

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

**Complete one Account Application per individual applying for an account, per account type.**

Each account established is subject to our custodial fees as outlined in our *FEE SCHEDULE & FINANCIAL DISCLOSURE*.

Mail the account application form with your original ink signature to:

<b>Regular mail</b>	<b>Overnight mail</b>
IRA Services PO Box 7080 San Carlos, CA 94070-7080	IRA Services 1160 Industrial Road, Unit 1 San Carlos, CA 94070-4128

We will accept faxed or emailed copies of the Account Application form IF you also sign the Account Acceptance form by DocuSign. We will not establish your account without your original or electronic signature on the Account Application form. For inquiries, please call (800) 248-8447 or visit us at [www.IRAServices.com](http://www.IRAServices.com).

*The retirement plan you are establishing is self-directed and you are solely responsible for the success or failure of the investments.*

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

Please fill in your personal information. Please include your social security number; if there is no social security number provided, we will not establish your account. Please also provide a valid email address, as we will be contacting you by email regarding your account.

## 2. LEGAL / RESIDENTIAL ADDRESS

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

## 3. PHOTO IDENTIFICATION

Complete this section with the information contained on your **current** government-issued photo ID (Driver's License, Passport, etc). In addition, you **MUST ATTACH A LEGIBLE COPY OF THE PHOTO ID** to the application form. This requirement is part of the government's fight against terrorism and money laundering activities required under the US Patriot Act and other Federal regulations. These laws and regulations require that financial institutions obtain, verify, and record certain identifying information from an individual seeking to open a new account. We are required to obtain and verify name, address, social security number and other information that will allow us to identify you. After your application has been received, a representative from IRA Services Trust Company may contact you to confirm the information provided.

## 4. ACCOUNT TYPE DESIGNATION & ACCOUNT OPENING FEES

**Designate Account Type**—Select the option for the type of account you wish to open. Complete a separate application form if you wish to open different account types.

- If you are opening an Inherited IRA and it is a beneficial account where you are the beneficiary, you must complete the *INHERITED IRA ACCOUNT* form and attach it to your application.
- If you are opening a SEP IRA, please attach a copy of the plan document (or IRS Form 5305-SEP).
- If you are opening a SIMPLE IRA, please attach a copy of the plan document (or IRS Form 5304-SIMPLE).
- If you are opening a Coverdell Education Savings Account, please complete the *COVERDELL EDUCATION SAVINGS ACCOUNT APPLICATION* form.

**Required Opening Fees**—Be sure to include a check for the Account Setup Fee and first Quarterly Account Fee with your application. See the *FEE SCHEDULE & FINANCIAL DISCLOSURE* for the exact amounts of these fees. If you do not include a fee check, we will deduct these fees from the monies that fund your account (see Section 6 below). Please note that there is a \$500 minimum balance requirement to keep your account open. Please see the *FEE SCHEDULE & FINANCIAL DISCLOSURE* for more information.

## 5. BENEFICIARY DESIGNATION, INTERNET ACCESS & REPRESENTATIVE AUTHORIZATION

**Beneficiary Designation**—Complete and attach the *BENEFICIARY DESIGNATION* form. Use as many pages as necessary. Each page must be complete, signed by you and dated. You must show the percentage share each beneficiary is to receive and the percentages must add to 100% for each type of beneficiary, primary or secondary. In community or marital property states, if anyone other than the spouse is named as primary beneficiary, the spouse must sign all beneficiary designation forms and signature must be notarized.

**Internet Access**—You may gain access to your account online, through our website at [www.IRAServices.com](http://www.IRAServices.com), by completing the *INTERNET ACCESS REQUEST* form. Submit it with this application form, or submit it at a later time by fax to (650) 745-2902 or by email to [newaccounts@IRAServices.com](mailto:newaccounts@IRAServices.com). Please ensure that the email address you provided above in Section 1 is a valid email address; a temporary password and instructions on how to view your account online will be sent to that email address when we establish your online access.

**Representative Authorization**—If you wish to designate a representative for your account, complete and attach a *REPRESENTATIVE AUTHORIZATION* form. The person you designate as an authorized representative will be able to gain access to your account information, however, they will not be able to execute any transactions on your behalf unless they provide us with a Power of Attorney.

## 6. FUNDING YOUR ACCOUNT AND/OR TRANSFERRING OR ROLLING OVER ASSETS IN-KIND

It is recommended that you fund your account with at least \$600 more than your intended investment amount so there are sufficient funds to cover the amount of your investment, the investment purchase fees and the \$500 minimum balance requirement. Your investment request will not be processed if you have insufficient funds in your account to cover fees and the \$500 minimum balance requirement. If you intend to transfer or rollover assets in-kind (see below for more information), you are still expected to maintain the \$500 minimum balance requirement, so please fund your account accordingly.

### You may fund your account in four ways:

- **Transfer cash and/or assets from another IRA:** To initiate a custodian-to-custodian transfer of cash or assets from another financial institution with IRA Services Trust Company, please complete the *TRANSFER AUTHORIZATION* form and submit with it your most recent statement from the financial institution from which you are transferring. You need to mail this form and your statement with your account application. We will take care of contacting your financial institution to transfer your cash. For in-kind asset transfers, we will contact you should we require your assistance with the re-registration of your asset(s).
- **Rollover cash and/or assets from a qualified retirement plan such as a 401k, 403b, 457, defined benefit plan, profit sharing plan, etc:** Please initiate a cash rollover with your Plan Administrator. A cash rollover can be done in two ways depending on how your Plan Administrator chooses to handle your request:
  - **Indirect Rollover** in which they will send a check made payable to you. In the case of an indirect rollover, please deposit the check into your personal bank account and write a check made payable to “IRA Services Trust Company”. Please submit a *DEPOSIT NOTIFICATION* form with your check. You may submit this form and the check with your account application, or after your account has been established.
  - **Direct Rollover** in which they will send a check directly to IRA Services Trust Company; please submit a *DEPOSIT NOTIFICATION* form once you have confirmed that your Plan Administrator will send a check directly to IRA Services Trust Company. You may submit this form with your account application, or after your account has been established.

You may also rollover funds from another IRA, however you will have to initiate the rollover process with your financial institution. If you choose to rollover IRA funds, please submit a *DEPOSIT NOTIFICATION* form with the rollover check.

