

See the instructions for Self-Directed Traditional Roth, Rollover & SEP IRA in Section 4 of the application package.

Check One:

New Contribution Year 20\_\_  Transfer from another IRA

Check One:

Traditional  Roth  Rollover/Traditional  Rollover/Roth  SEP IRA  Inherited Traditional IRA

Inherited Roth

**For Roth Accounts Only**

Type of Roth IRA: (check one)

New IRA

Conversion IRA (complete the following)

Conversion of the entire IRA

Partial Conversion, Conversion Amount \$

Conversion from my existing Equity Trust Company (Equity Trust) IRA# \_\_\_\_\_ to a Roth IRA.

Conversion from my existing account at \_\_\_\_\_ to a Roth IRA.

**Please Complete the Following Information**

Name \_\_\_\_\_

|                           |      |       |          |
|---------------------------|------|-------|----------|
| Street Address (Required) | City | State | ZIP Code |
|---------------------------|------|-------|----------|

|   |      |       |          |
|---|------|-------|----------|
| Mailing Address (if different may use P.O. Box) | City | State | ZIP Code |
|---|------|-------|----------|

|           |               |                     |
|-----------|---------------|---------------------|
| Phone No. | Date of Birth | Social Security No. |
|-----------|---------------|---------------------|

Citizenship

U.S. Citizen

U.S. Citizen living abroad

U.S. Citizen with Dual Citizenship with another country - Other Country of Citizenship

Permanent U.S. Resident Alien

**Beneficiary(ies):**

*(If more than one Primary beneficiary is listed, make sure percentage is noted and totals 100%)*

| Primary Beneficiary(ies) | Percentage | Relationship | Date of Birth | Social Security No. |
|--------------------------|------------|--------------|---------------|---------------------|
| _____                    | _____ %    | _____        | _____         | _____               |
| _____                    | _____ %    | _____        | _____         | _____               |
| _____                    | _____ %    | _____        | _____         | _____               |
| _____                    | _____ %    | _____        | _____         | _____               |

**Contingent Beneficiary(ies):** (Replaces Primary noted above if all Primary predecease the Account Holder)

|       |         |       |       |       |
|-------|---------|-------|-------|-------|
| _____ | _____ % | _____ | _____ | _____ |
| _____ | _____ % | _____ | _____ | _____ |
| _____ | _____ % | _____ | _____ | _____ |
| _____ | _____ % | _____ | _____ | _____ |

NOTE:

- Please consult with your tax and/or legal advisor on the enforceability of your beneficiary designation under your particular state laws.
- If your designated beneficiary is your spouse, (designated either by name or relationship or both), your divorce or annulment or other legal termination of your marriage will automatically revoke your beneficiary designation.
- If you name a trust as beneficiary of your IRA, Equity Trust requires a copy of the full trust document.

P. O. Box 8963, Wilmington, DE 19899-8963 PHONE: 800-209-9010 FAX: 302-999-9554 EMAIL: [DTS@EQUITYINSTITUTIONAL.COM](mailto:DTS@EQUITYINSTITUTIONAL.COM)

**I appoint Equity Trust Company to serve as Trustee. By making this appointment, I agree to and acknowledge the following:**

