



**SELF-DIRECTED QUALIFIED PLAN/403(b)(7)
ACCOUNT APPLICATION**

Member FDIC

SELF-DIRECTED QUALIFIED PLAN OR 403(b)(7) ACCOUNT APPLICATION

Account Number _____

Account Title _____

SECTION I Employee-Participant Information

Account Owner _____

Address + Apt.# or Box # _____

City _____ State _____ Zip +4 _____

Social Security Number _____

Date of Birth _____

SECTION II Plan Type

- 403(b)(7)
- Money Purchase Plan
- Profit Sharing Plan
- 401(k)

SECTION III Employer Information

Employer/Plan Name _____

Employer/Plan Tax ID# _____

Address _____

City _____ State _____ Zip +4 _____

Type of Organization _____

Contact Person/Trustee(s) _____

Telephone _____

SECTION IV How Account Will Be Funded

Please indicate how you would like to fund your account by checking one of the boxes below.

- I have enclosed a check for \$ _____ made payable to Trust Company of America.
- By Federal Wire
(Please notify Trust Company of America in advance).
- I am transferring from another custodian or trustee, and have included a completed Transfer Form.

SECTION V Financial Representative Information

A. Investment Advisor

Firm Name _____

B. Representative

Representative Name _____ Representative # _____

Firm _____ Phone # _____

Address + Apt.# or Box # _____

City _____ State _____ Zip +4 _____

SECTION VI Interested Third Party Information

Please complete if you would like additional statements and confirmations mailed to a third party in addition to you, your investment manager and your representative.

First Name _____ Initial _____ Last Name _____

Address + Apt.# or Box # _____

City _____ State _____ Zip +4 _____

SECTION VII Plan Information (Skip if the account is a 403b)

A. General Information

Will Trust Company of America issue 1099-R reporting for the plan?

- Yes
- No

Will the Plan use Trust Company of America's plan documents or its own?

(THIS OPTION IS NOT AVAILABLE TO 401(k) PLANS, GO TO SECTION IX).

- (Complete Part B) The Plan will use Trust Company of America's Plan documents.
- (Go to Section IX) The Plan will use its own documents.

B. Adoption Agreement Information (A completed Plan Adoption Agreement using the information given below will be forwarded to the Employer for signature.)

Plan Effective Date: _____

Age Requirement:

- 18
- 21
- Other _____ (no older than 21)
- None

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SECTION VII Continued

Service Requirement:

- 0 years
- 1 year
- 2 years
- Other _____ (not more than 2 years)

Entry Date(s) into the Plan:

- January 1st and July 1st
- Other _____

Ineligible Employees:

- None
- Union
- Non-Resident Alien
- Other _____

Vesting Schedule: (Note: if 2 years of service is required, participants are AUTOMATICALLY 100% vested.)

- 100%
- 6 year Graded
- Other _____

Employer Contributions:

If the Plan is Profit Sharing —

- Pro-Rata
- Other _____

If the Plan is Money Purchase — (Note: Contributions are MANDATORY for Money Purchase Plans)

- 10%
- Other _____

Distributions allowed prior to separation of service:

- None
- Inservice
- Hardship

Are loans allowed from the Plan?

- Yes
- No

NOTE: Trust Company of America 403(b)(7) plan documents do not allow loans.

SECTION VIII (for all Plan types) Beneficiary Information

Are you married?

- Yes
- No

IF SPOUSE IS NOT DESIGNATED AS SOLE PRIMARY BENEFICIARY, THE SPOUSE MUST SIGN BELOW. (Note: Any subsequent change of beneficiary designations must be approved by the spouse if the spouse is no longer to be the sole primary beneficiary.)

Signature of Spouse _____ Date _____

I hereby designate the following person(s) as my beneficiary(ies).