**IMPORTANT:** Please note that if a rollover is executed, your Plan Administrator and/or financial institution will issue a Form 1099R that you must report in your tax filings. In order for the funds to remain tax-free, you must send in your rollover check to IRA Services within 60 days of issuance by your Plan Administrator and/or financial institution. We will provide you with a Form 5498 to offset the Form 1099R at the beginning of the year following our receipt of your rollover funds. The year-end statement you will receive from us is a substitute Form 5498 which you may submit with your Form 1099R. For more information on tax implications, please contact your tax advisor.

- **Make a contribution:** Please consult your tax advisor if you are eligible to make a contribution, and to determine your contribution limit. To make a contribution, please write a check made payable to “IRA Services Trust Company” and submit with it a *DEPOSIT NOTIFICATION* form.
- **Convert an existing Traditional, SEP and/or SIMPLE account with IRA Services Trust Company:** You may only select this option if you designate “Roth” as the account type in Section 4 above. Complete our *ROTH CONVERSION & RECHARACTERIZATION REQUEST* form and submit it with your application form.

### Additional information about transferring and/or rolling over assets in-kind:

An “in-kind” transfer or rollover is one in which we will transfer/rollover your asset(s) “as-is” without the need for you to sell or liquidate and re-purchase the asset(s). A re-registration (or asset transfer) fee will apply per asset transferred or rolled over in-kind. Please see our *FEE SCHEDULE & FINANCIAL DISCLOSURE*.

#### To transfer assets in kind:

- Please complete the *TRANSFER AUTHORIZATION* form and specify the asset(s) you wish to transfer. Please read the *TRANSFER AUTHORIZATION INSTRUCTION SHEET* for information on how to complete the form; you must submit a copy of your most recent statement from the financial institution (from here on out referred to as the “resigning custodian”) from which you are transferring your account.

Once we have received your transfer request in good order, we will forward it to the resigning custodian with our authorized signature and our signature medalion guarantee stamp. The resigning custodian will relinquish ownership of the asset(s) to IRA Services Trust Company by way of an “Assignment” or “Change of Ownership” document. This document authorizes us to begin the re-registration process. We will be in contact with you or your authorized representative (should you designate one) should we require your assistance with the re-registration process.

#### To rollover assets in-kind:

- If you intend to rollover asset(s) in-kind (i.e. the asset(s) have been distributed to you by the resigning IRA Custodian or Plan Administrator/Plan Trustee), you must complete and submit our *DEPOSIT NOTIFICATION* form, and specify the name of the asset (and its value) that you are rolling over, on the “In-Kind Rollover Contribution of an Investment Asset from a Prior IRA or Qualified Retirement Plan” section of the form (Section 5). Please submit a copy of the financial statement listing the asset you are rolling over. If there is no available statement, please provide a letter from your Plan Administrator or Plan Trustee confirming that the asset was held in a Qualified Retirement Plan. We will contact you by mail and provide you with instructions on how to re-register your asset(s).

**IMPORTANT:** You have 60 days from the date of the distribution of the asset to establish your IRA Services Trust Company account and provide us with the *DEPOSIT NOTIFICATION* form indicating your intent to rollover your asset(s). We will not accept any assets past the 60-day rollover period.

## 7. MAKING YOUR INVESTMENT

When you are ready to make your investment, please submit the following documents. You may send these documents along with your account application, or you may send it at a later time by fax to (650) 745-2929 or by email to [investments@IRAServices.com](mailto:investments@IRAServices.com).

- *INVESTMENT AUTHORIZATION* form
- Required documents – please see the *INVESTMENT DOCUMENT REQUIREMENTS* informational document.

You must submit all required documents **at the same time** with your *INVESTMENT AUTHORIZATION* form. If you are making multiple investments, please submit a separate *INVESTMENT AUTHORIZATION* for each asset.

**IMPORTANT:** If you have insufficient funds in your account to cover investment transaction fees, fees due (if any), and the \$500 minimum balance requirement your investment request will not be fulfilled. It is your responsibility to ensure your account is properly funded.

## 8. ACKNOWLEDGMENT & SIGNATURE

Read the acknowledgment section carefully to understand important rights, responsibilities, obligations and information about this account. Finally, complete the application by signing and dating the document. If you do not name your spouse as primary beneficiary and you reside in a community or marital property state, then your spouse must also sign and date the application. We **must** have original signatures; we will not establish your account without your original signature on the Account Application form.



## 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. LEGAL / RESIDENTIAL ADDRESS

Legal/Permanent Address (Cannot be a PO Box, Mail Drop, or C/O.)

Address 1			
Address 2			
City	State/Province	Zip/Postal Code	Country
Evening Phone XXX-XXX-XXXX	Daytime Phone XXX-XXX-XXXX	Extension	

Mailing Address

Same as legal/permanent address

Address 1			
Address 2			
City	State/Province	Zip/Postal Code	Country

## 3. IDENTIFICATION (Please attach a legible copy of your current government-issued photo ID)

Photo ID (i.e. Driver's License, Passport, etc.)	ID Number	Issuing Jurisdiction (Federal, State, etc.)	Expiration Date	Issue Date (optional)
Marital Status	Single	Married	Divorced	Widowed

## 4. ACCOUNT TYPE DESIGNATION & ACCOUNT OPENING FEES

If you wish to open a Coverdell Education Savings Account, please complete a COVERDELL EDUCATION SAVINGS ACCOUNT APPLICATION form.

Designate Account Type—Select the option for the type of account you wish to open. Complete a separate application form if you wish to open different account types.

Traditional	Check this box if this is an inherited IRA where you are the beneficiary.
Roth	Check this box if this is an inherited IRA where you are the beneficiary.
SEP (see instruction sheet; you must complete and attach IRS Form 5305—SEP IRA Employer Agreement)	
SIMPLE (see instruction sheet; you must complete and attach IRS Form 5304—SIMPLE IRA Employer Agreement)	

Required Opening Fees—Be sure to include a check for the Account Setup Fee and first Quarterly Account Fee with your application. See the *FEE SCHEDULE & FINANCIAL DISCLOSURE* for the exact amounts of these fees. If you do not include a fee check, we will deduct these fees from the monies you fund your account with (see Section 6 below). Please note that there is a minimum balance requirement to keep your account open. Please see the *FEE SCHEDULE & FINANCIAL DISCLOSURE* for more information.

## 5. BENEFICIARY DESIGNATION, INTERNET ACCESS & REPRESENTATIVE AUTHORIZATION

**Beneficiary Designation**—Complete and attach the *BENEFICIARY DESIGNATION* form. Use as many pages as necessary. Each page must be complete, signed by you and dated. You must show the percentage share each beneficiary is to receive and the percentages must add to 100% for each type of beneficiary, primary or secondary. In community or marital property states, if anyone other than the spouse is named as primary beneficiary, the spouse must sign all beneficiary designation forms and signature must be notarized.

**Internet Access**—You may gain access to your account online, through our website at [www.IRAServices.com](http://www.IRAServices.com), by completing the *INTERNET ACCESS REQUEST* form. Submit it with this application form, or submit it at a later time by fax to (650) 745-2902 or by email to [newaccounts@IRAServices.com](mailto:newaccounts@IRAServices.com). Please ensure that the email address you provided above in Section 1 is a valid email address; a temporary password and instructions on how to view your account online will be sent to that email address when we establish your online access.

**Representative Authorization**—If you wish to designate a representative for your account, complete and attach a *REPRESENTATIVE AUTHORIZATION* form. The person you designate as an authorized representative will be able to gain access to your account information, however, they will not be able to execute any transactions on your behalf unless they provide us with a Power of Attorney.

## 6. FUNDING YOUR ACCOUNT AND/OR TRANSFERRING OR ROLLING OVER ASSETS IN-KIND

*There is a minimum balance requirement of \$500. See our FEE SCHEDULE & FINANCIAL DISCLOSURE for details.*

It is recommended that you fund your account with at least \$600 more than your intended investment amount so there are sufficient funds to cover the amount of your investment, the investment purchase fees and the \$500 minimum balance requirement. Your investment request will not be processed if you have insufficient funds in your account to cover fees and the \$500 minimum balance requirement. If you intend to transfer or rollover assets in-kind (see below for more information), you are still expected to maintain the \$500 minimum balance requirement, so please fund your account accordingly.

**I will fund my account by (check all that apply; refer to the instruction sheet for an explanation of your funding options):**

Transferring cash and/or assets in-kind from another IRA—Complete and submit a *TRANSFER AUTHORIZATION* form with your most recent statement from the financial institution from which you are transferring.

Rolling over cash and/or assets in-kind from another or qualified retired plan

Cash rollovers: I will submit a *DEPOSIT NOTIFICATION* form when the cash rollover is deposited to my IRA Services Trust Company account. I understand that I will have to initiate a cash rollover by contacting my other IRA custodian or my Plan Administrator, and I acknowledge that this will be a rollover contribution of a distribution from another IRA, or of a lump sum distribution or plan termination distribution paid to me within one taxable year from a qualified employee benefit plan or annuity, either of which is contributed to this IRA within 60 days of receipt of such funds.

In-kind rollovers: If rolling over assets in-kind, I understand that I must submit a *DEPOSIT NOTIFICATION* form indicating my intent to rollover my asset(s) within the 60-day rollover period. If the asset has been distributed to me, I will attach a copy of the Assignment/Change of Ownership document or distribution notice from my prior custodian.

Making a contribution—I have attached a contribution check, and have completed and attached a *DEPOSIT NOTIFICATION* form.

Converting an existing Traditional, SEP and/or SIMPLE account with IRA Services Trust (you may select this option only if you have designated “Roth” as the account type in Section 4 above) – I have completed and attached a *ROTH CONVERSION & RECHARACTERIZATION REQUEST* form.

## 7. MAKING YOUR INVESTMENT

When you are ready to make your investment complete and send an *INVESTMENT AUTHORIZATION* form and any supporting documents required. Please see the *INVESTMENT DOCUMENT REQUIREMENTS* information sheet for more information on supporting documents.

## 8. SIGNATURE AND DATE (Account owner must sign and date.)

I hereby acknowledge the following:

- Certify that all information provided in the online application is correct.
- That the retirement plan I am establishing is self-directed and that I am solely responsible for the success or failure of my investments.
- That IRA Services Trust Company is the designated IRA Custodian and IRA Services Inc. is the Administrator.
- That I have read and understand the IRA Custodial Agreement, Disclosure Statement, and Fee Schedule apply to the account(s) you are opening with this application, and that you agree to all terms and conditions on this application and in the above agreements, as these agreements 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 be responsible for 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.
- That with the exception of deposits in amounts under \$250,000 held at a depository institution and/or other similar banking institutions, my investments are: (a) not insured by the FDIC or any other 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 and/or Administrator reserve the right not to process or accept such investments. The decision not to act upon investment directions which the Custodian and/or Administrator 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.
- My account is subject to an Arbitration provision that appears in the IRA Account Agreement.
- I hereby give my consent to the Custodian and/or Administrator to the following: (a) have my telephone conversations recorded, (b) accept email as a form of written communication and (c) accept faxed investment authorizations.

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 accounts. Further documentation is required for certain entities, such as trusts, estates, corporations, partnerships, be restricted or closed if IRA Services cannot obtain and verify this information. ISTC 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.

- I 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 my investment direction or those received from my authorized financial representative and/or agent.
- Hereby (a) adopt and establish my IRA with IRA Services Trust Company, or its successors, as Custodian, (b) understand that the IRA Custodial Account Agreement and this Application comprise my entire contractual agreement with IRA Services Trust Company, (c) confirm that I have received, read and agree to the terms and conditions contained in the Individual Retirement Custodial Account Agreement for the type of account I selected in Section 1 of this Application, (d) confirm that I have received, read and agree to the terms and conditions of the appropriate financial disclosure statement and Publication 590, (e) acknowledge receipt of the "Schedule of Fees" associated with this Application, (f) confirm that I have received a copy of IRA Services Trust Company's privacy notice, understand that IRA Services will handle the daily administration of the account.
- If this Application is to transfer to IRA Services Trust Company the assets of an existing IRA or other retirement account, I understand that the appointment of IRA Services Trust Company as successor Custodian will be effective upon receipt of all the Plan assets. Further, I 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 understand that this transfer may take three 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 you 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 in accordance with the rules of succession in the Plan Document.
- 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 policy-making officer), or an immediate family or household member of such a person.
- Indemnify the Custodian (its agents, affiliates, successors, and employees) from any and all liability in the event that you fail to meet any IRS requirements concerning your IRA(s).
- 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 househanded 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.

