

# Precious Metals Exchange Form

**NOTE:** All investment paperwork must be titled correctly: **NDTCO as custodian FBO Client's Name IRA**. If you have a 401(k) or beneficiary account, please call our office for correct vesting (titling).

## 1. ACCOUNT INFORMATION

Your Name: (as it appears on your account, not your title or vesting name)	New Direction Account Number:
Account Type: <input type="checkbox"/> Traditional IRA <input type="checkbox"/> Roth IRA <input type="checkbox"/> SEP IRA <input type="checkbox"/> SIMPLE IRA <input type="checkbox"/> Inherited IRA <input type="checkbox"/> Solo 401(k) <input type="checkbox"/> HSA	
Phone Number:	Email Address:

## 2. TELL US ABOUT YOUR DEALER AND DEPOSITORY

Dealer Name:	Depository Name:
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I understand that New Direction Trust Company is not responsible for contacting the dealer and establishing a selling or buying price.

## 3. ACKNOWLEDGEMENT OF EXCHANGE INSTRUCTIONS

<div style="border: 1px solid black; width: 40px; height: 40px; margin: 0 auto;"></div> <p>Initial Here</p>	<p>I acknowledge that by submitting this request I will contact my dealer of choice and agree upon a selling and buying price for my metals. I will submit an invoice, which will list all final prices. I further understand that my Precious Metals Dealer listed on this form may contact New Direction Trust Company to receive information regarding this investment and current holdings to complete the exchange.</p>
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## 4. HOW WOULD YOU LIKE TO PAY FOR THE TRANSACTION? (All fees are due at time of transaction. Shipping and handling fees may apply.)

Choose One: <input type="checkbox"/> Your Account <input type="checkbox"/> Credit Card	Credit Card Type: (the following are accepted) <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover Card Number: _____ 3 Digit Security Code: _____ Exp Date: _____ Exact Name on Card: _____ Signature: _____
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## 5. AUTHORIZATION

I confirm that I am directing New Direction Trust Company, the Custodian, to complete this transaction as specified above. I understand that my account is self-directed, and I take complete responsibility for any investment I choose for my account, including the investment specified in this document. I understand that the Custodian does not sell or endorse any investment products, and that it is not affiliated in any way with any investment provider. I understand that the role of the Custodian is limited, and its responsibilities do not include investment selection for my account. I acknowledge that the Custodian has not provided or assumed responsibility for any tax, legal or investment advice with respect to this investment, and I agree that Custodian will not be liable for any loss which results from my decision to purchase this investment. I understand that the Custodian has not reviewed or will review the merits, legitimacy, appropriateness or suitability of this investment, and I certify that I have done my own due diligence investigation prior to instructing the Custodian to execute this transaction for my account. I understand that the Custodian does not determine whether this investment is acceptable under the Employee Retirement Income Securities Act (ERISA), the Internal Revenue Code (IRC), or any applicable federal, state, or local laws, including securities laws. I understand that it is my responsibility to review any investments to ensure compliance with these requirements.

I understand that in processing this transaction the Custodian is only acting as my agent, and nothing will be construed as conferring fiduciary status on the Custodian. I agree that the Custodian will not be liable for any investment losses sustained by me or my account as a result of this transaction. I agree to indemnify and hold harmless the Custodian from any and all claims, damages, liability, actions, costs, expenses (including reasonable attorneys' fees) and any loss to my account as a result of any action taken in connection with this investment transaction or resulting from serving as the Custodian for this investment, including, without limitation, claims, damages, liability, actions and losses asserted by me. I understand that if this Direction Letter and any accompanying documentation are not received as required, or, if received, are unclear in the opinion of the Custodian, or if there are insufficient undirected funds in my account to fully comply with my instructions execute the transaction and to pay all fees, the Custodian may not process this transaction until proper documentation and/or clarification is received, and the Custodian will have no liability for loss of income or appreciation. I understand that my account is subject to the provisions of Internal Revenue Code (IRC) §4975, which defines certain prohibited transactions. I acknowledge that the Custodian has not made or will make any determination as to whether this investment is prohibited under §4975 or under any other federal, state or local law. I certify that making this investment will not constitute a prohibited transaction and that it complies with all applicable federal, state, and local laws, regulations and requirements. I understand that with some types of accounts there are rules for Required Minimum Distributions (RMDs) from the account. If I am now subject to the RMD rules in my account, or if I will become subject to those rules during the term of this investment, I represent that I have verified either that the investment will provide income or distributions sufficient to cover each RMD, or that there are other assets in my account or in other accounts that are sufficiently liquid (including cash) from which I will be able to withdraw my RMDs. I understand that failure to take RMDs may result in a tax penalty of 50% of the amount I should have withdrawn. Not Responsible for Market Condition Variances: I understand that I have agreed and instructed the Custodian to follow the transaction directions which I provide, as confirmed by written Buy Direction Letters to the Custodian from the undersigned for the Account.

I further understand that some transactions that I may direct or instruct the Custodian to complete, especially commodities such as precious metals, that may be dependent upon the operation of global markets and entities, there could be fluctuations in price and condition of said investments from the time that I issue a Direction Letter to Custodian and the time when the transaction can actually be completed and recorded in my Account. I hereby agree to release, indemnify, defend and hold Custodian harmless from any claims regarding the fluctuation in prices and/or conditions if any. I further agree to waive any claims that I may have, past, present or future, known or unknown, anticipated or unanticipated, with respect to the fluctuation or change in the price or condition of any investment that I direct or instruct the Custodian to make from the time I deliver my Direction Letter to the Custodian until the time the transaction is actually completed and recorded to my Account. Transactions with insufficient funds will not be processed until sufficient funds are received. If fees are being deducted from my account, the full amount of the transaction plus fees must be available before your transaction can be processed. I understand that all communication regarding this transaction must be in writing and must be signed by me or by my authorized agent on my behalf, and that no oral modification of my instructions will be valid and that no person at the office of the Custodian has the authority to modify any of the foregoing provisions. I certify that I have examined this document and any accompanying documents or information, and to the best of my knowledge and belief, it is all true, correct and complete.

**I declare that I have examined this document, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete. If I request NDTCO to transfer metals from the depository to me as a distribution, to a dealer for sale or exchange, or to another third party, the cost of shipment, insurance, and processing by the depository, if any, is my responsibility.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please read the disclosure above the signature line before signing and dating.