1. I have read and understand the Self-Directed Individual Trust Agreement ("Trust Agreement"), Disclosure Statement, and Schedule of Trustee Fees and agree to abide by the terms of the plan documents listed above.
2. I have read and understand the information provided in the Instructions regarding float.
3. I agree to pay all applicable fees described in the Schedule of Trustee Fees, which may be changed from time to time. If I do not pay such Trustee fees directly, I authorize my investment representative as "custodian" to debit such Trustee fees from my retirement plan account in accordance with the Trust Agreement.
4. I understand Equity Trust Company is not an investment advisor and does not supervise or control my investment representative. Equity Trust Company does not endorse any particular investment. I agree to use independent judgment in making my investment decisions.
5. I understand that this is a self-directed account and that I am solely responsible for selecting and managing my investments. I understand that Equity Trust, or their agent, does not have a duty to question my direction (or the direction of any investment manager if one has been appointed for my account in accordance with the Trust Agreement) to purchase any investment in the self-directed brokerage account, to make suggestions regarding the investment, retention, or disposition of any assets held in the account, or to monitor any asset on an ongoing basis.
6. I understand that Equity Trust does not conduct, and has not conducted, a due diligence review of any investment, the issuer or sponsor of such investment, or any officer, director, person, or entity affiliated with such investment. I further understand that Equity Trust does not review, and has not reviewed, the merits of any investment or account transaction or whether it is acceptable under the Employee Retirement Income Security Act of 1974 (ERISA), the Internal Revenue Code (IRC) or any other applicable laws, including securities laws.
7. I represent that I will obtain and read all pertinent information relating to my investments, as applicable (i.e. prospectus, annual reports). I understand that Equity Trust is not responsible for obtaining, providing or retaining this information.
8. I agree to consult with an attorney, tax, and investment advisor to review the suitability of any investment I purchase in the self-directed account, if necessary.
9. I understand that the purchase of alternative investments held outside the self-directed brokerage account requires the brokerage firm of record to have a service agreement with Equity Trust permitting the purchase of such investments and that such purchase is limited to investment in limited liability companies, limited partnerships, private placement stock, unsecured debt instruments, or other investments identified by Equity Trust. In addition, I understand that such purchase requires the investment sponsor to complete the Certification from the Investment Sponsor Form prior to the purchase and I authorize Equity Trust to work with the investment sponsor or issuer as necessary to complete any transactions or obtain required reporting information. I agree that it is my responsibility, as a sophisticated investor, to read and understand all pertinent information related to the investment (i.e. subscription agreements, private placement/offering memorandum, partnership agreements, etc.).
10. I understand that the purchase of foreign investments is prohibited unless the brokerage firm of record has a service agreement with Equity Trust permitting such purchase. I understand that the purchase of a foreign investment may require Equity Trust, as trustee, to file a Report of Foreign Bank and Financial Accounts (FBAR) with the Internal Revenue Service (IRS) and that Equity Trust relies on the brokerage firm or investment sponsor to obtain the information for such a filing. I understand that the purchase of foreign investments may result in additional individual filing requirements and Equity Trust is not responsible and will not provide notice or advice on any individual filing requirements.
11. I understand that if the investment is a promissory note or privately offered debt instrument, I must enter into a note servicing agreement with a third party or myself as agent on a form acceptable to Equity Trust or our agent. I further understand that neither Equity Trust nor the borrower can or will act as the servicing agent. If the servicing agent I appoint becomes unable or unwilling to serve the duties outlined in the agreement, it is my responsibility to appoint another servicing agent and, until one is appointed, I will assume the responsibility of the servicing agent. I understand that Equity Trust will not monitor the payments on the note or the maturity date.
12. I understand that if the investment generates Unrelated Business Taxable Income (UBTI) in excess of the applicable limit for any year, I am responsible for preparing the IRS Form 990-T and paying the appropriate tax amount. I further understand that I must maintain enough cash in the account to pay such tax and that I must send IRS Form 990-T to Equity Trust with written direction to pay such tax. I understand that I am solely responsible for ensuring the tax is paid by the appropriate deadline and that I must provide authorization to Equity Trust to pay the tax at least 30 days before the tax is due to the IRS.

13. I understand that Equity Trust must receive the annual fair market value (FMV) of the each investment(s) as of December 31 by January 31st of the following calendar year in the form of a brokerage or investment statement. Equity Trust does not verify the FMV information provided on the brokerage or investment statement. If we do not receive the FMV, Equity Trust reserves the right to resign as trustee or take such other actions as allowed under the Trust Agreement. I agree to, and shall, pay any charges directly or indirectly associated with the valuation of the investment(s) or with Equity Trust's resignation.
14. I understand that certain transactions are prohibited under IRC §4975 and ERISA §406 and that I am responsible for ensuring that account investments or transactions do not constitute a prohibited transaction.
15. I understand that if an investment cannot be liquidated it is my responsibility to ensure that I can satisfy any mandatory distribution requirements with other IRA investments.
16. I understand that Equity Trust is a non-depository trust company and will not hold negotiable certificates. I also understand that I cannot hold the certificates. I agree that, if an investment issues certificates, I will have established an account with a brokerage firm to hold the certificates and that I have verified with the brokerage firm that it can hold the certificates for this investment. I further agree that if I change brokerage firms it will be my responsibility to ensure the new firm can also hold the certificates and notify Equity Trust of the change.
17. I agree to pay all fees that may be charged by the brokerage firm or investment sponsor to liquidate and/or reregister the account in the event the Equity Trust resigns for any reason.
18. I, hereby agree to indemnify and hold Equity Trust and its respective officers, directors, employees, agents, affiliates, successors, and assigns, harmless from, and against, any and all claims, liabilities, penalties, costs or expenses (including, without limitation, attorney fees and court and legal costs) of any nature whatsoever arising directly or indirectly by reason of, or resulting from, the purchase of the investment(s).
19. If this is an inherited IRA, I certify that the additional information provided below for inherited IRAs is accurate.
20. I certify that the above Social Security number is true and correct.

|                                   |      |
|-----------------------------------|------|
| Applicant's Signature<br><b>X</b> | Date |
|-----------------------------------|------|

**To be Completed by Representative**

|                       |               |                          |
|-----------------------|---------------|--------------------------|
| Representative's Name | Firm          |                          |
| Address               |               | Individual's Account No. |
| Phone No.             | Email Address |                          |

**Approval of Trustee**

The foregoing Application is hereby approved by the Trustee this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Attest \_\_\_\_\_ by \_\_\_\_\_

**Please retain a copy for your records.**

**Additional Information for Inherited IRA (Required for all inherited IRAs)**

**I am the Beneficiary of the following IRA (Completed Decedent Information)**

|               |                     |             |
|---------------|---------------------|-------------|
| Name          | Date of Birth       |             |
| Date of Death | Social Security No. | Account No. |

If the decedent's IRA is held at another firm, an Inherited IRA must be established at the other firm before transferring to Equity Trust Company. Please forward a certified copy of the death certificate with the application.

**I am a**

- Spouse Beneficiary
- Non-Spouse Beneficiary \_\_\_\_\_ (example: brother/sister/niece)
- Entity Beneficiary \_\_\_\_\_ (example: charitable institution)
- Trust Beneficiary (Please supply a copy of trust document)

| 1 CUSTOMER INFORMATION |               |                      |          |
|------------------------|---------------|----------------------|----------|
| NAME                   |               | ACCOUNT NUMBER       |          |
| ADDRESS                | CITY          | STATE                | ZIP CODE |
| SOCIAL SECURITY NUMBER | DATE OF BIRTH | DAYTIME PHONE NUMBER |          |

| 2 CERTIFICATION  |  |
|--|--|
| Please select the appropriate choice.  |  |
| <input type="radio"/> Traditional IRA or SIMPLE IRA to Traditional IRA Rollover<br>I certify: <ol style="list-style-type: none"> <li>It has been less than 60 days since I received the funds or property being deposited.</li> <li>I did not receive any other distributions from an IRA during the preceding 12 months which I also rolled over.</li> <li>The assets involved in this rollover have not been rolled over in the past 12 months.</li> <li>If over 70 1/2, I have satisfied my required minimum distribution for the year.</li> <li>SIMPLE IRA only - it has been at least two (2) years since I first began participating in a SIMPLE IRA plan sponsored by my employer.</li> </ol>   |  |
| <input type="radio"/> ROTH IRA to ROTH IRA Rollover<br>I certify: <ol style="list-style-type: none"> <li>It has been less than 60 days since the funds or property being deposited.</li> <li>I did not receive any other distributions from an IRA during the preceding 12 months which you also rolled over.</li> <li>The assets involved in this rollover have not been rolled over in the past 12 months.</li> </ol>  |  |
| <input type="radio"/> Rollover or Direct Rollover from Qualified Plan to a Traditional IRA<br>I certify: <ol style="list-style-type: none"> <li>I am an eligible participant (participant, spouse beneficiary, or former spouse due to divorce).</li> <li>It has been less than 60 days since I received the funds or property being deposited.</li> <li>I received these funds from an eligible qualified retirement plan.</li> <li>If over 70 1/2, I have satisfied my required minimum distribution for the year.</li> <li>The rollover consists only on funds or property distributed from the qualified plan or the proceeds from the sale of the property distributed from the qualified plan.</li> <li>All of the funds included are eligible to be rolled over.</li> </ol> |  |
| <input type="radio"/> Traditional IRA to a ROTH IRA Rollover (indirect conversion)<br>I certify: <ol style="list-style-type: none"> <li>It has been less than 60 days since I received the funds or property being deposited.</li> <li>If over 70 1/2, I have satisfied my required minimum distribution for the year.</li> </ol>  |  |

| 3 SIGNATURE AND DATE   |      |
|--|------|
| I am familiar with and understand the rollover rules and conditions. I certify that I met the requirements for making a rollover contribution. Due to the important tax consequences of rolling over funds or property to an IRA, I understand that the Trustee cannot and has not provided tax advice. I release, indemnify and hold the Trustee harmless against any liabilities I may incur as a result of this transaction. By signing this agreement, I understand that I have irrevocably designated this contribution as a rollover contribution. |      |
| SIGNATURE  | DATE |

# Simplified Employee Pension—Individual Retirement Accounts Contribution Agreement

(Under section 408(k) of the Internal Revenue Code)

Do not file  
with the Internal  
Revenue Service

\_\_\_\_\_ makes the following agreement under section 408(k) of the Internal Revenue Code and the instructions to this form.  
(Name of employer)

## Article I—Eligibility Requirements (check applicable boxes—see instructions)

The employer agrees to provide discretionary contributions in each calendar year to the individual retirement account or individual retirement annuity (IRA) of all employees who are at least \_\_\_\_\_ years old (not to exceed 21 years old) and have performed services for the employer in at least \_\_\_\_\_ years (not to exceed 3 years) of the immediately preceding 5 years. This simplified employee pension (SEP)  includes  does not include employees covered under a collective bargaining agreement,  includes  does not include certain nonresident aliens, and  includes  does not include employees whose total compensation during the year is less than \$450\*.

