

ACCOUNT APPLICATION

 **New Direction**
TRUST COMPANY
1070 W. Century Drive
Louisville, CO 80027
P: 877-742-1270 | F: 303-665-5962

PAPER APPLICATION | \$75.00 ACCOUNT OPENING FEE APPLIES
OPEN YOUR ACCOUNT ONLINE FOR \$30.00

1. PERSONAL INFORMATION

Legal Name: (First, Middle, Last, Suffix)		Social Security Number:	
Date of Birth: (MM/DD/YYYY)		Marital Status:	
Legal Address:	Legal Address City:	Legal Address State:	Legal Address ZIP:
Mailing Address: (if different from above)	Mailing Address City:	Mailing Address State:	Mailing Address ZIP:
Phone Number:		Cell Phone Number:	
Email Address:		Fax Number:	
How did you hear about us?		Coupon Code:	

2. ACCOUNT OPTIONS (TRADITIONAL, ROTH, SEP, SIMPLE, HSA, INHERITED IRA)

Desired Account Type:		Employer Name: (for SEP and SIMPLE Accounts Only)	
<input type="checkbox"/> This is an Inherited account	Name of Deceased: (First, Middle, Last, Suffix)		
Date of Birth of Deceased: (MM/DD/YYYY)		Date of Death of Deceased: (MM/DD/YYYY)	
HSA Accounts Only: Please indicate whether the HSA you intend to open is an individual HSA or Family HSA. Contribution limits vary.		<input type="radio"/> Individual	<input type="radio"/> Family
Would you like to receive account statements via electronic means?		<input type="radio"/> Yes	<input type="radio"/> No (\$10 fee)

3. FEE PAYMENT OPTIONS

CREDIT CARD INFORMATION – Mandatory for Account Opening

Card Number:		3-digit Security Code:	
Exact Name on Card:		Expiration Date:	
Billing Address:	Billing Address City:	Billing Address State:	Billing Address ZIP:

HOW WOULD YOU LIKE TO PAY FUTURE FEES?

- I would like this credit card to be the primary payment method for my account.
- I would like the cash balance in my account to be the primary payment method.

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4. BENEFICIARY INFORMATION

If the Primary or Contingent box is not checked for a beneficiary, the beneficiary will be deemed to be a Primary Beneficiary. In the event of my death, the balance in the account shall be paid to the Primary Beneficiaries who survive me in equal shares (or in the specified shares, as indicated). If none of the Primary Beneficiaries survive me, the balance in the account shall be paid to the Contingent Beneficiaries who survive me in equal shares (or in the specified shares, as indicated). If any Primary or Contingent Beneficiary does not survive me, such beneficiary's interest and the interest of such beneficiary's heirs shall terminate completely, and the share for any remaining Primary or Contingent Beneficiary shall be increased on a pro rata basis. If no Primary or Contingent Beneficiary survives me, the remaining balance in the account shall be distributed in accordance with the plan provisions to my estate. I hereby revoke any prior beneficiary designation made by me and designate the below as my Primary and Contingent Beneficiary of this IRA.

<input type="radio"/> Primary Beneficiary <input type="radio"/> Contingent Beneficiary			
Name:		Relationship	
Address:		City:	State: ZIP:
Social Security Number:		Date of Birth: (MM/DD/YYYY)	Share:
<input type="radio"/> Primary Beneficiary <input type="radio"/> Contingent Beneficiary			
Name:		Relationship	
Address:		City:	State: ZIP:
Social Security Number:		Date of Birth: (MM/DD/YYYY)	Share:
<input type="radio"/> Primary Beneficiary <input type="radio"/> Contingent Beneficiary			
Name:		Relationship	
Address:		City:	State: ZIP:
Social Security Number:		Date of Birth: (MM/DD/YYYY)	Share:

SPOUSAL CONSENT (REQUIRED ONLY IF YOUR SPOUSE IS NOT YOUR PRIMARY BENEFICIARY)

The consent of spouse must be signed only if all of the following conditions are present; your spouse is living, your spouse is not the sole Primary Beneficiary named and you and your spouse are residents of a community property state (AZ, CA, ID, LA, NM, NV, TX, WA or WI).

I am the spouse of the account holder listed above. I hereby certify that I have reviewed the Designation of Beneficiary Form and I understand that I have a property interest in the account. I hereby acknowledge and consent to the above designation of beneficiary other than, or in addition to, myself as primary beneficiary. I further acknowledge that I am waiving part or all of my rights to receive benefits under this plan when my spouse dies. By signing below, I hereby consent to the above beneficiary designation.

