. PLAN INFORMATION

The Plan consists of the Plan and Trust Agreement and this Custody Agreement as completed.

### Name of Plan

Plan Name*	
Plan Tax Identification Number*	Plan Number (optional)

The Plan Administrator serves as the main contact for the Plan.

### Name of Plan Administrator (if not the Employer)

Name			
Address			
City	State/Province	Zip/Postal Code	Country
Phone XXX-XXX-XXXX	Email		

NOTE: If left blank, the Plan Year and Limitation Year will be the calendar year.

### Plan Year and Limitation Year (please check one)

Calendar Year	Fiscal Year Ending	Fiscal Year End (MM/DD/YYYY)
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### Plan Status and Effective Date (please check one)

Plan Effective Date	Date (MM/DD/YYYY)	Note: Cannot be earlier than the first day of the current Plan Year.
Amendment Effective Date	Date (MM/DD/YYYY)	Note: Cannot be earlier than January 1, 2007.

Complete if adding 401(k) Contributions to your Plan for the first time:

Effective Date of 401(k) Contributions	Note: Cannot be earlier than the day this amendment is signed.
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### 3. EMPLOYER

Name of Employer*			
Address*			
City*	State/Province*	Zip/Postal Code*	Country*
Phone* XXX-XXX-XXXX	Employer's Tax Identification Number*		

The term "Employer" includes the following Affiliated Employers covered by the Plan


### 4. RELIANCE ON OPINION LETTER

IRA Services Trust Company is relying on the opinion letter issued by the Internal Revenue Service as evidence that your Plan is qualified under section 401 of the Internal Revenue Code except to the extent provided in Revenue Procedure 2011-49.

If you adopt or maintain multiple plans and you wish to obtain reliance with respect to the requirements of sections 415 and 416, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

You may not rely on the opinion letter in certain other circumstances, which are specified in the opinion letter issued with respect to Revenue Procedure 2011-49.

### 5. ACKNOWLEDGMENT & SIGNATURE

The Employer appoints IRA Services Trust Company as Custodian and agrees to the fees set forth in the IRA Services Fee Schedule, as amended from time to time.

IN WITNESS WHEREOF, the Employer has caused this Custody Agreement to be executed

this day of
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Employer (name of business)	
Signature of Employer	Date (MM/DD/YYYY)
<b>X</b>	
Print name of person signing above	

Please sign and submit additional documents as required.

### DELIVERY INSTRUCTIONS

**Email**  
info@IRAServices.com

**Fax**  
(605) 385-0050

**Regular mail**  
IRA Services  
PO Box 7080  
San Carlos, CA 94070-7080

**Overnight mail**  
IRA Services  
1160 Industrial Road, Unit 1  
San Carlos, CA 94070-4128



You must complete this form to establish Internet access to your account(s) with IRA Services Trust Company. You will receive an email from [passwordsupport@IRAServices.com](mailto:passwordsupport@IRAServices.com) with your temporary password. Please add this email address to your Spam filter list to ensure you receive your password. Your login name will be your account number (including the 3-letter prefix).

## 1. PERSONAL INFORMATION (\*required field)

Should IRA Services need to contact you in regards to this request, your preferred method of contact is:

Email

Primary Phone

First Name*	Middle Name	Last Name*
Account Number	Social Security Number*	Date of Birth* (MM/DD/YYYY)
Phone* XXX-XXX-XXXX	Email (your personal email only)	

## 2. INTERNET ACCESS ACCEPTANCE

I hereby request Internet access to ALL my account(s) (both current and future) including account statements and documents, if available, under the following social security number:

Social Security Number\*

By signing below, I acknowledge, on behalf of myself and all users authorized by me (individually and collectively referred to herein as "I"), that:

- By using IRA Services Trust's Internet services I agree to the terms stated in this Agreement and the Account Access Terms and Conditions of Use set forth on the Internet web site.
- I agree that I will accept electronic delivery of all statements, notices and documents if available.
- I will be issued a unique User ID and an initial password. For security purposes I understand that I must change my initial password to a password of my own choosing upon accessing my account(s) for the first time.
- The password that I will be given to gain access to IRA Services Trust's internet services should be kept confidential, and that IRA Services Trust is not responsible for any breach of security caused by my failure to maintain the confidentiality of my password.
- I acknowledge and accept that IRA Services Trust has no obligation to confirm the identity of any person using my User ID and password.
- If I disclose my User ID and password to a third party, I hereby indemnify and hold IRA Services Trust harmless from any action or instruction of such third party in my name.
- If I intend to revoke my authorization of such third party, I will immediately change my password.
- If I believe my User ID and password have been lost or stolen or used without my permission, I will contact IRA Services Trust security operations at [passwordsupport@IRAServices.com](mailto:passwordsupport@IRAServices.com) or call (800) 248-8447 during regular business hours.
- I understand IRA Services Trust expressly discourages me from sending personal, business, financial or account information via Internet email.
- If I choose to send Internet email messages to IRA Services Trust that contain confidential information, I understand that I do so entirely at my own risk, and that IRA Services Trust will not be responsible for any loss or damages that I may incur if I communicate such confidential information by Internet email.
- I hereby agree that IRA Services Trust is not responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of my use of IRA Services' Internet services, and that this agreement shall be governed in accordance with the laws of the state of California.
- I agree to hold IRA Services Trust harmless from all losses, liability, demands, judgments, claims and expenses from my use of the website and the Internet services IRA Services Trust provides. I provide the indemnification without regard as to whether your claim is against me or my authorized representative.

## 3. SIGNATURE

Account Owner's Signature

X

Date (MM/DD/YYYY)

Please sign and submit additional documents as required.

## DELIVERY INSTRUCTIONS

**Email**  
newaccounts@IRAServices.com

**Fax**  
(650) 745-2902

**Regular mail**  
IRA Services  
PO Box 7080  
San Carlos, CA 94070-7080

**Overnight mail**  
IRA Services  
1160 Industrial Road, Unit 1  
San Carlos, CA 94070-4128