If requesting Automatic Contributions:

- Authorize IRA Services to make, and the bank to accept, electronic payments between this account and the bank account identified in Section 5 (or by attached voided check or deposit slip), by initiating credit or debit entries to the bank account according to valid instructions from you or any other owner or authorized party.
- 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 and the bank a reasonable opportunity to act upon it.

- The contribution limit information is based on federal law as stated in the Internal Revenue Code, and is believed to be accurate. However, eligibility to contribute is dependent on your tax filing status and personal situation. Please consult a competent tax advisor concerning your specific contribution eligibility, and any applicable state laws which may differ from federal law. You instruct IRA Services Trust Company to deposit the funds or securities into your IRA (the "Account"). You understand that the deposit of funds or securities into the Account may have important and possibly irrevocable tax consequences. 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 this 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 this transaction.
- 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 security@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.

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.

**I declare under penalty of perjury that the foregoing is true and correct, including my social security number.**

**Not FDIC Insured**

Non-deposit investments are not insured by the FDIC (Stocks, bonds, mutual funds, notes, real estate, partnerships, LLCs, etc.) Investments are not deposits or other obligations of IRA Services Trust Company and are not guaranteed by IRA Services Trust Company.

Non-deposit investments are subject to investment risk, including possible loss of principal invested.

Participant Signature <b>X</b>	Date (MM/DD/YYYY)
Spouse Signature* <b>X</b>	Date (MM/DD/YYYY)

*\*Only required in community or marital property states, if anyone other than the spouse is named as primary beneficiary. I acknowledge that I am the spouse of the above-named account holder and do hereby give them any interest that I have in the funds or property in this account and consent to the beneficiary designation(s) indicated above. I assume full responsibility for any adverse consequences that may result. No tax or legal advice was given to me by the Custodian, or its agents or representatives.*

Please sign and submit additional documents as required.

**DELIVERY INSTRUCTIONS**

We will accept faxed or emailed copies of the Account Application form IF you also sign the Account Acceptance form by DocuSign.

**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



Use this form to add or change the beneficiaries of your IRA Retirement account(s). If you need more room for information or signatures, use a copy of the relevant page.

## HELPFUL TO KNOW

- You may want to review this document with a tax, financial, or legal advisor.
- This form cancels any existing beneficiary information. Be sure this form includes ALL beneficiaries you want on the account(s).
- 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 in Section 5.

## 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. ACCOUNTS INCLUDED

List all accounts you want this form to apply to.

To indicate different beneficiaries for different accounts, use copies of this form.

IRA Services Account Number	IRA Services Account Number
IRA Services Account Number	IRA Services Account Number

## 3. BENEFICIARIES

For each beneficiary you list by name, check a beneficiary type and provide all information.

A "non-spouse" is any individual who is not your spouse under federal law.

For each child beneficiary, check 'Non-Spouse' and provide the name and the share percentage.

If you outlive a beneficiary and you want that beneficiary's share to go to his or her descendants, check "per stirpes."

### Marital Status

Single	Married	Divorced	Widowed
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### Primary Beneficiaries

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

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

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

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

Total must add to 100%			%	
------------------------	--	--	---	--

Contingent beneficiaries receive assets only if no primary beneficiary survives you.

Do NOT list any primary beneficiaries here.

A "non-spouse" is any individual who is not your spouse under federal law.

For each child beneficiary, check 'Non-Spouse' and provide the name and the share percentage.

If you outlive a beneficiary and you want that beneficiary's share to go to his or her descendants, check "per stirpes."

## Contingent Beneficiaries

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%		%	
------------------------	--	---	--

## 4. SIGNATURE (Account owner or authorized individual must sign and date.)

By signing below, you:

- 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 you 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 in accordance with the rules of succession in the Plan Document.
- 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 in Section 5.
- 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.

Print Owner / Authorized Individual Name	
Account Owner's Signature	Date (MM/DD/YYYY)
X	



**5. SPOUSE'S CONSENT** (Notarized signature required if spouse is not the only primary beneficiary AND you are living in a community property state)

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 Acknowledgement 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)

**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



You must complete this form to establish Internet access to your account(s) with IRA Services Trust Company. You will receive an email from [webmaster@iraservices.com](mailto:webmaster@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 [security@IRAServices.com](mailto:security@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

This statement of Internet Access Terms and Conditions contains the terms that govern your use of the IRA Services Trust Company online site and services. By using the website [IRAServices.com](http://IRAServices.com) or any other site owned and provided by IRA Services Trust Company or IRA Services, Inc. (collectively IRA Services), you explicitly agree to be bound by these terms and conditions.

## 1. PURPOSE OF SITE

Our purpose in providing this Internet website is to provide you, our account holder, with fast and efficient customer service support that is convenient for you to use. We provide this information for your use in a secure environment using several security methods to ensure as secure a site as possible while providing you with access.

## 2. SECURITY OF INFORMATION

- IRA Services has used the following security methods to make the site as secure as possible;
- Your Unique ID**—You have been provided with a unique identification code with which to login into the website. The ID is also your account number and should not be provided to other parties or persons not authorized by you to have access to this site.
- Your Password**—You will be provided with a unique randomly generated password that will give you initial access to your eligible accounts. When you log on for the first time, you will be required to change your password. You will also be required to establish three personal questions and answers that you must answer should you lose your password and need to be issued a new password. IRA Services staff DO NOT know your questions, answers, nor password.
- Security Techniques**—In addition to the items above, security is further enhanced by the use of the industry standard SSL (Secure Sockets Layer) security method that encrypts your account information when it is transmitted over the Internet. It uses the highest degree of Internet security presently available.

## 3. ACCESS TO YOUR ACCOUNTS

You must authorize IRA Services to provide access to your eligible accounts by completing the Internet Access Request and sending it to IRA Services as described on the form. You may remove your authorization by providing written instructions to that effect at IRA Services, PO Box 7080, San Carlos, CA 94070, or by email to [security@IRAServices.com](mailto:security@IRAServices.com). You may view your account information, including balances, transactions, tax information and investor profile at this website. You will generally be able to access your account information seven days a week, twenty-four hours per day. There may be times when the service is not available due to system maintenance or circumstances beyond our control. If you need information about your account at these times, call our customer service center at (800) 248-8447 during regular business hours.

## 4. LIABILITY

IRA Services Trust Company or IRA Services, Inc., including their directors, officers, employees, agents and other related persons, are not liable for any losses or damages arising from your use of the website. This includes those instances where IRA Services have exercised reasonable care, in instances where they do not have direct control or any situation which causes the website to be unavailable for any extended period of time. Further, the losses or damages may arise without limitation in connection with mechanical equipment failures, electronic equipment failures, communication systems interruptions/failures, data processing failures, unauthorized access to any facility including the Internet, operator errors, thefts, natural disasters, labor problems, war, military or governmental action or inaction, electronic systems not controlled by IRA Services (such as the Internet or telephone lines). The use by you of electronic systems not controlled by IRA Services, is solely at the user's risk/liability. IRA Services will not be responsible for the security of and the resulting losses from the transmission of data on any systems not controlled by them.

- Indemnification**—Except to the extent that we are liable under the terms of this agreement or any other agreement between you and IRA Services, or any law applicable, you agree to hold us, our directors, officers, employees, agents and other related persons harmless from all losses, liability, demands, judgments, claims and expenses from your use of the website and the Internet services we provide. You provide the indemnification without regard as to whether our claim is against you or your authorized representative.
- Use of Third Parties**—Except as provided in applicable law, neither we nor our service providers or other agents and related persons shall be liable for any loss or liability from the failure of your equipment, your software or your access to the Internet provided by you, your Internet access provider or any other third party.

IRA SERVICES AND IRA SERVICES TRUST COMPANY AND THEIR REPRESENTATIVES DO NOT OFFER TAX OR LEGAL ADVICE. DO NOT PROVIDE INVESTMENT ADVICE, DO NOT SELL INVESTMENTS, DO NOT EVALUATE, RECOMMEND, OR ENDORSE ANY ADVISORY FIRM OR INVESTMENTS. INVESTMENTS ARE NOT FDIC INSURED AND ARE SUBJECT TO RISK, INCLUDING THE LOSS OF PRINCIPAL. CLIENTS ARE ADVISED TO PERFORM OR FACILITATE THEIR OWN DUE DILIGENCE WHEN INVESTING. THE INFORMATION CONTAINED HEREIN DOES NOT CONSTITUTE LEGAL OR TAX ADVICE AND SHOULD NOT BE CONSTRUED TO APPLY TO ANY INDIVIDUAL PERSON OR SITUATION. EACH PERSON SHOULD CONSULT WITH HIS OR HER OWN PERSONAL TAX ADVISOR, FINANCIAL PLANNER, ATTORNEY OR ACCOUNTANT WITH RESPECT TO SUCH INDIVIDUAL'S SPECIFIC SITUATION AND SHOULD NOT RELY UPON THIS INFORMATION WITHOUT SUCH CONSULTATION.

## 5. TECHNICAL SUPPORT

IRA Services will provide technical support during the hours of 7:00 AM to 5:00 PM Pacific Time Monday through Friday excluding holidays. You may call us at (800) 248-8447, or you may send an email to [info@IRAServices.com](mailto:info@IRAServices.com).

## 6. OTHER TERMS

- Termination**—IRA Services Trust Company may terminate this agreement and/or your access to the IRA Services Trust Company's website in whole or in part at any time, unless otherwise required by law.
- Changes**—We may change the terms of the Agreement from time to time and at any time. Such changes will be updated to this Agreement on the website within thirty (30) days of any change.
- Notifications**—Unless required by applicable law, any notice we are required to provide to you in writing, may be provided to you, at our discretion, electronically to your current email address in our records.
- Governing Law**—This agreement shall be governed by the laws of the State of South Dakota.
- Entire Agreement**—This agreement, Internet Access Request, and any other disclosures or documents that we provide to you from time to time constitute the entire agreement and is the only agreement between you and IRA Services regarding this service.



You must complete this authorization form to allow your Representative to gain access to your account information.

This form does not authorize your Representative to execute any transactions on your behalf, nor does it authorize them to give us verbal confirmations regarding investments, distributions and expense payments on your behalf.

To remove and/or replace a Representative on your account, please complete Section 3 of this form.

To change your "Primary Contact" designation, complete Section 4 of this form.

## 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. ADD A REPRESENTATIVE TO MY ACCOUNT (\*required field)

Representative First Name*		Representative Last Name*	
Representative Phone* XXX-XXX-XXXX		Representative Email*	
Firm/Company Name	Firm Phone XXX-XXX-XXXX	Firm Fax XXX-XXX-XXXX	
Address*			
City*	State/Province*	Zip/Postal Code*	Country*

Designate this Representative as a "Primary Contact"?

**YES**

Select this option if this Representative is to be contacted first should any questions or concerns arise regarding your account. NOTE: Should we require a verbal confirmation of your investment, distribution and expense payment requests, we will contact you, not your designated Primary Contact.

**NO**

Select this option if this Representative is NOT to be contacted first should any questions or concerns arise regarding your account (default if neither option is selected).

### Authorization & Acknowledgment

By signing Section 5 below, I hereby authorize IRA Services Trust Company as Custodian, and their affiliates, to allow the aforementioned Representative to:

- Access my account information, including copies of my account statements, tax filings and online account information.
- Contact IRA Services Trust Company to discuss my account holdings and activity.
- Receive email notifications from IRA Services Trust Company regarding my account.

I hereby acknowledge that the aforementioned Representative does not have the authorization to execute any transactions on my behalf without a Power of Attorney.

### 3. REMOVE A CURRENT REPRESENTATIVE (Complete this section only if you wish to remove a representative from your account)

Name of Current Representative
I wish to remove the above-named Representative from my account.
I wish to replace the above-named Representative with the person named in Section 2.

### 4. CHANGE "PRIMARY CONTACT" DESIGNATION

Name of Current Representative
--------------------------------

Select one of the following options:

Remove the "Primary Contact" status of the above-named current Representative. This Representative is NOT to be contacted <u>first</u> should any questions or concerns arise regarding my account; please contact me instead.
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I would like to designate the above-named current Representative as a "Primary Contact". I would like you to contact him/her first should any questions or concerns arise regarding my account. <i>NOTE: Should we require a verbal confirmation of your investment, distribution and expense payment requests, we will contact you, not your designated Primary Contact.</i>
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### 5. PARTICIPANT SIGNATURE

Participant Signature <b>X</b>	Date (MM/DD/YYYY)
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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

## YOUR PRIVACY IS IMPORTANT TO US

You provide important information about yourself to a variety of businesses and organizations. The same is true when you do business with IRA Services Trust Company. You are asked to provide us with certain personal information that helps us serve you better and complete your transactions more effectively.

We work diligently to safeguard the information you provide us. In fact, we have developed the following policies to ensure your confidentiality and to maintain your confidence in our institution. These policies detail the strict standards we have in place. For this reason, we ask you to please read the following information carefully. In it, we will tell you the sources for non-public personal information we collect on our customers, and what measures we take to secure that information.

## DEFINITIONS

"We", "our", and "us", when used in this notice, mean IRA Services Trust Company. The words "you" and "your" mean account customers who have continuing relationships with us in self-directed IRA accounts where we act as custodian or trustee.

Non-public personal information means information about you that we collect in connection with providing a financial product or service to you. Non-public personal information does not include information that is available from public sources, such as telephone directories or government records.

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 non-affiliated third party is a company that is not an affiliate of ours.

## INFORMATION THAT WE COLLECT ABOUT YOU

We collect non-public personal information about you from the following sources:

- Information we receive directly from you on applications and other forms
- Information about your transactions with us
- Information about your transactions with non-affiliated third parties
- Information from consumer reporting agencies

## INFORMATION WE DISCLOSE ABOUT YOU

It is our policy not to disclose any non-public personal information about customers to anyone, except as required by law. Naturally, in the course of providing you with products or services that you have requested or already have with us, when necessary we disclose customer information required by companies who work for us, such as check printing or data processing companies.

## THE CONFIDENTIALITY, SECURITY AND INTEGRITY OF YOUR NON-PUBLIC PERSONAL INFORMATION

We limit access to non-public personal information to those employees who need to know that information, in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with Federal standards to guard your non-public personal information.

## NON-PUBLIC PERSONAL INFORMATION AND FORMER CUSTOMERS

It is our policy not to disclose any non-public personal information about former customers to anyone, except as permitted by law.

This disclosure will provide you with information about your Self-Directed account and your requirements for managing the account.

## 1. SELF-DIRECT ACCOUNT OVERVIEW (Please refer to the Custodial Agreement for more detailed information about your account)

- **ACCOUNT IS “SELF-DIRECTED”** You (the grantor of the account) are solely responsible for giving IRA Services Trust Company (“ISTC”) directives to take any action on behalf of the account. The assets selected for investment are solely your responsibility. This requires that you assure yourself of the financial soundness and appropriateness of the investment for your account and retirement objectives.
- **ACCOUNT FEES** You have agreed, by opening an account with ISTC, to pay all fees and charges that are made against your account. ISTC will advise you of any fees due and unpaid with your quarterly account statement. These fees are due upon presentment and if no cash is available in your account, ISTC may liquidate assets within the account to satisfy these obligations.
- **ACCOUNT INFORMATION** You have the responsibility to provide certain information about your account and investments to ISTC to allow us to properly complete any required reporting to the Internal Revenue Service or other governmental agencies. If any of the information you provide is not sufficient to complete ISTC’s obligations to the Internal Revenue Service or any other governmental agency, you will be notified of such deficiencies. After allowing you to correct the deficiencies, ISTC, at its sole discretion, will determine the sufficiency of the information and if insufficient, distribute the account assets to you. Future changes in Internal Revenue Service regulations or other laws and regulation may require further action by you to allow ISTC to continue to maintain any specific asset within your account.
- **ACCOUNT TERMINATION** If you desire to terminate your account, you must provide ISTC with a written directive and ensure that all fees are paid prior to the transfer of assets, final termination and closing of your account.
- **HOLD HARMLESS** You agree to hold harmless, protect and indemnify ISTC from and against any and all liabilities, losses, damages, expenses and charges, including but not limited to attorney’s fees, penalties and expenses of litigation, which ISTC may sustain or might sustain resulting directly or indirectly from your account or investments within the account.

## 2. INVESTMENT SELECTION AND PERFORMANCE

- **SELF-DIRECTED INVESTMENTS** Neither ISTC, its employees or agents, nor any affiliate of ISTC has recommended or directed any specific investment for your consideration. Neither ISTC, its employees or agents, nor any affiliate of ISTC has acted in the capacity as an investment advisor or broker-dealer of any purchase or sale of an investment of a security for you, though with your direction ISTC may purchase or sell a publicly-held security on your behalf, either directly or through any affiliate or entity that receives a commission for such a transaction.
- **ASSET PERFORMANCE** The performance of your investment selection, any gain, loss or income, will also be your sole responsibility. ISTC is in no way responsible for, or liable for the performance or results of your investments.
- **NON-ENDORSEMENT** ISTC does not endorse any investment made by you, or provide any investment advice to you about your investments. ISTC’s review of investments is for the sole benefit of ISTC for the purpose of determination of administrative and legal feasibility of the investment and should not be construed as an endorsement or opinion of any investment, investment company, or investment strategy. ISTC does not endorse any broker, financial advisor, investment advisor, or other party involved with the investments chosen by you. You understand it is your duty to perform proper and full due diligence with regard to any such broker, financial advisor, investment advisor or other party.
- **NO DUTY TO INVESTIGATE INVESTMENTS** ISTC holds no duty or obligation to investigate any investment. ISTC is under no duty or obligation to examine, observe, verify title to or otherwise evaluate any potential investment considered or authorized by you, nor is it the duty of ISTC to obtain or maintain any insurance coverage with respect to any asset or investment purchased by you. ISTC is under no obligation or responsibility to take action should there be any default regarding your investment or account.
- **NO DUTY TO REVIEW INVESTMENTS** You understand and acknowledge that you have the sole responsibility for any taxes, penalties or other fees and/or expenses associated with your actions or inactions. It is your sole responsibility and duty to review the merits, legitimacy, or viability of any investment you make. It is not ISTC’s responsibility to review merits, legitimacy, or viability of any investment made by you; nor is it the duty of ISTC to determine whether the investment is acceptable under ERISA, the Internal Revenue Code or any other applicable state or federal law. You understand and acknowledge that certain transactions are prohibited in self directed individual retirement accounts as outlined in Section 4975 of the Internal Revenue Code. Further, you understand that prohibited transactions depend on the facts and circumstances that surround the particular transaction. ISTC is under no obligation to investigate, determine or inform you whether an investment is prohibited. You understand and acknowledge that you are responsible for determining that any investment you make complies with all relevant statutes, rules and regulations, and laws.
- **NON-FDIC-INSURED INVESTMENTS** Your investments are non-FDIC-insured and subject to loss in value. Your investments may involve a substantial risk, may lack liquidity, and may result in a total loss of the investment. You acknowledge and confirm that all risk and loss sustained in your Retirement Account will not affect your retirement income standard; and if a mandatory distribution arises, that you will meet any mandatory distribution requirements by utilizing your IRA and/or other retirement accounts.

## 3. VALUATION

- **ANNUAL VALUATION** If ISTC is unable to obtain an annual valuation for any asset within your account, you will ensure that an annual statement of the fair market value is provided to ISTC in a timely manner.
- **THIRD PARTY VALUATION** ISTC will require a third-party fair market valuation at the time of any taxable distribution, such as a Roth conversion, account holder distribution or required minimum distribution. You will ensure that a licensed professional (CPA, appraiser, etc) knowledgeable about the particular investment will provide such a valuation.

## 4. UNRELATED BUSINESS TAXABLE INCOME (see IRS Publication 590 for further information)

- If your IRA conducts an active trade or business, or invests in a partnership or limited liability company (LLC) taxed as a partnership that conducts an active trade or business, or if the IRA or a partnership or LLC taxed as a partnership in which the IRA invests realizes investment gains through debt-financing, the IRA may have “unrelated business taxable income (UBTI).”

- Unrelated business taxable income, net of any allowable deductions, in excess of \$1,000 in any year may be taxable to your IRA. Applicable taxes are an expense of your IRA and must be paid with IRA funds. ISTC may, at its sole discretion, liquidate any assets in your IRA to pay such taxes if ISTC is notified of a tax deficiency by the IRS. You agree and acknowledge that assets will be liquidated as selected by ISTC. Subject to the contribution rules and limits, you may be able to contribute funds to your IRA to pay taxes in order to avoid liquidation of an asset. For any year that your IRA has unrelated business taxable income, before deductions, of more than \$1,000, you must prepare or have prepared on your behalf any required tax returns or forms, both Federal and State, including Internal Revenue Service Form 990-T. ISTC is not responsible for preparing any return. You agree to prepare or have prepared these required Federal and state tax forms and submit all necessary forms to ISTC for filing at least ten (10) days prior to the date on which they are due. Your account must have enough cash to pay the taxes, if any.

## 5. PROHIBITED TRANSACTIONS (see IRS Publication 590 for further information)

You understand and acknowledge that should you direct your self-directed individual retirement account(s) to engage in a prohibited transaction the account will incur a taxable distribution as well as possible penalties. Prohibited transactions are defined in IRC 4975. You acknowledge to ISTC and confirm that you have consulted with, and in each successive investment will again consult with, your own legal and accounting advisor(s) to ensure that the investment(s) you make does not constitute a prohibited transaction, and that the investment(s) you make complies with all applicable federal and state laws, regulations and requirements, including but not limited to you determining that each interested entity and/or individual in your investment is not a disqualified person under IRC 4975 (e) (2), nor a "party in interest" as defined in ERISA Section 3(14).

You understand and acknowledge that your IRA can lose its exemption from federal income tax if the individual establishing the IRA or an IRA beneficiary engages in a "prohibited transaction." If any other "disqualified person" engages in a prohibited transaction with your IRA, he or she will be subject to an excise tax equal to 15% of the amount involved each year until the transaction is corrected.

A Disqualified Person may be any of the following:

- You, the owner of the plan (IRA);
- A member of your family (i.e., your spouse, ancestors, lineal descendants and their spouses);
- The custodian of the plan;
- Any person providing services or is a fiduciary to the plan;
- Any corporation, partnership, trust, or estate in which you own (either direct or indirect) 50% or more;
- An officer, director, 10% or more shareholder, or highly compensated employee of the 50% or more owned entity described above.

Prohibited transactions generally include, but are not limited to, any direct or indirect:

- Sale, exchange or lease of any property between the IRA and disqualified person;
- Lending of money or any other extension of credit between the IRA and a disqualified person;
- Furnishing of goods, services or facilities between the IRA and a disqualified person;
- Transfer to or use for the benefit of a disqualified person the income or assets of the IRA;
- Act by a disqualified person who is a fiduciary whereby he or she deals with the income or assets of the IRA in his or her own interest or for his or her own account; and,
- Receipt of any consideration for the personal account of any disqualified person who is a fiduciary dealing with the IRA in connection with a transaction involving the income or asset of the IRA.

If the IRA loses its tax exemption because of a prohibited transaction, the fair market value of the IRA assets (net of any nondeductible contributions remaining in the IRA) as of the first day of the year of the transaction must be included in your gross income for the taxable year in which the loss of exemption occurs. If this takes place before you have attained age 59½, you will also be subject to the 10% premature distribution penalty tax on the amount so included in gross income unless there is an applicable exception. If you pledge any part of your IRA as security for a loan, the part so pledged will be treated as a distribution in the taxable year in which the pledging occurs and will be taxed accordingly.