## Article II—SEP Requirements (see instructions)

The employer agrees that contributions made on behalf of each eligible employee will be:

- A. Based only on the first \$205,000\* of compensation.
- B. The same percentage of compensation for every employee.
- C. Limited annually to the smaller of \$41,000\* or 25% of compensation.
- D. Paid to the employee's IRA trustee, custodian, or insurance company (for an annuity contract).

\_\_\_\_\_  
Employer's signature and date

\_\_\_\_\_  
Name and title

## Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

Form 5305-SEP (Model SEP) is used by an employer to make an agreement to provide benefits to all eligible employees under a simplified employee pension (SEP) described in section 408(k).

Do not file Form 5305-SEP with the IRS. Instead, keep it with your records.

For more information on SEPs and IRAs, see Pub. 560, Retirement Plans for Small Business (SEP, SIMPLE, and Qualified Plans), and Pub. 590, Individual Retirement Arrangements (IRAs).

### Instructions to the Employer

Simplified employee pension. A SEP is a written arrangement (a plan) that provides you with an easy way to make contributions toward your employees' retirement income. Under a SEP, you can contribute to an employee's traditional individual retirement account or annuity (traditional IRA). You make contributions directly to an IRA set up by or for each employee with a bank, insurance company, or other qualified financial institution. When using Form 5305-SEP to establish a SEP, the IRA must be a Model traditional IRA established on an IRS form or a master or prototype traditional IRA for which the IRS has issued a favorable opinion letter. You may not make SEP contributions to a Roth IRA or a SIMPLE IRA. Making the agreement on Form 5305-SEP does not establish an employer IRA described in section 408(c).

When not to use Form 5305-SEP. Do not use this form if you:

1. Currently maintain any other qualified retirement plan. This does not prevent you from maintaining another SEP.
  2. Have any eligible employees for whom IRAs have not been established.
  3. Use the services of leased employees (described in section 414(n)).
  4. Are a member of an affiliated service group (described in section 414(m)), a controlled group of corporations (described in section 414(b)), or trades or businesses under common control (described in sections 414(c) and 414(o)), unless all eligible employees of all the members of such groups, trades, or businesses participate in the SEP.
  5. Will not pay the cost of the SEP contributions. Do not use Form 5305-SEP for a SEP that provides for elective employee contributions even if the contributions are made under a salary reduction agreement. Use Form 5305A-SEP, or a nonmodel SEP.
- Note. SEPs permitting elective deferrals cannot be established after 1996.

Eligible employees. All eligible employees must be allowed to participate in the SEP. An eligible employee is any employee who: (1) is at least 21 years old, and (2) has performed "service" for you in at least 3 of the immediately preceding 5 years. You can establish less restrictive eligibility requirements, but not more restrictive ones.

Service is any work performed for you for any period of time, however short. If you are a member of an affiliated service group, a controlled group of corporations, or trades or businesses under common control, service includes any work performed for any period of time for any other member of such group, trades, or businesses.

Excludable employees. The following employees do not have to be covered by the

SEP: (1) employees covered by a collective bargaining agreement whose retirement benefits were bargained for in good faith by you and their union, (2) nonresident alien employees who did not earn U.S. source income from you, and (3) employees who received less than \$450\* in compensation during the year.

Contribution limits. You may make an annual contribution of up to 25% of the employee's compensation or \$41,000\*, whichever is less. Compensation, for this purpose, does not include employer contributions to the SEP or the employee's compensation in excess of \$205,000\*. If you also maintain a salary reduction SEP, contributions to the two SEPs together may not exceed the smaller of \$41,000\* or 25% of compensation for any employee.

You are not required to make contributions every year, but when you do, you must contribute to the SEP-IRAs of all eligible employees who actually performed services during the year of the contribution. This includes eligible employees who die or quit working before the contribution is made.

Contributions cannot discriminate in favor of highly compensated employees. Also, you may not integrate your SEP contributions with, or offset them by, contributions made under the Federal Insurance Contributions Act (FICA).

If this SEP is intended to meet the top-heavy minimum contribution rules of section 416, but it does not cover all your employees who participate in your salary reduction SEP, then you must make minimum contributions to IRAs established on behalf of those employees.

Deducting contributions. You may deduct contributions to a SEP subject to the limits of section 404(h). This SEP is maintained on a calendar year basis and contributions to the

\* For 2005 and later years, this amount is subject to annual cost-of-living adjustments. The IRS announces the increase, if any, in a news release, in the Internal Revenue Bulletin, and on the IRS website at [www.irs.gov](http://www.irs.gov).