1) Primary Beneficiary

Beneficiary Name _____

Social Security Number _____ Date of Birth _____

Relationship _____ Percent of Account Balance _____

2) Please select one: Primary Contingent

Beneficiary Name _____

Social Security Number _____ Date of Birth _____

Relationship _____ Percent of Account Balance _____

3) Please select one: Primary Contingent

Beneficiary Name _____

Social Security Number _____ Date of Birth _____

Relationship _____ Percent of Account Balance _____

SECTION IX Plan Trustee Certification

Please skip this section if the account is a 403b

Names of Current Trustees:

Printed Name _____

Signature of Trustee _____

Printed Name _____

Signature of Trustee _____

Printed Name _____

Signature of Trustee _____

Please select one of the following:

- All trustees may act individually
- All trustees MUST act jointly
- Majority of trustees must act jointly

SECTION X Signature

I have read and agree to be legally bound by the Trust Company of America corresponding plan agreements (if applicable), adoption agreement (if applicable) and account agreement (Section XI) and I hereby appoint Trust Company of America to serve as custodian of my custodial account.

I have read and agree to the terms of the Account Agreement, Section XI. I have read and understand Trust Company of America's Customer Privacy Information and Truth in Savings Disclosure, Section XII.

Employee-Participant Signature _____

Employer/Trustee Signature _____

Employer/Trustee Signature _____

Employer/Trustee Signature _____

SELF-DIRECTED QUALIFIED PLAN/403(b)(7) ACCOUNT APPLICATION



Section XI Terms and Conditions

I hereby request that Trust Company of America, ("Custodian"), a trust company organized under the laws of the State of Colorado and having its principal place of business in Englewood, Colorado, open a custodial account in the name listed as Account Owner on this Trust Company of America Account Application ("Application"). The Owner may select a registered representative ("Registered Representative") as indicated on the Application to direct the account. The Registered Representative is an agent of the Owner and is not an agent of the Custodian. Unless otherwise provided in writing, Trust Company of America does not deem the Registered Representative to have discretionary authority and all transactions will be deemed to have the Owner's authority to do so. The Owner selects the Custodian to furnish system and account services to the Owner on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Custodian agree with each other as follows:

1. A. **Account Record Keeping** — Custodian shall maintain the account on its computerized system, which provides records on cash postings within the account, investment activity, account assets, account contributions and account distributions.
 - B. **Preparation of Statements and Reports** — Custodian shall provide Owner with periodic statements of account activity and fee billings. Custodian provides account statements to assist the Owner in the monitoring of the account but the Custodian has no duty to supervise or monitor the account or the actions of the Owner.
 - C. **Safekeeping of Property** — Custodian shall be responsible for the safekeeping of the assets in the account. Custodian shall not have any responsibility for assets contributed to the account until such assets are actually received by Custodian. Legal title to assets in Owner's account shall be held on behalf of Owner in the name of Custodian as nominee. Owner shall continue to be the beneficial owner of such assets, and as such may withdraw such assets from the account, vote any such assets constituting securities or delegate the authority to vote such securities to any other person and proceed directly as a security holder against the issuer of any security in Owner's account without being obligated to join Custodian as a condition precedent to initiating such proceeding. Custodian shall provide to Owner periodic reporting of securities transactions.
 - D. **Transactions** — Owner authorizes the Custodian to accept all investment instructions from the Owner or Registered Representative and acknowledges that more than one party may be authorized to request purchases, redemptions and exchanges on the account. Owner acknowledges that if instructions to purchase, redeem or transfer shares are submitted by multiple parties authorized to provide such instructions on the same day or for the same shares, the Custodian is authorized to act on the instructions of either authorized party without having to call either party to confirm or clarify the instructions. Custodian is authorized to collect for the account all interest and other payments of income or principal pertaining to assets held in the account, and to hold, invest, disburse, or otherwise dispose of any and all assets of the account upon the directions of the Owner or the Registered Representative. The Custodian shall not be responsible for money or other property paid or delivered to any other person upon direction of the Owner or Registered Representative. All sales and all purchases of securities or other investments made for the account by the Custodian shall be made pursuant to the direction of the Owner or Registered Representative. Custodian shall, unless otherwise instructed in writing by the Owner or the Registered Representative, have the power to make all trades through broker-dealers it selects (including affiliates) and shall, in any case, have the power to perform any and all other acts that Custodian may deem necessary or appropriate in connection therewith (including paying commissions). Custodian may aggregate contemporaneous transaction orders, although Custodian's records will be kept on an account by account basis. Custodian shall have no responsibility for investment decisions and Custodian shall not be liable for any losses attributable to investments.
 - D. **Proxies** — Custodian will facilitate all proxies and accompanying materials solicited by any entity. ("Shareholder Communications") to be mailed to the Owner within a reasonable period of time after the receipt of such Shareholder Communications by Custodian unless otherwise directed in writing by the Owner. Owner will have the sole responsibility for voting and/or executing all proxies. Custodian will be under no duty to determine how, or if, proxies are voted or to take any other action in connection with any Shareholder Communication. The Custodian will be under no obligation to forward or return any other corporate material received on behalf of the Plan unless required by law except to the extent outlined in this section.
 - E. **Sweep Account** — Uninvested cash, the investment of which has not been otherwise directed by the Owner, shall be invested in a "sweep account." The sweep account will be a savings account, certificate of deposit, time deposit, or similar investment of the Custodian (or an affiliate of the Custodian) which is insured by Federal Deposit Insurance up to \$100,000.00 and which bears a reasonable rate of interest for insured deposits. Deposits made by check may be held until we receive notification from issuing Financial Institution that funds have cleared.
2. Unless a separate designation of beneficiary is received by Trust Company of America, in the event any primary or contingent beneficiary dies before I do, his or her interest and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining beneficiary(ies) shall be increased on a pro rata basis. If no primary beneficiary(ies) survives me, the contingent beneficiary(ies) shall acquire the designated share of my IRA.
 3. In consideration for the services provided by the Custodian as described in the first paragraph, Owner agrees to pay Custodian fees and reimbursement for expenses for services rendered and any extraordinary expenses of Custodian, including legal fees incurred in the administration of the account(s). Owner authorizes Custodian to deduct fees from the account(s) or liquidate assets to pay for such fees. Owner acknowledges and agrees to the fee schedule received. Custodian reserves the right to modify the schedule of fees. Custodian will provide a 60 days' notice regarding fee schedule changes.
 4. In addition to the payments under Paragraph 3 of this Section IX, Owner agrees that Custodian and/or its affiliates shall be entitled to receive (a) net interest income from the financial institutions into which "sweep account" deposits are made, (b) 12b-1 fees, directed commissions, sub accounting fees and/or administrative fees from mutual funds in which assets of the account are invested and/or from other persons associated with such mutual funds, and (c) broker/dealer commissions for executing trades.
 5. Owner will provide Custodian with any information Custodian may require in order to properly carry out its duties hereunder. Trade summaries, statements of account activity and fee billings and other reports shall be promptly reviewed by the person to whom sent and Custodian shall not be responsible for any discrepancies that are disclosed on such summaries, statements or reports unless the Custodian is notified within 10 days from the date mailed of the discrepancy by the person receiving such summary, statement or report. Notwithstanding anything herein to the contrary, it is understood and agreed that Custodian shall not be liable to Owner for any acts or omissions of Custodian so long as Custodian's conduct did not constitute gross negligence or willful misconduct nor shall Custodian be liable for undertaking any acts or instructions from the Owner, or Registered Representative or for failing to undertake any act due to the absence of such instructions. Owner agrees to indemnify and hold Custodian harmless from and against any liabilities and expenses (including, without limitation, reasonable attorney's fees) arising out of or in connection with this Agreement (so long as Custodian's acts did not constitute gross negligence or willful misconduct).
 6. This Agreement may be terminated by either party by giving to the other party written notice of intention to terminate at least thirty days before the termination date specified in such notice or on such earlier date as may be mutually agreed upon. In the event of any such termination, Custodian will deliver to Owner or as directed by Owner, or to any person to whom delivery may be ordered by any court having jurisdiction, a final accounting and any assets which it may hold pursuant to this Agreement, after deducting there from the amount of any fees payable to Custodian under the terms of this Agreement (if no cash is available to pay fees due and Owner does not pay such fees within twenty days after notice from Custodian, Custodian may sell assets for cash in order to pay fees due). Upon such termination, Custodian and Owner agree to cooperate with each other in the orderly transition of assets and account maintenance responsibilities.
 7. Custodian shall not be obligated to commence or defend any legal action of Owner unless Custodian agrees thereto and Custodian is fully indemnified in connection therewith. Any associated legal fees will be the responsibility of the account owner.
 8. All notices, instructions and other communications shall be in writing (or if verbal, followed promptly by written documentation) and shall be hand delivered or sent by first class mail, postage prepaid, or sent by facsimile, to the Custodian's principal place of business.
 9. Custodian may conclusively rely on the authenticity of any notice, instructions, or other communication received by it from Owner so long as Custodian, acting in good faith, believes the notice, instruction, or communication to be genuine. This Agreement shall be binding upon, and inure to the benefit of, the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.
 10. It is mutually understood and agreed that this Agreement and all duties, obligations and rights created thereby shall be governed by the laws of the State of Colorado, applicable to contracts made and to be performed in that state.
 11. Any controversy, claim or dispute arising out of or relating to this Agreement or any action taken pursuant to the Agreement or the performance, nonperformance, enforcement, operation or breach thereof shall be settled by arbitration in accordance with the rules then pertaining of the American Arbitration Association. Such arbitration proceedings shall take place in Denver, Colorado, and judgment upon award rendered may be entered in any court having jurisdiction thereof.
 12. Custodian may modify or amend this Agreement upon 30 days' prior written notice to the Owner, but no such modification or amendment will affect obligations incurred by the Owner prior to the effective date of such modification or amendment.
 13. If any provision contained in the Agreement conflicts with any IRS, FDIC, NASD, or other regulatory agency rules and regulations, the applicable rules and regulations shall prevail.

ESTABLISHMENT OF THE ACCOUNT(S) CONSTITUTES ACCEPTANCE BY Trust Company of America.

IMPORTANT INFORMATION REGARDING YOUR TRUST COMPANY OF AMERICA ACCOUNT

Section XII Customer Privacy Information

Trust Company of America Customer Privacy Information

Trust Company of America (Trust Company) does not disclose any non-public information about you to non-affiliated third parties unless:

- Authorized by you;
- To protect the confidentiality or security of our records pertaining to you, service, product or transaction;
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
- To persons holding a legal or beneficial interest relating to you;
- To persons acting in a fiduciary or representative capacity on behalf of you;
- To respond to judicial process or government regulatory authorities;
- To comply with Federal, State, or local laws, rules and other applicable legal requirements; and
- To comply with a properly authorized civil, criminal, or regulatory investigation, or subpoena or summons by Federal, State, or local authorities.

Trust Company collects non-public information from:

- You on applications or other forms;
- Information about your transactions with our affiliates, others, or us.

If you decide to close your account(s) or become an inactive customer, we will adhere to the privacy policies and practices as described in this notice.

Trust Company restricts access to your personal and account information to provide products or services to you. Trust Company maintains physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

Truth in Savings Disclosures – Initial Retail Client

A retail account is any account that the agreement is between Trust Company of America and the individual(s).

Variable Rate: At our discretion, interest rates and annual percentage yields may change. Please contact your Customer Service Department for current interest rates.

Compounding and Crediting: Interest will be compounded daily. Interest will be credited to your account monthly.

Effect of Closing an Account: If you close your account before interest is credited, you will not receive the accrued interest.

Balance Computation Method: We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Non-Cash Deposits: Interest begins to accrue no later than the business day we receive credit for non-cash items¹ (for example, checks).

Transaction Limitations: Withdrawals from IRA and qualified retirement plan accounts are subject to IRS and ERISA distribution regulations.

Fees: No fee is imposed in connection with your account, but if applicable, investment advisory fees, custodial fees etc. may be charged against your account.

¹ Item is defined in the Uniform Commercial Code as “an instrument or a promise or order to pay money handled by a bank for collection or payment.”

Attention: Please do not complete Trust Company of America account forms prior to reading and understanding this document and its contents above.