## 6. ADDITIONAL DISCLOSURES (Please refer to the Custodial Agreement for additional information about your account)

- **INDIVIDUAL RETIREMENT ACCOUNT AND ROTH INDIVIDUAL RETIREMENT ACCOUNT INFORMATION** Additional information can be obtained from IRS Publication 590-A and 590-B, which is available at the IRS website [www.irs.gov](http://www.irs.gov).
- **IRA SERVICES TRUST COMPANY IS NOT AN AGENT** ISTC does not represent nor act in the capacity of agent of any investment or other entity in which you may invest. Any promoter, broker, financial advisor, investment advisor, or other party involved in the purchase and sale of your investment is understood and acknowledged by you to be your own agent and representative and not the agent or representative of ISTC. Further, you understand and acknowledge that ISTC does not represent nor act in the capacity as an agent of any investment program or other entity in which you may invest; and any promoter, broker, financial advisor, investment advisor, or other party involved in the purchase or sale of your investment will be understood to be your own employee, agent and representative and not the agent or representative of ISTC. ISTC's capacity is to act solely as a passive custodian to hold Retirement Account assets. ISTC is not bound by or responsible for any representation, statements, warranties, or commitments made by such parties. ISTC holds no responsibility or duty to make recommendations or investigations as to your choice of agent. ISTC has no responsibility to inquire into any investment direction or instruction given to ISTC by you, your employees, agents, or financial representative(s).
- **DOES NOT PROVIDE LEGAL/TAX ADVICE OR SERVICES** You understand and acknowledge that ISTC does not provide you with legal or tax advice or services with respect to your investment. You release, indemnify, and agree to hold harmless, and defend ISTC in the event that your investment, or purchase or sale of assets, related to your ISTC Account violates any federal or state law or regulation or otherwise result in a disqualification, penalty, fine or tax imposed upon the Account, ISTC or its employees, agents, affiliates, or assigns.
- **NOT LIABLE FOR ACCURACY OF STATEMENTS WITHIN DOCUMENTS** ISTC is under no duty to investigate or inquire as to any statement contained within any instrument, certificate, or paper provided by you to ISTC, but ISTC may accept the same as conclusive evidence of the truth and accuracy of the statements contained therein. ISTC shall be free of all liability and fully protected by you when acting upon any document believed to be genuine and to be signed or presented by the proper person(s) by facsimile or other copy.
- **LIMITED DUTIES OF IRA SERVICES TRUST COMPANY** By signing this agreement you understand and agree that ISTC is only required to comply with investment directions given by you to purchase, retain and/or sell assets obtainable by ISTC on a recognized exchange or otherwise, including without limitation, bank deposits, real property, promissory notes, and other indebtedness, mortgages, securities, interests in partnerships and limited liability companies, accounts receivable, securities, interest, etc.; and it is at the sole discretion of ISTC to determine the administrative and operational requirements of the investment. ISTC is not required to notify you regarding any information, knowledge, irregularities or concerns of ISTC relating to your investment or your financial advisor, broker, agent, promoter or representative, except as to civil pleadings or court orders received by ISTC. ISTC will adhere to your directions within a reasonable period of time of receipt of investment directions as to the purchase or sale of investments. ISTC has no duty or responsibility to disperse any payment for your investment without your express direction. You agree to furnish ISTC with payment instructions and acknowledge that it is your responsibility to ensure delivery of all notices regarding your investments. ISTC has no responsibility to forward such



notifications to you. ISTC shall make reasonable efforts to notify you if ISTC is unable or unwilling to comply with an investment direction(s) given by you. ISTC shall, subject to the foregoing, remit funds as directed, but has no responsibility to verify or ensure that such funds have been invested to purchase or acquire the asset selected by you. You consent to the fee schedule of ISTC as in effect and as may be modified from time to time. You acknowledge and consent to ISTC placing all un-invested cash funds in an account chosen by ISTC until ISTC receives further direction from you. You acknowledge and understand that valuations of illiquid assets (e.g., assets that are not traded on a public exchange) are generally reported at cost, or values provided to us by issuers, program sponsors, Account owners or estimates of value. You understand that these values are only for guidance or reporting purposes and should not be deemed an accurate representation of the liquidation value of an asset.

- **LIABILITY FOR “SECURITY” INVESTMENTS** You acknowledge and represent to ISTC that under applicable federal and state securities law, any investment you hold to be a “security” has been registered or is exempt from registration; you release and waive all claims against ISTC for its role in carrying out your instruction with respect to any related investment directives and investments. In accepting your direction of investment, ISTC relies solely on the representation provided by you. You agree to indemnify ISTC with respect to all costs and expenses, including: attorneys’ fees, court fees, fines, penalties, liabilities, damages, actions, judgments, claims arising out of such investment, and/or breach of the foregoing representation.
- **LIMITED RESPONSIBILITIES** ISTC’s responsibilities and duties shall be limited to those explicitly provided to you by ISTC, including but not limited to your IRA custodial account agreement and/or other ISTC documents as provided or as may be required. ISTC shall have no liability to you regarding negligence, breach of fiduciary duty or otherwise. ISTC is only liable for a breach of the terms of the documents and agreements as may be in effect at such a time, or otherwise. Any suit filed against ISTC arising out of or in connection with its position as ISTC of your Account(s) shall only be instituted in the court(s) as set forth herein or other ISTC documents provided to you; and, you knowingly and voluntarily agree to submit to such jurisdiction.
- **MANDATORY ARBITRATION** Any dispute, claim or controversy arising out of or relating to this Agreement or the Custodial Account or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement or the Custodial Account to arbitrate, shall be determined by binding arbitration in San Francisco, California before a former judge. The arbitration shall be administered either by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures or at the sole discretion of ISTC by an arbitrator, who is a former judge, acceptable to ISTC pursuant to its rules that shall govern. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a Court of appropriate jurisdiction. Allocation of Fees and Costs: The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys’ fees of the prevailing party.
- **ATTORNEYS’ FEES** By signing this agreement you agree to reimburse or advance to ISTC, on demand, all legal fees, expenses, costs and fines prior to commencement of any lawsuit or arbitration proceeding including penalties incurred or to be incurred in connection with the defense, contest or prosecution of any claim made, threatened or asserted pertaining to your investment through ISTC, or any other individual or entity including without limitation, claims asserted by you, any state or federal regulatory authority or self regulatory organization. You agree to release and indemnify, hold harmless and defend ISTC from any and all claims, damages, liability, actions, costs, expenses (including without limitation, attorneys’ fees) and responsibility for any loss resulting to the retirement account, you or to any beneficiary or incurred by ISTC in connection with or by reason of any sale or investment made or other action taken (or omitted to be taken) pursuant to and/or in connection with the above direction or resulting from serving as ISTC hereunder.

## 7. ACKNOWLEDGMENT

By opening an account with ISTC you acknowledge that you have read and agree to the conditions and disclosures provided in this document as it pertains to the account and investment(s) you have selected.

You attest that you have received and read all pertinent investment information relating to your transactions in your account with ISTC. You confirm that you have completed the required due diligence related to your investment(s) and maintenance of your ISTC Account and that you meet or exceed those requirements.

You understand that this is a self-directed retirement plan and that you alone are responsible for the investment choices you make, and you hold ISTC harmless from any losses which you may incur as a result of the execution of the instructions you have given ISTC. You hereby authorize ISTC to proceed with any transaction you have requested and that ISTC holds no responsibility to verify or establish that documents are complete, accurate, or that the document(s) are necessary to comply with your direction.

You attest that the information you have given ISTC is true and correct to the best of your knowledge and that any requested transaction does not constitute a violation of the prohibited transactions code section 4975 of the Internal Revenue Code, or any other regulations, plan participation rules or other code sections relating thereto.