



## Instructions for Opening a SEP IRA Account

To open a SEP IRA account with Directed IRA, you'll need:

- SEP IRA New Account Application
- Attach Copy of Driver's License or Passport
- Custodial Account Agreement
- IRA Disclosure Statement
- Privacy Notice
- Fee Schedule

Directed IRA is a tradename of Directed Trust Company

### INSTRUCTIONS

Complete the enclosed Account Application and Agreement forms online or mail or fax back to Directed Trust Company. Review and retain the Custodial Account Agreement, Disclosure Statement, Privacy Notice and Fee Schedule for your records.

### RETURN INSTRUCTIONS

Return the completed forms to Directed Trust Company by any of the following methods:

**Regular Mail:**

3033 N. Central Ave., Ste. 415  
Phoenix, AZ 85012

**Fax:**

(602) 899-9641

**Email:**

Clients@directedIRA.com

**\*\*Forms can also be completed via Adobe E-Sign from directedira.com\*\***

**QUESTIONS?** Call our Client Services team at (800) 818-1322

**Read and keep these Instructions, Custodial Account Agreement, Disclosure Statement, Privacy Notice and Fee Schedule for your records. Make a copy of your completed Application before sending it to Directed IRA.** All of these documents explain what you can expect from Directed IRA as the Custodian and what is expected of you as an IRA Account Owner. They constitute your agreement with Directed IRA for the SEP IRA.

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### **April Plan Establishment & Contribution Deadline**

Your signed Application must be received by Directed IRA in its offices on or before tax-filing due date, with no extensions (generally April 15), in order for the IRA to be eligible to receive contributions for that tax year.

Contribution checks must also be postmarked to Directed IRA on or before the Account Owner's tax-filing date (with no extensions).

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### **SEP IRA Overview**

All Directed IRA plans are self-directed by you as the Account Owner. Please consult with tax and investment professionals at each step in the management of this SEP IRA.

Use this form if you need to establish a SEP IRA to receive employer contributions under a Simplified Employee Pension Plan ("SEP Plan"). In order for employer contributions to be considered valid, the employer must complete and sign an IRS Form 5305-SEP or a SEP prototype plan document before contributing to this IRA. If you establish this IRA to receive SEP contributions from your employer, you may also make regular Traditional IRA contributions to this same IRA.

Details such as contribution limits and deductibility are discussed in the IRA Custodial Account Agreement and Disclosure Statement included with these Plan Documents. If you have questions or require more detail, please consult with your tax or financial professional, or read IRS Publication 560.

**INVESTMENTS: NOT FDIC INSURED ■ NO GUARANTEE ■ MAY LOSE VALUE**

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<b>Email Forms to:</b> <a href="mailto:Clients@directedira.com">Clients@directedira.com</a>	<b>Send Mail to:</b> 3033 N. Central Ave. Ste. 415 Phoenix, AZ 85012	<b>Fax:</b> 602-899-9641	<b>Questions?</b> (800) 818-1322 <a href="mailto:Clients@directedira.com">Clients@directedira.com</a>
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Directed IRA is a tradename of Directed Trust Company, an Arizona Corporation



## SEP IRA New Account Application

### IMPORTANT INFORMATION

In order to help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each client who opens an account. When you open an account, we will ask for your name, physical address, date of birth, Social Security number, and other information that will allow us to identify you. We may also ask to see your driver's license or other forms of identification.

**\*\*DO NOT COMPLETE THIS FORM FOR AN INHERITED IRA\*\***

#### 1. Account Owner Information \*Indicates a required field.

\*First Name: \_\_\_\_\_ \*MI: \_\_\_\_\_ \*Last Name: \_\_\_\_\_

\*Social Security Number: \_\_\_\_\_ \*Date of Birth: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Gender:  Female  Male      Citizenship:  U.S.  Other (specify) \_\_\_\_\_

If applicable, name of referring organization, individual or promotion code: \_\_\_\_\_

#### 2. Contact Information \*Indicates a required field.

\*Mailing Address: \_\_\_\_\_  
(If PO Box, provide physical address below)

\*City: \_\_\_\_\_ \*State/Province: \_\_\_\_\_ \*Country: \_\_\_\_\_ \*Zip Code: \_\_\_\_\_

\*Primary Phone: \_\_\_\_\_ Type:  Cell  Home  Business

Other Phone: \_\_\_\_\_ Type:  Cell  Home  Business

†Email Address: \_\_\_\_\_

† Your email address will be used to communicate information about your account. In addition, we will notify you via email when your statements and invoices are available to view electronically, you will need to register for online access to view these documents.

Check this box **ONLY** if your Physical address is the same as your mailing address

Physical Address: \_\_\_\_\_  
(Required if different from mailing address or if PO Box is provided above)

\*City: \_\_\_\_\_ \*State/Province: \_\_\_\_\_ \*Country: \_\_\_\_\_ \*Zip Code: \_\_\_\_\_

#### 3. Authorized Party -Informational Only (Optional)

I authorize the following person to discuss/receive information regarding my account. They will NOT have investment or transaction authority. I understand that I may revise the Authorized Party on my account at any time by giving written notice to Directed IRA.

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last Name: \_\_\_\_\_

\*Social Security Number: \_\_\_\_\_ \*Date of Birth: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\*Used for phone verification purposes only.

Gender:  Female  Male      Relationship: \_\_\_\_\_

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#### 4. Paperless Statements

ALL Statements will be sent quarterly via the email address provided above. You will need to register for online access to view these documents.

- Please check box **ONLY** if you prefer to receive paper versions of your statement and invoices. Please be aware that there is a \$20 annual fee for paper statements. We will continue to use your email to communicate information about your account.

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#### 5. Direct Trustee to Trustee Transfer/Rollover

If you will be transferring or rolling over funds from your current financial institution, please complete the **Transfer Request Form** located at [www.directedira.com](http://www.directedira.com). This is the preferred method to transfer cash assets to your IRA. If you do not have any funds to transfer or rollover to your new Directed IRA Account, the Transfer form is not needed.

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##### Check Enclosure Summary (Contribution Allocation)

Employer SEP Contribution	\$ _____
60- Day Rollover Contribution	\$ _____
IRA Contribution for 20____	\$ _____
IRA Contribution for 20____	\$ _____
<b>Total Enclosed</b>	<b>\$ _____</b>

**Only complete this section if you are submitting your application by mail and enclosing a personal check.**

*(Make check payable to Directed Trust Company, and indicate in the memo section or on a separate sheet the tax year for each "regular" SEP IRA Contribution. If you are providing contributions for multiple accounts in one check, be sure to provide detailed instructions about how funds are to be allocated.)*

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#### 6. Uninvested Cash

I have reviewed the Uninvested Cash section of the Custodial Account Agreement and Disclosure Statement, and I hereby direct Directed Trust Company to deposit all undirected and uninvested cash from any source, including but not limited to contributions, transfers, proceeds from asset sales and income and distributions from assets held in the custodial account. Uninvested Cash shall be deposited with banks and will be insured by the FDIC up to the federal deposit insurance limits (currently \$250,000, per account holder) and any excess amount will not be insured by the FDIC. However, I acknowledge and agree that Directed Trust Company makes no representations or warranties as to the financial status of any depository bank or its ability to satisfy its obligations to the Account Owner. Directed Trust Company shall receive and retain interest on uninvested cash pursuant to the Custodial Account Agreement. I further understand and agree that my account has a minimum cash requirement and that fees are applicable to accounts that fall below the required minimum, as outlined in the Custodial Account Agreement, Disclosure Statement and Fee Schedule. I also understand and agree that Directed Trust Company may require me to give at least 7 days' notice of my intent to withdraw funds from my custodial account.

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#### 7. Beneficiary Designation

I hereby designate the persons named herein as primary and/or contingent beneficiaries to receive my interest in this IRA according to the terms of the IRA Custodial Account Agreement, hereby revoking any such prior designations made by me. **(Attach additional sheets if necessary.)** Please refer to the terms under the Custodial Account Agreement for further information regarding disbursement of retirement funds after death to beneficiaries listed below.

**An Account Owner’s beneficiary designation MUST be on record with the Custodian prior to the Account Owner’s death to be considered an effective designation.**

**A. Married Participants.** I am married and hereby make the following election (Select i. or ii.). I understand that my spouse will be my 100% primary beneficiary. However, I may also designate a primary beneficiary other than my spouse in the space below IF my spouse signs the Spousal Consent Form, which can be found on our website or obtained by calling our office.

**i. Spouse is 100% Primary Beneficiary.** I have named my spouse as my primary beneficiary as indicated in section C Box 1 below. However, in the event my spouse does not survive me, I name the contingent beneficiary (ies) as listed in section C box (es) 2-4 below. Please attach additional sheet if more beneficiaries need to be listed.

**ii. Spouse is NOT 100% Primary Beneficiary.** I hereby name my primary beneficiary (ies) as listed in section C below. My spouse will complete and sign the Spousal Consent Form and have his or her signature witnessed by a notary public. The Spousal Consent Form can be found on our website or obtained by calling our office.

**B. Unmarried Participant**

I am NOT married and hereby designate the beneficiary (ies) shown in C below. I understand that if I become married in the future, my spouse will be my primary beneficiary unless I complete a new Beneficiary Designation Form and my spouse consents to my designation.

**C. Beneficiary Designation(s)**

<input type="checkbox"/> <b>Primary</b>  <input type="checkbox"/> <b>Contingent</b>	<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Other Entity	<b>1) Name:</b> <i>If naming spouse as primary beneficiary, do so here.</i>		Relationship:
		Date of Birth: (MM/DD/YYYY)	Social Security Number: _____	Share Percentage %
<input type="checkbox"/> <b>Primary</b>  <input type="checkbox"/> <b>Contingent</b>	<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Other Entity	<b>2) Name:</b>		Relationship:
		Date of Birth: (MM/DD/YYYY)	Social Security Number: _____	Share Percentage %
<input type="checkbox"/> <b>Primary</b>  <input type="checkbox"/> <b>Contingent</b>	<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Other Entity	<b>3) Name:</b>		Relationship:
		Date of Birth: (MM/DD/YYYY)	Social Security Number: _____	Share Percentage %
<input type="checkbox"/> <b>Primary</b>  <input type="checkbox"/> <b>Contingent</b>	<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Other Entity	<b>4) Name:</b>		Relationship:
		Date of Birth: (MM/DD/YYYY)	Social Security Number: _____	Share Percentage %

*The total percentage for each level of beneficiary, both primary and contingent, must equal 100%. For example: if you are designating 3 beneficiaries with rights to equal portions of the account, the amount should reflect 33.33%, 33.33% and 33.34%. If your beneficiary designation request for each level of beneficiary does not total 100%, Directed IRA will correct any excess or short-fall percentage allocation by applying the ration of the percentage actually allocated among the beneficiaries at each level.*

**Participant Signature (REQUIRED) (notary signature not required)**

I have completed, understand and agree to all pages of this Beneficiary Designation form. This designation supersedes all prior designations. Subject to and accordance with the terms of the Custodial Account Agreement, I am making the above beneficiary designation(s) for my vested account in the event of my death. I have received a copy of the Custodian Account Agreement which outlines Beneficiary Designations under Article VIII (12).



Participant's Signature

Date

**8. How do you want Account Fees Paid? (Choose One)**

- Deduct all Account Fees from the cash available in my account. If you are transferring funds from another financial institution account fees will be deducted when funds are received by Directed Trust Company.
- Charge all Account Fees to the credit/debit card below.

Be advised that a minimum cash balance of \$500 must be maintained at all times. *Please see Custodial Account Agreement and Fee Schedule for more information on Billing and Fee Collection.*

Credit Card Information
Card Type: <input type="checkbox"/> VISA <input type="checkbox"/> MasterCard <input type="checkbox"/> AMEX <input type="checkbox"/> Discover
Name on Card: _____
Card Number: _____
Exp. Date (mm/yy): _____ / _____   CVV (security code on back of card): _____
<input type="checkbox"/> Check this box <b>ONLY</b> if the billing address associated with this card is the same as your mailing address listed above.
Billing Address: _____
City: _____ State: _____ Zip Code: _____



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

**9. Participant Acknowledgement & Signature**

I, the undersigned Participant (Account Owner), hereby establishes a SEP Individual Retirement Account (IRA) under the IRA Custodial Account Agreement, which is incorporated within this application by this reference. I designate Directed IRA as Custodian of this SEP IRA and make the following declarations.

I have read, understand and agree to all of the terms as set forth in the SEP IRA New Account Application, Custodial Account Agreement, IRA Disclosure Statement and the Fee Schedule (collectively, "Plan Documents,") and I have retained a copy of the Plan Documents, including a copy of this completed Application. The Plan Documents are also available to me at the Directed IRA web site at [www.directedira.com](http://www.directedira.com).

I acknowledge that a minimum cash balance requirement may apply to my Account, as stated on the **Fee Schedule**. If this requirement is not met, I understand additional fees may apply. I also understand that fees are not prorated upon establishment or termination, and I consent to have my conversations with Directed IRA recorded.

Please complete, sign and return this Application with your contribution and application fee payment. Be sure to keep a copy for your records. Please print or type. All fields must be completed. If not applicable, please indicate by printing "N/A" or "None" where appropriate.



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**Account Owner Signature**

**Date (required)**

*When the plan has been accepted by Directed IRA, the Account Owner will be sent an account establishment confirmation email showing the account number and account information. Trading or Direction of Investment(s) may be delayed until a Directed IRA account number has been assigned and the account has been funded by the Account Owner.*

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**10. Duties**

Directed IRA performs the duties of an independent custodian of assets for self-directed individuals and business retirement accounts and does not provide investment advice, sell investments, or offer any tax or legal advice. Clients or potential clients are advised to perform their own due diligence in choosing any investment opportunity as well as selecting any professional to assist them with an investment opportunity. Investments are not FDIC insured and are subject to risk, including loss of principal.

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**11. Return Instructions**

Return the completed application to Directed IRA by one of the following methods. If submitting contribution or payment of account fees by check you MUST mail in your application along with payment.

**Don't Forget to Attach a Copy of Your Driver's License or Passport**

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**INVESTMENTS: NOT FDIC INSURED ■ NO GUARANTEE ■ MAY LOSE VALUE**

**Email Forms to:**  
[Clients@directedira.com](mailto:Clients@directedira.com)

**Send Mail to:**  
3033 N. Central Ave. Ste. 415  
Phoenix, AZ 85012

**Fax:**  
602-899-9641

**Questions?**  
(800) 818-1322  
[Clients@directedira.com](mailto:Clients@directedira.com)

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Directed IRA is a tradename of Directed Trust Company, an Arizona Corporation



# SEP IRA Custodial Account Agreement

Form 5305-SEP (Rev. December 2004)  
Department of the Treasury  
Internal Revenue Service

**DO NOT FILE**  
**with the Internal Revenue Service**  
**Keep for your Records**

## Custodian: Directed Trust Company

Your employer is establishing (or has established) a Simplified Employer Pension Individual Retirement Account (SEP IRA) under section 408(a) and 408(k) on behalf of each of its employees. This SEP IRA Custodial Account Agreement (hereinafter called the "Agreement") is made between Directed IRA a tradename of Directed Trust Company, an Arizona Corporation (hereinafter called the "Custodian") and each participant who executes the SEP IRA New Account Application, incorporating the terms of this Agreement (hereinafter called the "Account Owner"), for the purpose of establishing a SEP IRA Custodial Account (hereinafter called the "Custodial Account or "Account") under section 408(k). The Custodian has gen the Account Owner the SEP IRA Disclosure Statement. Pursuant to this Agreement the Custodian provides financial services solely in the capacity of a directed custodian.

### The Employer, Account Owner and the Custodian make the following agreement:

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

#### Article 1

#### Eligibility Requirements (check applicable boxes)

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 21 years old and have performed services for the employer in at least 3 years of the immediately preceding 5 years. This simplified employee pension (SEP);

- includes or
- does not** include employees covered under a collective bargaining agreement,
- includes or
- does not** include certain nonresident aliens, and
- includes or
- does not** include employees whose total compensation during the year is less than \$450\*.

#### Article II

#### SEP Requirements

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\*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).



## Instructions

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

### 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).

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 SEP are deductible for your tax year with or within which the calendar year ends. Contributions made for a particular tax year must be made by the due date of your income tax return (including extensions) for that tax year.

**Completing the agreement.** This agreement is considered adopted when:

- IRAs have been established for all your eligible employees;
- You have completed all blanks on the agreement form without modification; and
- You have given all your eligible employees the following information:

1. A copy of Form 5305-SEP.
2. A statement that traditional IRAs other than the traditional IRAs into which employer SEP contributions will be made may provide different rates of return and different terms concerning, among other things, transfers and withdrawals of funds from the IRAs.
3. A statement that, in addition to the information provided to an employee at the time the employee becomes eligible to participate, the administrator of the SEP must furnish each participant within 30 days of the effective date of any amendment to the SEP, a copy of the amendment and a written explanation of its effects.
4. A statement that the administrator will give written notification to each participant of any employer contributions made under the SEP to that participant's IRA by the later of January 31 of the year following the year for which a contribution is made or 30 days after the contribution is made.

Employers who have established a SEP using Form 5305-SEP and have furnished each eligible employee with a copy of the completed Form 5305-SEP and provided the other documents and disclosures described in Instructions to the Employer and Information for the Employee, are not required to file the annual information returns, Forms 5500 or 5500-EZ for the SEP. However, under Title I of the Employee Retirement Income Security Act of 1974 (ERISA), this relief from the annual reporting requirements may not be available to an employer who selects, recommends, or influences its employees to choose IRAs into which contributions will be made under the SEP, if those IRAs are subject to provisions that impose any limits on a participant's ability to withdraw funds (other than restrictions imposed by the Code that apply to all IRAs). For additional information on Title I requirements, see the Department of Labor regulation at 29 CFR 2520.104-48.

#### **Information for the Employee**

The information below explains what a SEP is, how contributions are made, and how to treat your employer's contributions for tax purposes. For more information, see Pub. 590.

**Simplified employee pension.** A SEP is a written arrangement (a plan) that allows an employer to make contributions toward your retirement. Contributions are made to a traditional individual retirement account/annuity (traditional IRA). Contributions must be made to either a Model traditional IRA executed on an IRS form or a master or prototype traditional IRA for which the IRS has issued a favorable opinion letter.

An employer is not required to make SEP contributions. If a contribution is made, however, it must be allocated to all eligible employees according to the SEP agreement. The Model SEP (Form 5305-SEP) specifies that the contribution for each eligible employee will be the same percentage of compensation (excluding compensation greater than \$205,000\*) for all employees.

Your employer will provide you with a copy of the agreement containing participation rules and a description of how employer contributions may be made to your IRA. Your employer must also provide you with a copy of the completed Form 5305-SEP and a yearly statement showing any contributions to your IRA.

All amounts contributed to your IRA by your employer belong to you even after you stop working for that employer.

**Contribution limits.** Your employer will determine the amount to be contributed to your IRA each year. However, the amount for any year is limited to the smaller of \$41,000\* or 25% of your compensation for that year. Compensation does not include any amount that is contributed by your employer to your IRA under the SEP. Your employer is not required to make contributions every year or to maintain a particular level of contributions.

**Tax treatment of contributions.** Employer contributions to your SEP-IRA are excluded from your income unless there are contributions in excess of the applicable limit. Employer contributions within these limits will not be included on your Form W-2. Completing the agreement. This agreement is considered adopted when:

**Employee contributions.** You may make regular IRA contributions to an IRA. However, the amount you can deduct may be reduced or eliminated because, as a participant in a SEP, you are covered by an employer retirement plan.

**SEP participation.** If your employer does not require you to participate in a SEP as a condition of employment, and you elect not to participate, all other employees of your employer may be prohibited from participating. If one or more eligible employees do not participate and the employer tries to establish a SEP for the remaining employees, it could cause adverse tax consequences for the participating employees.

An employer may not adopt this IRS Model SEP if the employer maintains another qualified retirement plan. This does not prevent your employer from adopting this IRS Model SEP and also maintaining an IRS Model Salary Reduction SEP or other SEP. However, if you work for several employers, you may be covered by a SEP of one employer and a different SEP or pension or profit-sharing plan of another employer.

**SEP-IRA amounts—rollover or transfer to another IRA.** You can withdraw or receive funds from your SEP-IRA if, within 60 days of receipt, you place those funds in the same or another IRA. This is called a “rollover” and can be done without penalty only once in any 1-year period. However, there are no restrictions on the number of times you may make “transfers” if you arrange to have these funds transferred between the trustees or the custodians so that you never have possession of the funds.

**Withdrawals.** You may withdraw your employer’s contribution at any time, but any amount withdrawn is includible in your income unless rolled over. Also, if withdrawals occur before you reach age 59½, you may be subject to a tax on early withdrawal.

**Excess SEP contributions.** Contributions exceeding the yearly limitations may be withdrawn without penalty by the due date (plus extensions) for filing your tax return (normally April 15), but are includible in your gross income. Excess contributions left in your SEP-IRA after that time may have adverse tax consequences. Withdrawals of those contributions may be taxed as premature withdrawals.

**Financial institution requirements.** The financial institution where your IRA is maintained must provide you with a disclosure statement that contains the following information in plain, nontechnical language:

1. The law that relates to your IRA.
2. The tax consequences of various options concerning your IRA.
3. Participation eligibility rules, and rules on the deductibility of retirement savings. Simplified employee pension. A SEP is a written arrangement (a plan) that allows an employer to make contributions toward your retirement. Contributions are made to a traditional individual retirement account/annuity (traditional IRA). Contributions must be made to either a Model traditional IRA executed on an IRS form or a master or prototype traditional IRA for which the IRS has issued a favorable opinion letter.
4. Situations and procedures for revoking your IRA, including the name, address, and telephone number of the person designated to receive notice of revocation. This information must be clearly displayed at the beginning of the disclosure statement.
5. A discussion of the penalties that may be assessed because of prohibited activities concerning your IRA.
6. Financial disclosure that provides the following information:
  - a. Projects value growth rates of your IRA under various contribution and retirement schedules, or describes the method of determining annual earnings and charges that may be assessed.
  - b. Describes whether, and for when, the growth projections are guaranteed, or a statement of the earnings rate and the terms on which the projections are based.

Withdrawals. You may withdraw your employer’s contribution at any time, but any amount withdrawn is includible in your income unless rolled over. Also, if withdrawals

- c. States the sales commission for each year expressed as a percentage of \$1,000.

In addition, the financial institution must provide you with a financial statement each year. You may want to keep these statements to evaluate your IRA’s investment performance.

**[END OF 5305-SEP INSTRUCTIONS]**

# SEP/Traditional IRA Custodial Account Agreement

Form 5305-A (Rev. April 2017)  
Department of the Treasury  
Internal Revenue Service

**DO NOT FILE**  
**with the Internal Revenue Service**  
**Keep for your Records**

## Custodian: Directed Trust Company

This Traditional Individual Retirement Account (IRA) Custodial Account Agreement (hereinafter called the "Agreement") with Stretch Provisions is made between Directed IRA a tradename of Directed Trust Company, an Arizona Corporation, (hereinafter called the "Custodian") and each individual who executes an Adoption Agreement, incorporating the terms of this Agreement (hereinafter called the "Account Owner" or "you"), for the purpose of establishing a Traditional Individual Retirement Account (hereinafter called the "Custodial Account" or "Account") under section 408(a) to provide for his or her retirement and for the support of his or her beneficiaries after death. Pursuant to this Agreement the Custodian provides financial services solely in the capacity of a directed custodian. The Custodian named on the Adoption Agreement, has given the Account Owner the disclosure statement, attached hereto, required under Regulation Section 1.408-6.

## The Account Owner and the Custodian make the following agreement:

### Article I

Except in the case of a rollover contribution described in section 402(c), 403(a)(4), 403(b)(8), 408(d)(3), or 457(e)(16), an employer contribution to a simplified employee pension plan as described in section 408(k), or a recharacterized contribution described in section 408A(d)(6), the custodian will accept only cash contributions up to \$5,500 per year for 2013 through 2017. For individuals who have reached the age of 50 by the end of the year, the contribution limit is increased to \$6,500 per year for 2013 through 2017. For years after 2017, these limits will be increased to reflect a cost-of-living adjustment, if any.

### Article II

The Account Owner's interest in the balance in the custodial account is nonforfeitable.

### Article III

1. No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).
2. No part of the custodial account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

### Article IV

1. Notwithstanding any provision of this agreement to the contrary, the distribution of the Account Owner's interest in the custodial account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.
2. The Account Owner's entire interest in the custodial account must be, or begin to be, distributed not later than the Account Owner's required beginning date, April 1 following the calendar year in which the Account Owner reaches age 70 1/2. By that date, the Account Owner may elect, in a manner acceptable to the custodian, to have the balance in the custodial account distributed in: (a) A single sum or (b) Payments over a period not longer than the life of the Account Owner or the joint lives of the Account Owner and his or her designated beneficiary.
3. If the Account Owner dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
  - (a) If the Account Owner dies on or after the required beginning date and:
    - (i) The designated beneficiary is the Account Owner's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the

spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.

**(ii)** The designated beneficiary is not the Account Owner's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the Account Owner and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.

**(iii)** There is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the Account Owner as determined in the year of the Account Owner's death and reduced by 1 for each subsequent year.

**(b)** If the Account Owner dies before the required beginning date, the remaining interest will be distributed in accordance with paragraph (i) below or, if elected or there is no designated beneficiary, in accordance with paragraph (ii) below.

**(i)** The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the Account Owner's death. If, however, the designated beneficiary is the Account Owner's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Account Owner would have reached age 70 $\frac{1}{2}$ . But, in such case, if the Account Owner's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with paragraph (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with paragraph (ii) below if there is no such designated beneficiary.

**(ii)** The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Account Owner's death.

**4.** If the Account Owner dies before his or her entire interest has been distributed and if the designated beneficiary is not the Account Owner's surviving spouse, no additional contributions may be accepted in the account.

**5.** The minimum amount that must be distributed each year, beginning with the year containing the Account Owner's required beginning date, is known as the "required minimum distribution" and is determined as follows.

**(a)** The required minimum distribution under paragraph 2(b) for any year, beginning with the year the Account Owner reaches age 70 $\frac{1}{2}$ , is the Account Owner's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the Account Owner's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Account Owner's account value at the close of

business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the Account Owner's (or, if applicable, the Account Owner and spouse's) attained age (or ages) in the year.

**(b)** The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the Account Owner's death (or the year the Account Owner would have reached age 70 $\frac{1}{2}$ , if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).

**(c)** The required minimum distribution for the year the Account Owner reaches age 70 $\frac{1}{2}$  can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

**6.** The owner of two or more traditional IRAs may satisfy the minimum distribution requirements described above by taking from one traditional IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

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#### Article V

**1.** The Account Owner agrees to provide the custodian with all information necessary to prepare any reports required by section 408(i) and Regulations sections 1.408-5 and 1.408-6.

**2.** The custodian agrees to submit to the Internal Revenue Service (IRS) and Account Owner the reports prescribed by the IRS.

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#### Article VI

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles inconsistent with section 408(a) and the related regulations will be invalid.

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#### Article VII

This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments may be made with the consent of the persons whose signatures appear below.

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#### Stretch Provisions

*Article VIII and any Article thereafter, may be used for any additional provisions also referred to as Stretch Provisions of this Agreement. The Stretch Provisions added hereinafter must comply with applicable requirements of state law and the Internal Revenue Code and may not imply that they have been reviewed or preapproved by the IRS.*

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## Article VIII

**1. Applicable Law; Terminology:** This Custodial Agreement shall be governed by the laws of the jurisdiction where the Custodian is organized. The term Account Owners also includes the Account Owner's Beneficiary, where appropriate throughout this Agreement.

**2. Annual Accounting:** The Custodian shall, at least annually, provide the Account Owner or Beneficiary (in the case of death) with an accounting of the Custodial Account. Such accounting shall be deemed to be accepted by the Account Owner or the Beneficiary, if the Account Owner or Beneficiary does not object in writing within 60 days after the mailing of such accounting statement.

**3. Amendment:** The Account Owner irrevocably delegates to the Custodian the right and power to amend this Agreement. Except as hereafter provided, the Custodian will give the Account Owner 30 days prior written notice of any amendment. In case of a retroactive amendment required by law, the Custodian will provide written notice to the Account Owner of the amendment within 30 days after the amendment is made, or if later, by the time that notice of the amendment is required to be given under regulations or other guidance provided by the IRS. The Account Owner shall be deemed to have consented to any such amendment unless the Account Owner notifies the Custodian to the contrary within 30 days after notice to the Account Owner and requests a distribution or transfer of the balance in the Custodial Account.

**4. Resignation and Removal of Custodian:**

(a) The Custodian may appoint a successor trustee or custodian to serve under this Agreement or under another governing agreement selected by the successor trustee or custodian and neither the Account Owner nor the successor shall be required to execute any written document to complete the transfer of the Custodial Account to the successor trustee or custodian. The successor trustee or custodian may rely on any information, including beneficiary designations, previously provided by the Account Owner to the Custodian.

(b) The Custodian shall also provide annual tax reporting to the IRS.

(c) The Custodian may resign and demand that the Account Owner appoint a successor trustee or custodian of this IRA by giving the Account Owner written notice at least 30 days prior to the effective date of such resignation. The Account Owner shall then have 30 days from the date of such notice to designate a successor trustee or custodian, notify the Custodian of the name and address of the successor trustee or custodian, and provide the Custodian with appropriate evidence that such successor has accepted the appointment and is qualified to serve as trustee or custodian of an individual retirement account.

(1) If the Account Owner designates a successor trustee or custodian and provides the Custodian evidence of the successor's acceptance of appointment and qualification

within such 30-day period, the Custodian shall then deliver all of the assets held by the Custodian in the Custodial Account (whether in cash or personal or real property, wherever located, and regardless of value) to the successor trustee or custodian.

(2) If the Account Owner does not notify the Custodian of the appointment of a successor trustee or custodian within such 30 day period, then the Custodian may distribute all of the assets held by the Custodian in the Custodial Account (whether in cash or personal or real property, wherever located, and regardless of value) to the Account Owner, outright and free of trust, and the Account Owner shall be wholly responsible for the tax consequences of such distribution.

In any event, the Custodian may expend any assets in the Custodial Account to pay expenses of transfer (including re-registering the assets and preparation of deeds, assignments, and other instruments of transfer or conveyance) to the successor trustee or custodian or the Account Owner, as the case may be. In addition, the Custodian may retain a portion of the assets as a reserve for payment of any anticipated remaining fees and expenses. Upon satisfaction of such fees and expenses, the Custodian shall pay over any remainder of the reserve to the successor trustee or custodian or to the Account Owner, as the case may be.

**5. Uninvested Cash:**

Directed Trust Company will receive and retain a reasonable rate of interest not to exceed 3.75% per annum of the average daily balance on Account Owner's uninvested cash as further compensation for the services it renders to Account Owner. This shall be deducted from the cash balance prior to the crediting of any rate higher than the reasonable rate of interest as stated above to the Account Owner's custodial account at the end of each month. The account is only eligible to earn interest if it is open as of the interest crediting date, and any interest that may accrue on the account during a month that the account is closed prior to the interest crediting date to Directed IRA as an additional fee.

**6. Custodian's Fees and Expenses:**

(a) Account Owner agrees to maintain a monthly minimum account cash balance of \$500. If Custodial Account has a cash balance of \$499 or less, and no other assets, the Custodial Account may be closed at Directed IRA's sole discretion. The Account Termination fee of \$200 will be deducted from the Custodial Account balance and any remaining cash balance will be mailed to Account Owner in the form of a check paid directly to Account Owner as; 1. A 60-day rollover if the Account Owner qualifies; or 2. As a distribution. If distributed as a 60-day rollover, the Account Owner will have 60 days to deposit all or a portion of the funds into an IRA or another qualified retirement plan.

(b) We have the right to charge an annual service fee or other designated fees (e.g., a transfer, rollover, or termination fee) in accordance with a fee schedule provided by the Custodian to the Account Owner for maintaining your Account.

We reserve the right to modify fees and charge any additional fee after giving you 30 days' notice. Fees such as subtransfer agent fees or commissions may be paid to us by third parties for assistance in performing certain transactions with respect to this Account. Any commissions or other costs directly attributable to the assets in your Account will be charged to your Account.

(c) The Custodian shall be entitled to fees for distributions from, transfers from, and terminations of this IRA. The Custodian shall invoice Custodial Account directly for these services. If insufficient funds are in Custodial Account, Custodian will charge fees to credit/debit card maintained on file, or billed to Account Owner directly for these services, and Account Owner agrees to pay such fees. The Custodian may change its fee schedule at any time by giving the Account Owner 30 day's prior written notice.

(d) The Account Owner agrees to pay any expenses incurred by the Custodian in the performance of their duties in connection with the Custodial Account. Such expenses include, but are not limited to, administrative expenses, such as legal and accounting fees, and any taxes of any kind whatsoever that may be levied or assessed with respect to such account.

(e) All such fees (including Custodial Fees), taxes, and other administrative expenses charged to the account shall be collected either from the assets in the account or from any contributions to or distributions from such account, or charged to the credit/debit card maintained on file with Custodian, if not paid by the Account Owner, but the Account Owner shall be responsible for any deficiency.

(f) In the event that for any reason the Custodian is not certain as to who is entitled to receive all or part of the assets of the Custodial Account, the Custodian reserves the right to withhold any payment from the Custodial Account, to request a court ruling to determine the disposition of the Custodial Account assets, and to charge the Custodial Account for any expenses incurred in obtaining such legal determination.

**7. Withdrawal Requests:** All requests for withdrawal shall be in writing on a form provided by the Custodian. Such written notice must also contain the reason for the withdrawal and the method of distribution being requested.

**8. Age 70 1/2 Default Provisions:** If the Account Owner does not choose any of the distribution methods under Article IV of this Agreement by the April 1st following the calendar year in which the Account Owner reaches age 70 1/2, distribution shall be determined based upon the distribution period in the uniform lifetime distribution period table in Regulation section 1.401(a)(9)-9. However, no payment will be made until the Account Owner provides the Custodian with a proper distribution request acceptable to the Custodian. Upon receipt by the Custodian, of such a distribution request, the Account Owner may switch to a joint life expectancy in determining the required minimum distribution if the Account Owner's spouse was the sole beneficiary as of the January 1<sup>st</sup> of the distribution calendar year and such spouse is more than 10 years younger than the Account Owner.

## **9. Death Benefit Default Provisions:**

(a) If the Account Owner dies before his or her required beginning date and the beneficiary does not select a method of distribution described in Article IV, Section 3 by December 31st following the year of the Account Owner's death, then distributions will be made pursuant to the single life expectancy of the Designated Beneficiary determined in accordance with IRS regulations. However, no payment will be made until the beneficiary provides the Custodian with a proper distribution request acceptable to the Custodian and other documentation that may be required by the Custodian. A beneficiary may at any time request a complete distribution of his or her remaining interest in the Custodial Account. The Custodian reserves the right to require a minimum balance in the account in order to make periodic payments from the Custodial Account.

(b) If the Account Owner dies on or after his or her required beginning date, distribution shall be made in accordance with Article IV, Section 4. However, no payment will be made until the beneficiary provides the Custodian with a proper distribution request acceptable to the Custodian and other documentation that may be required by the Custodian. A beneficiary may at any time request a complete distribution of his or her remaining interest in the Custodial Account. The Custodian reserves the right to require a minimum balance in the account in order to make periodic payments from the Custodial Account.

**10. Responsibilities:** Account Owner represents and warrants that all information and instructions given to the Custodian by the Account Owner is complete and accurate and agrees that the Custodian shall not be responsible for any incomplete or inaccurate information provided by the Account Owner or Account Owner's beneficiary (ies). Account Owner and Account Owner's beneficiary (ies) agree to be responsible, jointly and severally, for all tax consequences arising from contributions to and distributions from this Custodial Account and acknowledges that no tax advice has been provided by the Custodian.

**11. Investment Provisions:** All contributions shall be invested and reinvested by the Custodian as directed by the Account Owner. As provided in Article IX Section 1; Self-Directed IRA Provisions. It is understood and acknowledged by Account Owner that the Custodian shall assume no responsibility, expressed or implied, for any loss or diminution of account and Account Owner indemnifies and holds harmless Custodian, without limitation, against any and all losses, costs, expenses or liabilities of any nature whatsoever incurred as a result of Custodian's and/'s execution of Account Owner's investment instructions. Account Owner agrees that any cash in the account as to which the Account Owner has not given investment direction may remain uninvested, or may be deposited in interest bearing accounts of financial institutions, which may include the Custodian itself, United States government securities and securities that are insured or guaranteed by the United States government. The Custodian

shall have no duty other than to follow the written investment directions of the Account Owner, and shall be under no duty to question said instructions and shall not be liable for any investment losses sustained by the Account Owner.

**12. Designation of Beneficiary:**

(a) Except as may be otherwise required by the laws of the applicable state, in the event of the Account Owner's death, the balance in the account shall be paid to the beneficiary or beneficiaries designated by the Account Owner on a beneficiary designation form acceptable to and filed with the Custodian. The Account Owner may change the Account Owner's beneficiary or beneficiaries at any time by filing a new beneficiary designation with the Custodian. If no beneficiary designation is in effect, if none of the named beneficiaries survive the Account Owner, or if the Custodian cannot locate any of the named beneficiaries after reasonable search, any balance in the Custodial Account will be payable to the Account Owner's estate.

(b) If the Custodian permits, in the event of the Account Owner's death, any beneficiary may name a subsequent beneficiary (ies) to receive the balance of the Custodial Account to which such beneficiary is entitled upon the death of the original beneficiary by filing a Subsequent Beneficiary Designation Form acceptable to and filed with the Custodian. Payments to such subsequent beneficiary (ies) shall be distributed in accordance with the payment schedule applicable to the original beneficiary or more rapidly if the subsequent beneficiary requests. In no event can any subsequent beneficiary be treated as a designated beneficiary of the Account Owner. The preceding sentence shall not apply with respect to the subsequent beneficiary (ies), if any, designated by the original spouse beneficiary where the Account Owner dies before his or her required beginning date. In that case, the original spouse beneficiary shall be treated as the Account Owner. If the balance of the Custodial Account has not been completely distributed to the original beneficiary and such beneficiary has not named a subsequent beneficiary or no named subsequent beneficiary is living on the date of the original beneficiary's death, such balance shall be payable to the estate of the original beneficiary.

**13. 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 am authorized and of legal age to establish this Account and make investment purchases offered by the Custodian. I assume complete responsibility for: 1) Determining that I am eligible for an account transaction that I direct the custodian to make on my behalf; 2) Insuring that all contributions I make are within the limits set forth by the tax laws; 3) The tax consequences of any contribution (including rollover contributions and distributions).

**14. Valuation Reporting Policy**

Each account statement issued reflects the reported value of the account assets, all transactions that have been processed

and all fees (if any) that have been charged. Custodian reports the value of account assets provided to it by the Account Owner and/or investment sponsor. The Custodian does not conduct appraisals and does not seek to verify any values provided to it by the Account Owner or other third parties. A value listed on an account statement is deemed accepted by the Account Owner if the Account Owner does not dispute it in writing within 60 days of the statement being issued.

On an annual basis (or in the instance of a taxable event), Directed Trust Company requests updated valuation information from the Account Owner, of assets of the Account classified as alternative assets, as of December 31 each year. This information is due to the Custodian no later than January 15 of the following year. If the Account Owner fails to provide this information on an annual basis, Directed Trust Company may require that the asset be removed from the Account by transfer or distribution. If the Account Owner does not remove the asset from the Account as directed, Directed Trust Company may distribute the asset to the Account Owner at the last reported value or resign as Custodian of the Account and distribute the entire Account to the Account Owner.

**15. Recorded Phone Line**

Directed Trust Company reserves the right to record phone line conversations that may be used for record-keeping, training and quality-assurance purposes. All recorded phone line conversations are the property of Directed Trust Company and will be maintained at the sole discretion of Directed Trust Company. By signing the New Account Application and/or the Custodial Account Agreement, the Account Owner gives Directed Trust Company consent to record and play back such calls as necessary for business purposes, and also acknowledges that recorded phone line conversations are the property of Directed Trust Company.

**16. Electronic Notices, Communications, Signatures, and Records**

To the extent written instructions or notices are required under this Custodian Account Agreement, Depositor acknowledges and agrees that all notices will be provided through an electronic medium and the Account shall be subject to the provisions of the Uniform Electronic Transactions Act, as passed in the state where the Custodian is organized, and the federal Electronic Signature in Global and National Commerce Act (ESIGN Act, as contained in 15 U.S.C. 7001), as those laws pertain to electronic communications, electronic signatures, and electronic storage of Account records. In lieu of the retention of the original records, Custodian may cause any, or all, of its records, and records at any time in its custody, to be photographed, scanned, or otherwise reproduced to permanent form, and any such photograph, scanned copy, or reproduction shall have the same force and effect as the original thereof and may be admitted in evidence equally with the original. If Account Owner requires Custodian to maintain original hard copy records, the Account Owner shall make a specific request in



writing to Custodian for each record the Account Owner wants maintained in original physical form. Such request must be made before the requested documents are first sent to the Custodian. A special annual fee shall apply for the records maintained in original physical form.

#### **17. Governing Law and Arbitration**

This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the state of Arizona, applicable to contracts made and to be performed therein. The parties agree that, upon the request of any party hereto, whether made before or after the institution of any legal proceeding, all claims and disputes of every type and matter which may arise between the Account Owner and the Custodian shall be submitted to binding arbitration before a panel of arbitrators (as described below), of and pursuant to the rules of the American Arbitration Association ("AAA"); that such arbitration hearings and proceedings shall take place only in Arizona or another site selected by the Administrator in its sole discretion; that this arbitration provision and the arbitration shall be administered by the AAA pursuant to and construed and enforced under the Federal Arbitration Act (title 9 of the United States Code) ("FAA"); however, if the FAA is inapplicable for any reason, such arbitration shall be conducted pursuant to Arizona law; that there shall be no class action, class or consolidated arbitration; that the prevailing party in any claim or dispute of any type between the Account Owner and the Custodian, or as the case may be, shall recover reasonable attorneys' fees, costs and expenses, including without limitation, arbitration filing fees, arbitrators' fees, and other arbitration fees; and that this arbitration agreement shall govern any disputes involving Account Owner and the Custodian, as the case may be, notwithstanding any provisions, including and without limitation venue or arbitration provisions, contained in any agreement signed by Custodian in its custodial capacity. Any arbitration proceeding shall be conducted by a panel of three neutral arbitrators selected by the parties unless the parties agree otherwise. If arbitration is requested as described above, the parties expressly waive any right to institute or conduct litigation or arbitration before any other body or tribunal. The parties further agree that if a party is required to enforce this arbitration agreement against the other party and/or to compel the other party to arbitration pursuant to this agreement, the prevailing party shall recover from the other party reasonable attorneys' fees, costs and expenses so incurred. Arbitration shall be final and binding upon the parties.

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### **ARTICLE IX**

#### **SELF-DIRECTED IRA PROVISIONS**

**1. Investment of Contributions:** As provided in Article VIII, Section 11, at the direction of the Account Owner, the Custodian shall invest all contributions to the Custodial Account and earnings thereon in investments, provided that such investments that are considered administratively feasible

by the Custodian. The Custodian shall have no duty other than to follow the written investment directions of the Account Owner, shall be under no duty to question said instructions and shall not be liable for any investment losses sustained by the Account Owner under any circumstances.

**2. Indemnification.** The Custodian shall have no duty other than to follow the written investment directions of the Account Owner, and shall be under no duty to question said instructions and shall not be liable for any investment losses sustained by the Account Owner under any circumstances. Account Owner agrees to indemnify Custodian for any losses, costs, or fees (including reasonable attorney's fees) that are incurred by Custodian as a result of the foregoing provision. The responsible duties of the Custodian are to report tax information for the IRA to the IRA and to execute orders made by the Account owner.

**3. Registration:** All assets of the Custodial Account shall be registered in the name of the Custodian; "Directed Trust Company FBO (Account Owner Name) (Account Type).

**4. No Investment Advice:** I acknowledge that investment decisions are the sole responsibility of the Account Owner and that the Custodian has no duty to review, or to make any recommendations in connection with the acquisition, retention, or disposition of any investments in the Account Owner's Account. The Custodian does not recommend or offer investments and that the Account can only be invested upon the sole authorization and determination of the Account Owner. I understand that I should seek professional assistance from properly licensed financial, legal, and tax professionals and that the Custodian does not offer and should not be relied on for investment, financial, legal, or tax advice. The Custodian does not provide investment advice and does not assume any responsibility for rendering advice with respect to the investment and reinvestment of Custodial Account and shall not be liable for any loss which results from Account Owner's exercise of control over his or her Custodial Account under any circumstances.

**5. Prohibited Transactions:** Account Owner acknowledges and agrees to abide by the provisions of § 4975 of the Internal Revenue Code and the related Treasury regulations pertaining to "Prohibited Transactions," and acknowledges that adverse tax consequences to the Account Owner would result from any investment or other use of the Custodial Account in a way that constitutes such a Prohibited Transaction. Account Owner assumes full responsibility for and agrees to hold the Custodian harmless for Prohibited Transactions entered into, either knowingly or without knowledge, at the direction of the Account Owner. Without limiting the generality of the foregoing, and notwithstanding anything contained in this Agreement to the contrary, the Account Owner shall not direct the Custodian to lend directly or indirectly any part of the corpus or income of the Custodial Account to; pay any compensation for personal services rendered to the Custodial Account to; make any part of its services available on a preferential basis to; acquire for the Custodial Account any

property, other than cash, from; or sell any property to, any Account Owner, any member of an Account Owner's family, or a corporation controlled by any Account Owner through the ownership, directly or indirectly, of 50 percent or more of the total combined voting power of all classes of stock entitled to vote, or of 50 percent or more of the total value of shares of all classes of stock of such corporation.

**6. Unrelated Business Income Tax:** If the Account Owner directs investment of the Custodial Account in any investment which results in unrelated business taxable income, it shall be the responsibility of the Account Owner to so advise the Custodian and to provide the Custodian with tax returns to file any required returns or reports for the Custodial Account. It shall be the responsibility of the Account Owner to produce such returns and provide to the Custodian the information necessary to file such returns. The Custodian is authorized to file such returns and reports, and to apply assets of the Custodial Account to the payment of any taxes that are owed as a result of such unrelated business taxable income.

**7. Disclosures and Voting:** The Custodian may deliver, or cause to be executed and delivered, to Account Owner all notices, prospectuses, financial statements, proxies and proxy soliciting materials relating to assets credited to the Custodial Account. The Custodian shall not vote any shares of stock or take any other action, pursuant to such documents, with respect to such assets except upon receipt by the Custodian of adequate written instructions from Account Owner.

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**ARTICLE X  
SEVERABILITY**

**If any provision of this Custodial Agreement is found to be illegal, invalid, void or unenforceable such provision shall be severed and such illegality or invalidity shall not affect the remaining provisions which shall remain in full force and effect.**

**Acknowledgment**

I declare that I have examined this Custodial Account Agreement, including accompanying information, and to the best of my knowledge and belief, it is true, correct, and complete. I acknowledge this Custodian Account Agreement and agree to abide by their terms as currently in effect or as they may be amended from time to time by the IRS or Custodian.

Account Owners Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**INVESTMENTS: NOT FDIC INSURED ■ NO GUARANTEE ■ MAY LOSE VALUE**

<b>Email Forms to:</b> <a href="mailto:Clients@directedira.com">Clients@directedira.com</a>	<b>Send Mail to:</b> 3033 N. Central Ave. Ste. 415 Phoenix, AZ 85012	<b>Fax:</b> 602-899-9641	<b>Questions?</b> (800) 818-1322 <a href="mailto:Clients@directedira.com">Clients@directedira.com</a>
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Directed IRA is a tradename of Directed Trust Company, an Arizona Corporation



## Disclosure Statement – SEP IRA

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This SEP IRA Disclosure Statement is a summary of the requirements for Directed Trust Company, an Arizona Corporation, tradename Directed IRA, pursuant to Internal Revenue Service (“IRS”) Regulations which require that the information contained herein be given to individuals for whom a SEP IRA is established. By executing the SEP IRA Application, you acknowledge receipt of this Disclosure Statement. The Account Owner has executed the SEP IRA Account Custodial Agreement.

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### 1. Revocation of Account

The Account Owner may revoke the IRA at any time within seven (7) days after he or she has executed the IRA Application. Upon revocation, the Custodian will return to the Account Owner the amount contributed to the IRA without penalty, service charge or administrative expense. Contributions will be returned plus establishment fees without adjustment for such items as sale commissions or administrative expenses. To revoke the IRA, the Account Owner must personally deliver or mail a written notice of revocation to the Custodian postmarked within seven (7) days of executing the IRA Application. Mail the notice by First Class Mail to the Custodian:

Directed Trust Company  
Attn: Revocation  
3033 North Central Ave, Suite 415  
Phoenix, AZ 85012

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### 2. Statutory Requirement

An IRA must satisfy certain requirements of the Internal Revenue Code. The IRA Custodial Account Agreement incorporates those requirements. In brief, the Internal Revenue Code requires that the IRA be governed by a written instrument; the Custodian, except in the case of a rollover contribution, will accept only cash contributions; with certain limited exceptions, only a bank or trust company may act as Trustee/Custodian of the IRA; no investment be made in life insurance contracts; no investment be made in collectibles (within the meaning of Internal Revenue Code Section 408(m), except as permitted by Internal Revenue Code Section 408(m) (3)); the Account Owner’s interest in the IRA be nonforfeitable at all times; with certain exceptions, the Account Owner’s IRA not be commingled with other property; and distribution of the Account Owner’s interest in the IRA be made under specific guidelines.

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### 3. IRA Contributions

Contributions to a SEP IRA can only be made by an employer and are not required to be made each year. If you are self-employed, you are allowed to contribute to your own SEP IRA. Contributions made each year are limited to the lesser of 25%

of your compensation or \$55,000 in 2018. All contributions made must be in the form of money (cash, check, money order), you cannot contribute property. However, participants may be able to transfer or roll over certain property from a different retirement account.

Although contribution must not be made each year, all contributions must be determined based on a written allocation formula and must not discriminate in favor of highly compensated employees. When contributions are made, they must also be made for all eligible employees, even for those who have died or been terminated before the contributions are made.

Unlike some other retirement accounts, contributions under a SEP can be made to participants over age 70½. If you are self-employed, you can also make contributions under the SEP for yourself even if you are over 70½. Participants age 70½ or over must take required minimum distributions.

All contributions must be made before the due date (including extension) for filing your Federal income tax return for the year.

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### 4. Deductibility of Contributions

Generally, you can deduct the contributions you make each year to each employee's SEP-IRA. If you are self-employed, you can deduct the contributions you make each year to your own SEP-IRA.

The most you can deduct for your contributions to your or your employee's SEP-IRA is the lesser of the following amounts: a) all employer’s contributions (including any excess contributions carryover), or b) 25% of the compensation (limited to \$275,000 per participant) paid to the participants during 2018 from the business that has the plan, not to exceed \$55,000 per participant.

If you contribute to your own SEP-IRA, you must make a special computation to figure your maximum deduction for these contributions. When figuring the deduction for contributions

made to your own SEP-IRA, compensation is your net earnings from self-employment, which takes into account both the following deductions: a) the deduction for the deductible part of your self-employment tax; and b) the deduction for contributions to your own SEP-IRA. The deduction for contributions to your own SEP-IRA and your net earnings depend on each other. For this reason, you determine the deduction for contributions to your own SEP-IRA indirectly by reducing the contribution rate called for in your plan.

An employee may also make deductible contributions to the IRA being used to receive employer contributions under a SEP arrangement, in the same manner as any other IRA. The employee does not need to establish a separate IRA to make annual deductible contributions. Conversely, there is no reason a SEP arrangement cannot cover an employee who already has an IRA or who wished to continue funding an IRA. An existing IRA of the employee can be used to receive the employer's SEP contribution. An employee whose IRA receives an allocation under a SEP arrangement can contribute up to the maximum deductible amount to an IRA (including the IRA that received the employer's SEP contribution), but some or all of the contribution might need to be designated as nondeductible. Participants should consult with his/her tax advisor. The custodian does not give any tax advice. You should contact your tax professional or attorney regarding the tax consequences of your SEP IRA.

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### **5. Excess Contributions**

If you contribute more than your allowable amount in any one year, you can take care of the excess amount in one of two ways:

(1) You can apply the excess amount to contributions for a later year. You can eliminate the excess by contributing less than the maximum amount allowed to your IRA in a later year. If you apply the amount of the excess contribution to a later year, you will be required to pay a 6% penalty tax on the amount of the excess contribution for the year in which the excess contribution was made. If you decide to apply the excess contribution over several years, you will pay the 6% penalty tax on the amount of the excess contribution that remains after each year.

(2) You can remove the excess amount. If you remove the excess amount, the timing of the removal and the amount of the excess contribution determine how you are taxed. You can avoid the 6% penalty tax if you remove the excess plus any other income earned on the excess amount before the due date for filing the tax return for the year. You will have to pay a 10% penalty tax on any gains or earnings earned on the excess removed, unless you are older than age 59 ½ or are permanently disabled. If you decide to remove the excess contribution, any interest or other income earned on the excess will be taxable to you for the year in which the excess contribution was made. If you remove the excess after the due date for filing your taxes for that taxable year, you will have to

pay a 6% penalty tax on the entire excess amount. Any earnings on the excess amount will remain in the IRA.

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### **6. IRA Distributions**

You can take money out of your IRA at any time. However, you withdraw any of the funds in your IRA before age 59 ½, the amount includible in your gross income is subject to an IRS 10% non-deductible premature distribution tax unless the distribution meets an IRS exception. This 10% premature distribution tax does not apply to the portion of your IRA distribution that is not includible in your gross income (for example, amounts treated as a return of non-deductible contributions made to your IRA). The premature distribution penalty tax will be waived for participants under age 59 ½ for certain medical or educational expenses, and first home purchases. You should consult with your tax advisor regarding these specific exemptions from penalty.

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### **7. Required Minimum Distribution**

SEP IRAs are subject to IRS required minimum distribution (RMD) rules starting when you reach age 70 ½. In the year you reach age 70 ½, you are required to receive minimum distributions from your IRA. If you have not withdrawn the total amount held in your IRA by April 1 following the year in which you reach 70 ½ (your required beginning date), you must commence minimum withdrawals in order to avoid penalty taxes. A minimum distribution for each subsequent year must be withdrawn by December 31 of that year. For example, if you reach age 70 ½ during 2017, you must withdraw the required minimum distribution for 2018 by April 1, 2019, you must withdraw the required minimum distribution for 2018 by December 31, 2018, the required minimum distribution for 2019 by December 31, 2019, etc.

If you maintain more than one SEP IRA, you must calculate the RMD separately for each. However, you may withdraw the RMD amount from any of your SEP IRAs. Upon request, the Custodian will provide you with a calculation of the amount of your RMD with respect to your IRA for that calendar year.

If you fail to withdraw the required minimum for a year, you will have to pay a penalty tax. The penalty tax is 50% of the difference between the minimum withdrawal amount and your actual withdrawals during a year. You should consult your own tax or financial advisor with regard to the calculation of the amount of your minimum distribution each year because it is your responsibility to make sure that this requirement is met. The Custodian is not required to advise you about RMDs and will process a withdrawal from your IRA only in accordance with your specific instructions.

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### **8. Rollover IRA Rules**

A rollover is the distribution of cash or other assets from your retirement plan or IRA to you, which you subsequently roll over to another retirement plan or IRA. The amount you roll

over maintains its tax-deferred status until it is distributed to you. You may take a distribution from all or part of the assets from an IRA and move them to another IRA. Rollover elections are irrevocable. The Custodian shall not be responsible for determining whether you made a proper rollover contribution but the Custodian may request a certification that the funds represent a qualified rollover to ensure the accuracy of the Custodian's records.

**(1) Rollover from a Traditional IRA to another Traditional IRA**

If you have a Traditional IRA, you can withdraw all or part of the amount in that account and rollover all or part of the amount withdrawn to another Traditional IRA. The amount rolled over will not be subject to federal income tax (or the 10% premature withdrawal penalty) if you complete the rollover within 60 days after the withdrawal. Generally, IRA assets may be rolled over only once a year.

**(2) Rollover from a Traditional IRA to a Roth IRA**

You can convert amounts from a Traditional IRA (including SEP and SIMPLE IRA) to a Roth IRA. If you are age 70 ½ or older, the amount of your required minimum distribution from a Traditional IRA also does not count toward the MAGI limit to determine if you are eligible to convert. If eligible, you can withdraw all or part of your Traditional IRA and roll it over into a Roth IRA within 60 days of receipt. You will owe taxes on the portion of the conversion that represents the earnings and contributions distributed from the Traditional IRA that were not previously taxed. The amount you convert will be taxable in the year the rollover is made.

**(3) Rollovers from Employer –Sponsored Plans**

If you receive a lump-sum distribution, qualifying partial distribution or termination distributions from a qualified retirement plan, you may roll over all or part of the amount received to an IRA. Generally, rollovers to an IRA must be made within 60 days of receipt of the distribution. Rollovers from employer-sponsored plans may be made by rolling the same property into the IRA, or liquidating the property and rolling over the proceeds. Due to the complex nature of the legal definitions of lump-sum distributions, qualifying partial distribution or termination distribution, any individual wishing to take advantage of the rollover rules should seek advice from his tax advisor as to how these rules work.

**(4) Conduit IRA (Rollover)**

A conduit IRA is an IRA which contains only qualified total distributions from qualified plans, annuities, and 403(b) plans. The IRA is then used as a "holding account" until you subsequently roll that IRA back into another qualified plan, annuity or 403(b) plan. In order to take advantage of this conduit treatment, you must establish a separate IRA plan into which only the qualified total distribution will be rolled over. When you decide to roll the conduit IRA back into a qualified or 403(b) plan, the entire balance in the IRA plan must be rolled. Any amounts not rolled back into a qualified plan will

be taxed at ordinary income tax rates. Surviving spouses are eligible to utilize the conduit IRA.

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**9. Prohibited Transactions**

If you or your beneficiary engage in a prohibited transaction with the account, as described in IRC Section 4975, the account (or the portion of the account engaged in the prohibited transaction) will lose its exemption from tax and then you must include the fair market value of the amount involved in the prohibited transaction in your gross income for the year during which the prohibited transaction occurred in addition to any regular income tax that may be payable. It is your responsibility to determine if a transaction constitutes a prohibited transaction. The Custodian is not responsible for determining if a transaction constitutes a prohibited transaction. The Custodian reserves the right to request certification from you that the direction provided by you does not create a prohibited transaction. If such certification is not forthcoming, the Custodian reserves the right to take whatever action it deems within its discretion to be appropriate, including but not limited to resigning from the account and/or distributing the assets. Not requesting such a certification regarding a transaction is not a determination that a prohibited transaction does not exist.

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**10. Beneficiaries**

You can name one or more beneficiaries to whom the balance of your IRA will be paid when you die. To do so, fill out the designation of beneficiary form provided by the Custodian. Your designation of beneficiaries will not be effective until received and accepted by the Custodian.

You should review your designation periodically, especially if there is a change in your family status such as marriage, divorce, death of a family member or birth or adoption of children. You may change your beneficiary at any time by filling out a new form and sending it to us. You can use a new designation to revoke your prior designation in whole or in part.

If the IRA continues after your death, your beneficiary has the same right to name beneficiaries as you had before your death. If you do not name beneficiaries, or if all your beneficiaries die before you or disclaim, the Custodian will pay your IRA to your spouse first, if he or she survives you. If you have no spouse who survives you, then the money will go to your children who survive you in equal shares. If you have no children who survive you, the assets in your IRA will be paid to your estate.

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**11. Self-Direction Requirements**

Under the Directed Trust Company SEP IRA Account Agreement, you are required to direct the Custodian with respect to the investment of funds in your account. In the absence of direction from you or your authorized agent, the Custodian will not make or dispose of any investments or distribute any funds held in the account, except Custodian may liquidate assets, chose in the Custodian's sole discretion, to

pay fees and expenses, including the Custodian's fees and expenses. The Custodian has no power or duty to question or investigate any investment agent, as to a specific investment or the IRA's overall portfolio, to review any investments held in the account or to make any suggestions to you with respect to the investment, retention, or disposition of any asset in the account. The Custodian will not be liable for any loss of any kind which may result by reason of any action taken by it in accordance with direction from your or your designated agent, or by reason of any failure to act because of the absence of any directions. The Custodian may resign rather than execute an investment direction if it determines in its discretion that the investment would not be administratively feasible.

The assets in your IRA will be invested only in accordance with directions received from you or your designated Investment Agent. Directed Trust Company offers no investment management, recommendations, or investment advice as to which investments may be best for your IRA. As Custodian, Directed Trust Company accepts custody of a wide range of different types of assets. The fact that Directed Trust Company accepts custody of an asset does not constitute an endorsement of that asset or the entity or principals which/who sell or manage such assets. You alone are responsible to do the appropriate investigation of the investment, entity and principals involved before you invest. Likewise, you alone are responsible for continuing oversight for all your investments. Growth in value of the retirement account is neither guaranteed nor projected, and depends entirely on the success of your investment strategy. The profits and/or losses of each individual retirement account are allocated to that account. Your fees are for custodial and administrative services.

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#### **12. Approved Form**

The Directed Trust Company SEP IRA Account is treated as approved, as to the form, by the Internal Revenue Service since it utilizes precise language of Form 5305-A, currently provided by the Internal Revenue Service, plus additional language permitted by such form. The Internal Revenue Service approval is a determination only as to the form of the account, and does not represent a determination of the merits of the account.

The provisions of the SEP IRA Custodial Account Agreement and this Disclosure Statement shall be construed and interpreted under the laws of the State of Arizona.

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#### **13. No Tax Advice**

This Disclosure Statement together with the Custodial Agreement should answer most questions concerning the IRA. However, the fact that IRA state tax laws vary should be noted by you. If you have additional questions regarding IRAs, you should consult your tax advisor or attorney. Also, you may obtain additional information regarding IRAs from any District

Office of the IRS. See in particular IRS Publication 590A and 590B (Individual Retirement Arrangements). Directed Trust Company does not render tax or legal advice.

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#### **14. Uninvested Cash**

Directed Trust Company will receive and retain a reasonable rate of interest not to exceed 3.75% per annum of the average daily balance on Account Owner's uninvested cash as further compensation for the services it renders to Account Owner. This shall be deducted from the cash balance prior to the crediting of any rate higher than the reasonable rate of interest as stated above to the Account Owner's custodial account at the end of each month. The account is only eligible to earn interest if it is open as of the interest crediting date, and any interest that may accrue on the account during a month that the account is closed prior to the interest crediting date to Directed IRA as an additional fee.

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#### **15. Fee Disclosure, Referral Fees, Fund Custodian**

In connection with the IRA, you agree to pay the fees set forth on the accompanying Fee Schedule. The services and fees on the Fee Schedule can be changed or additional fees added from time to time without notice to you.

The Custodian may pay a referral fee, one time or recurring, to brokers, financial institutions, investment sponsors, and other entities or individuals, which/who referred you/your Account to the Custodian.

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#### **16. Privacy Disclosure**

The mission of the Custodian is to meet the desires of our customers. As a financial services professional entrusted with sensitive information, the Custodian respects the privacy of customers and is committed to treating customer information responsibly. The applicable Customer information Privacy Principles serve as standards for all employees for the collection, use, retention, and security of individual customer information.

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#### **17. Information the Custodian Collects About You**

The Custodian collects nonpublic information about you from the following sources:

- Information the Custodian receives from you on applications and other forms,
- Information about your transactions with the Custodian, our affiliates, or others.

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#### **18. No Disclosures Outside of Exceptions**

The Custodian does not reveal specific information about your IRA or other personally identifiable data to outside parties for their independent use unless: 1) the information is provided to help complete a transaction initiated by you; 2) the information is provided to a reputable credit bureau or similar information reporting agency; 3) the information goes to,

agents, vendors, and service suppliers in connection with the services they supply to the IRA; 4) you request or authorize disclosure; and 5) the disclosure otherwise is lawfully permitted or required. The Custodian does not provide account or personal information to outside companies for the purpose of independent telemarketing or direct mail marketing of any non-financial products or services of those companies.

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**19. Confidentiality and Security**

The Custodian restricts access to nonpublic personal information about you and the Custodial Account to those employees, vendors and agents who need to know that information to provide products or services to the IRA.

Custodian maintains physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

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**20. Important Information about Procedures for Opening a New Account**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an Account, you will be asked for your name, address, date of birth, and other information that will allow the Custodian to identify you.

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**21. Acknowledgment**

By signing the SEP IRA Application document, you acknowledge the opening of the account and agree to be bound by the terms of the SEP IRA Custodial Account Agreement including this Disclosure Statement. You agree to read and abide by this SEP IRA Custodial Account Agreement, including this Disclosure Statement, and the Privacy Notice included herein. Although not a part of the Application process, you authorize the Custodian to make inquiries from any consumer reporting agency or other personal information agency or service, including a check protection service, in connection with this Account, if deemed necessary at a future time.

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Account Owner Signature

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Date

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**INVESTMENTS: NOT FDIC INSURED ■ NO GUARANTEE ■ MAY LOSE VALUE**

<b>Email Forms to:</b> <a href="mailto:Clients@directedira.com">Clients@directedira.com</a>	<b>Send Mail to:</b> 3033 N. Central Ave. Ste. 415 Phoenix, AZ 85012	<b>Fax:</b> 602-899-9641	<b>Questions?</b> (800) 818-1322 <a href="mailto:Clients@directedira.com">Clients@directedira.com</a>
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Directed IRA is a tradename of Directed Trust Company, an Arizona Corporation



## Privacy Notice – What We Do with Your Information

### Purpose of this Notice

Financial Companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal Law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

### What do we Collect?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- Account transactions and payment history
- Assets and investment experience

When you are no longer our customer, we continue to share your information as described in this notice.

### How do we Share Your Information?

All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Directed Trust Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share this?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We Don't Share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We Don't Share
For our affiliates to market to you	Yes	Yes <input type="checkbox"/> Opt out- Do not share my information
For non-affiliates to market to you	No	We Don't Share



## Privacy Notice – Continued

<i>How does Directed Trust Company protect my personal information?</i>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<i>How does Directed Trust Company collect my personal information?</i>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>• Open an account or deposit money</li> <li>• Provide account information or give us your contact information</li> <li>• Direct us to buy or sell securities</li> <li>• Use your credit or debit card</li> </ul>
<i>Why can't I limit all sharing?</i>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes — information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.
<i>What happens when I limit sharing for an account I hold jointly with someone else?</i>	Your choice will apply to everyone on your account, unless you tell us otherwise.

### Questions?

- Call (800) 818-1322 or visit our website [www.directedira.com](http://www.directedira.com)

### Want to limit our Sharing?

- Contact us – Speak to one of our representatives today by calling (800) 818-1322

### Definitions

<i>Non-affiliates</i>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• Neither Directed Trust Company nor its affiliates, (if applicable) share your information with non-affiliates for marketing purposes.</li> </ul>
<i>Joint Marketing</i>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• Directed Trust Company does not participate in joint marketing with non-affiliates.</li> </ul>

**INVESTMENTS: NOT FDIC INSURED ■ NO GUARANTEE ■ MAY LOSE VALUE**

<b>Email Forms to:</b> <a href="mailto:Clients@directedira.com">Clients@directedira.com</a>	<b>Send Mail to:</b> 3033 N. Central Ave. Ste. 415 Phoenix, AZ 85012	<b>Fax:</b> 602-899-9641	<b>Questions?</b> (800) 818-1322 <a href="mailto:Clients@directedira.com">Clients@directedira.com</a>
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## Fee Schedule

### Account Fees

Account Establishment .....	\$50
Annual Account Fee (Includes one Asset) (All IRA's, SEP's, HSA's, & ESA's,) .....	\$350
(Qualified & Nonqualified Custodial Accounts).....	\$495
Each Additional Asset .....	\$150

**\*\*All accounts must maintain a minimum monthly balance of \$500\*\***

### Transaction Fees

Check (One-time Distribution, Investment, Transfer).....	\$35	Recurring Check Distribution (RMDs) .....	\$15
ACH/Domestic Wire Out .....	\$35	Recurring ACH Distribution .....	\$15
International Wire Out.....	\$50	Check (Expense Payment) .....	\$15
Cashier's Check .....	\$50	Real Estate Purchase Fee.....	\$100

*Directed Trust Company does not charge for incoming ACH or Wire transfers.*

### Mail Fees

Priority Mail .....	\$15
Overnight Mail .....	\$35
International Mail .....	\$50

### Processing Fees

Next Day Service (All requests must be received by 10 am MST and in good order to be processed the following business day).....	\$150
Same-Day Service (All requests for same-day service must be received prior to 10 am MST and in good order) .....	\$250

### Other Fees

Account Research .....	\$100/hr	Roth Conversion Fee .....	\$95
Medallion Stamp.....	\$25	Each Additional Asset for Roth Conversion .....	\$25
Re-registration Fee-1 <sup>st</sup> Asset.....	\$95	Paper Statements.....	\$20/yr
Re-registration Fee for Each Additional Asset .....	\$25	Distressed Asset Maint. Fee <sup>1</sup> .....	\$100/yr
Processing for Returned Wire .....	\$35	IRS Form Facilitation/Preparation Fee .....	\$100/yr
Processing for Stop payment of Check Sent Out .....	\$35	Legal Action Fee <sup>2</sup> .....	\$150/hr
Rejected Credit Card/Returned (NSF) Check .....	\$25	Late Payment Penalty <sup>3</sup> .....	\$50
		Account Termination.....	\$200

1 Asset subject to dissolution, bankruptcy, receivership, or alternative disposition or status. 2 Relating to production of documents related to subpoena or legal action. 3 For failure to pay any outstanding invoice by provided deadline. Uninvested Cash shall be deposited with banks and will be insured by the FDIC up to the federal deposit insurance limits (currently \$250,000, per account holder) and any excess amount will not be insured by the FDIC. Directed Trust Company shall receive and retain interest on uninvested cash pursuant to the Custodial Account Agreement. See the Uninvested Cash section of your Custodial Account Agreement and Disclosure Statement for more information about the Uninvested Cash fee.

Directed IRA reserves the right to effect changes to this Fee Schedule, including the uninvested cash fee, upon thirty (30) days' prior written notice to the Account Owner.

Fees will continue to accrue and be payable even if the Account contains no assets from which Directed IRA can collect amounts owed by the Account Owner.

The Account Owner is responsible for reporting any inaccuracy of all assessed account fees and must report any inaccuracies to Directed IRA's Client Services within 45 days of the Fee Statement date.

Accounts holding \$499 or less in cash, and no other assets, may be closed at Directed IRA's sole discretion, and the Account Termination fee of \$200 will be deducted from cash balance. The remainder of the account balance will be paid to Account Owner by check. It is Account Owners responsibility to deposit the funds into another qualified retirement plan within 60 day(s), if applicable, or to pay the distribution tax.

Directed IRA may charge the Account Owner, and/or the custodial account, and/or the maintained credit/debit card held on file, and shall be reimbursed by the Account Owner or the custodial account, for any reasonable expense incurred by Directed IRA in connection with any account services or activities that Directed IRA determines are necessary or advisable, or which are expressly directed by the Account Owner, and which are not included in the services provided by Directed IRA for its normal fees. See the Custodial Account Agreement for more details.

All outstanding account fees/balances must be satisfied prior to the completion of an asset transfer out or an account closure.

Certain costs in this Fee Schedule may apply after notification of account closure. Examples include: research/special services costs, such as trailing dividends, check/wire costs, and requests for copies of records. Costs that remain unpaid after account closure will be subject to collections and payment according to the terms of the Custodial Account Agreement.