Spouse Printed Name:	Spouse Signature:	Date:
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5. ACKNOWLEDGEMENTS AND AGREEMENT TO TERMS

Your signature is required. Please read before signing. By signing this application, you acknowledge the following:

Custodian

The Custodian of my account is New Direction Trust Company "NDTCO". I understand that the Custodian may resign by giving me written notice at least 30 days prior to the effective date of such resignation. I understand that if I fail to notify the Custodian of the appointment of a successor trustee or custodian within such 30-day period, then the assets held by the Custodian in my account (whether cash or personal or real property, wherever located, and regardless of value) will be distributed to me, outright and free of trust, and I will be wholly responsible for the tax consequences of such distribution.

Inactive Accounts:

Accounts that maintain a zero balance for 90 days or more may be deemed inactive and closed at our discretion. We will attempt to notify you in advance, but we are not obliged to do so.

No Tax, Legal, or Investment Advice:

I acknowledge that the Custodian is not a fiduciary for my account and does not provide or assume responsibility for any tax, legal, or investment advice with respect to the investments and assets in my account and will not be held liable for any loss which results from my exercise of control over my account. I understand that my account is self-directed, and I take complete responsibility for any investments I choose for my account. I further understand that the Custodian does not sell or endorse any investment products. If the services of the Custodian are marketed, suggested, or otherwise recommended by any person or entity, such as a financial representative or investment promoter, I understand that such persons are not in any way agents, employees, representatives, affiliates, partners, independent contractors, consultants, or subsidiaries of the Custodian, and that the Custodian is not responsible for any statements, representations, warranties, or agreements made by any such person or entity. I will consult independently, as I determine is necessary, with my own CPA, attorney, financial planner, or other professional prior to directing the Custodian to make any investment in my account.

Prohibited Transactions:

I understand that my account is subject to the provisions of the Internal Revenue Code (IRC) Section 4975 which defines certain prohibited transactions. I acknowledge and agree that the Custodian will not make any determination as to whether any transaction or investment in my account is prohibited under sections 4975, 408(e), or 408A, or under any other state or federal law. I accept full responsibility to ensure that none of the investments in my account will constitute a prohibited transaction and that the investments in my account comply with all applicable federal and state laws, regulations, and requirements.

Unrelated Business Income Tax:

I understand that my account may be subject to the provisions of IRC Sections 511-514 relating to Unrelated Business Income Tax (UBIT) of tax-exempt organizations. I agree that if I direct the Custodian to make an investment in my account which generates income that is subject to UBIT, I will be responsible for preparing or having prepared the required IRS form 990-T tax return, an application for an Employer Identification Number (EIN) for my account, and any other documents that may be required, and to submit them to the Custodian for filing with the Internal Revenue Service at least ten (10) days prior to the date on which the return is due, along with an appropriate directive authorizing the Custodian to execute the forms on behalf of my account and to pay the applicable tax from the assets in my account. I understand that the Custodian does not make any determination of whether or not investments in my account generate income that is subject to UBIT, has no duty to and does not monitor whether my account has incurred UBIT, and does not prepare Form 990-T on behalf of my account.

Valuation:

I understand that the assets in my account are required to be valued annually at the end of each calendar year in accordance with IRC Section 408(i) and other guidance provided by the IRS, and that the total value of my account will be reported to the IRS on Form 5498 each year. I agree to provide the year-end value of any illiquid and/or non-publicly traded investments, which may include without limitation limited partnerships, limited liability companies, privately held stock, real estate investment trusts, hedge funds, real estate, secured and unsecured promissory notes, and any other investments as the Custodian shall designate, by no later than the last business day of February of each year, with substantiation attached to support the value provided. I agree to indemnify and hold harmless the Custodian from any and all losses, expenses, settlements, or claims with regard to investment decisions, distribution values, tax reporting, or any other financial impact or consequence relating to or arising from the valuation of assets in my account.

Minimum Required Distributions:

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 any 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) or, in the absence of such liquidity may distribute the investment in-kind in order that 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.

Responsibility for Tax Consequences:

I assume all responsibility for any tax consequences and penalties that may result from making contributions to, transactions with and distributions from my account. I assume all responsibility for: 1) determining that I am eligible for an account transaction that I direct the Custodian to make on my behalf; 2) ensuring that all contributions I make are within the limits set forth by the Internal Revenue Code; 3) the tax consequences of any contributions (including rollover contributions) and distributions.

Indemnification:

I agree that the Custodian is not a fiduciary for my account and has no duty other than to follow my written instructions and will be under no duty to question my instructions and will not be liable for any investment losses sustained by me or my account under any circumstances although Custodian does have the right to refuse to fund investments that are not administratively feasible and/or would place an undue financial or administrative burden on the Custodian. I understand that the Custodian is acting only as my agent, and nothing will be construed as conferring fiduciary status or responsibility on the Custodian. I understand that obtaining any information or communication related to the investment is my responsibility regardless of whether or not it was sent initially to the Custodian or some other party. The Custodian will attempt to forward communications received but is not responsible for my timely receipt of any such communication. I agree to indemnify and hold harmless the Custodian from any and all claims, damages, liability, actions, costs, expenses (including reasonable attorney's fees) and any loss to my account as a result of any action taken (or omitted to be taken) pursuant to and/or in connection with any investment transaction directed by me or my investment advisor or resulting from serving as the Custodian, including, without limitation, claims, damages, liability, actions, and losses asserted by me.

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6. ACKNOWLEDGEMENTS AND AGREEMENT TO TERMS (CONTINUED)

Electronic Communications, Signatures, and Records:

I acknowledge and agree that my account will be subject to the provisions of the Uniform Electronic Transactions Act, as passed in the state where the Custodian is organized (Kansas Statutes Annotated [KSA] Sections 16-601 et seq.) and the federal Electronic Signatures in Global and National Commerce Act (ESIGN Act, as contained in 15 U.S.C. 7001) as those laws pertain to electronic communication, electronic signatures, and electronic storage of Custodial Account records. I understand that, in lieu of retention of the original records, the Custodian may cause any or all records, and records at any time in their custody, to be photographed or otherwise reproduced to permanent form, and any such photograph or reproduction shall have the same force and effect as the original thereof and may be admitted in evidence equally with the original.

No FDIC Insurance for Investments:

I recognize that investments purchased and/or held within my account: 1) are not insured by the Federal Deposit Insurance Corporation (FDIC); 2) are not a deposit or other obligation of or guaranteed by the Custodian; and 3) are subject to investment risks, including possible loss of the principal amount invested.

Our Privacy Policy:

You have chosen to do business with the Custodian, NDTCO. As our client, the privacy of your personal, non-public information is very important to us. We value our client relationships and we want you to understand the protections we provide in regard to your accounts with us.

Information We May Collect:

We collect non-public, personal information about you from the following sources to conduct business with you: 1) information we receive from you on applications or other forms, 2) information about your transactions with us or others. 3) Non-public, personal information that we may obtain in connection with providing services to you. This could include information you give us from account applications, account balances, and account history.

Information We May Share:

We do not sell or disclose any non-public information about you to anyone except as required by law or other regulatory authority, or as specifically authorized by you in writing. We do not share non-public, personal information with our affiliates or other providers without prior approval by you. Federal law allows us to share information with providers that process and service your accounts. All providers of services in connection with the Custodian have agreed to the Custodian's confidentiality and security policies. If you decide to close your account or become an inactive customer, we will adhere to the privacy policies and practices described in this notice.

Confidentiality and Security:

We restrict access to non-public, personal information to those employees who need to know that information to provide services to you. We maintain physical, electronic, and procedural guidelines that comply with federal standards to guard your non-public, personal information. The Custodian reserves the right to revise this notice and will notify you of any changes in advance. If you have any questions regarding this policy, please contact us at the address and/or telephone number listed on this application:

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Signature Acknowledgements

Your signature is required. Please read before signing. The account holder shown on the front of this application must read this agreement carefully and sign and date this part. By signing this application, you acknowledge the following: I acknowledge that I have received the Fee Schedule and I understand that failure to submit a signed Fee Schedule will result in fees "based on the number of assets" (see Fee Schedule).

I acknowledge that I have read and understand the Custodial Agreement and Disclosure Statement, IRS Form 5305 for the type of account established by this application: for Traditional IRA (Form 5305-A), Roth IRA (form 5305-RA), SEP IRA (Form 5305-SEP), HSA (Form 5305-C) or SIMPLE IRA (Form 5305-SA). I agree to abide by its terms as currently in effect or as they may be occasionally amended. These Account Disclosures are to be found online at <https://ndtco.com/ira-info/forms>.

Under penalties of perjury, I certify that the information I have provided above (including my Social Security Number) is correct. I hereby agree to participate in the Custodial Account offered by the Custodian. In the event that my account is to be funded by a rollover contribution, I hereby irrevocably elect, pursuant to the requirements of Section 1.402(a)(5)-1T of the IRS regulations, to treat such contribution as a rollover contribution. I direct that all benefits upon my death be paid as indicated in this application or by my subsequent beneficiary designation. If I have named or name a beneficiary which is a trust, I understand that I must provide certain information concerning such trust to the Custodian.

7. SIGNATURE

Account Holder Signature:

Date: