


Trust Company of America Form Guide

SIMPLE IRA Account Application

This form guide highlights the minimum required information to open an account. Blue highlights and gray text are required under certain circumstances. If optional sections are not completed properly, the account will be opened but the option will not be activated. We recommend filling out all information requested to help us better service the account. Refer to the detailed instructions at the beginning of the application for a complete guide to completing the form.

Trust Company of America
Institutional Advisor Services
SIMPLE IRA APPLICATION



SECTION 1: Account Type

A. ACCOUNT TYPE

SIMPLE IRA

B. SIMPLE IRA ESTABLISHMENT DATE

Select one: New account Transferring account

If Transferring Account, Date of First Contribution

IMPORTANT: SIMPLE IRA funds may transfer to another SIMPLE IRA. During the first two years, distributions carry a 25% premature distribution penalty tax and funds may not transfer, convert, roll over, nor directly roll over to another plan type.

C. ADDITIONAL REQUIREMENTS

Refer to Section 1C in "General Instructions" for additional documentation requirements.

SECTION 2: Account Owner

A. ACCOUNT OWNER

First Name MI Last Name

Mailing Address

City State Zip+4

Social Security Number Date of Birth

Work Phone Home Phone

Email Address

B. STREET ADDRESS, if applicable

My mailing address is my residential street address

Residential Street Address (no P.O. Boxes)

City State Zip+4

C. EMPLOYER INFORMATION

Employer Name

Employer Address

City State Zip+4

Trust
Trust Company of America

Trust Company Account Number

SECTION 3: Identification

Select one type of identification, and then enter the ID number in below.

IMPORTANT: Residents of Nevada must provide a visible copy of an unexpired driver's license or ID card.

Driver's license or ID card issued by a state or outlying possession of the United States
 ID card issued by a federal, state, or local government agency or entity
 U.S. Passport
 Certificate of U.S. Citizenship (INS Form N-560 or N-561)
 Unexpired foreign passport, with I-551 stamp or attached INS Form I-94 indicating unexpired employment authorization
 Permanent Resident Card or Alien Registration Receipt Card with photograph (INS Form I-151 or I-551)

Identification Number State (if applicable)

SECTION 4: Beneficiary(ies)

I hereby designate the following person(s) as my beneficiary(ies). If I live in a state with community property statutes and do not designate my spouse as the sole Primary Beneficiary, I represent and warrant that my spouse has consented to such designation.

Note: The beneficiary must be named on this form: 'spouse', 'children', or 'per stirpes' is not an acceptable designation. Refer to Section 4 in "General Instructions" for additional requirements.

1. Primary Beneficiary

Beneficiary Name

Social Security Number (if available) Date of Birth

Relationship Percent of Account Balance

2. Select one: Primary Beneficiary Contingent Beneficiary

Beneficiary Name

Social Security Number (if available) Date of Birth

Relationship Percent of Account Balance


1. Select new or transferring account.
 - For a transferring account, enter date of first contribution.
2. Complete 2(a) account owner information and 2(c) enter employer name.
 - If mailing address is not a residential street address, complete Section 2B.
3. Complete identification information.
4. Complete beneficiary information.
 - If beneficiary is a trust, list complete name of trust.
 - For more than three beneficiaries, check the Additional Information box and include an Additional Information Addendum.

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SECTION 4: Beneficiary(ies) Continued

3. Select one: Primary Beneficiary Contingent Beneficiary

Beneficiary Name _____

Social Security Number (if available) _____ Date of Birth _____

Relationship _____ Percent of Account Balance _____

Additional beneficiary information provided. Note: Complete the "Additional Information Application Addendum" form.

No beneficiaries designated with this application. Note: If there is no valid beneficiary information designated, your estate is the beneficiary.

SECTION 5: Account Funding

Select all that apply:

By check. Enclose a check payable to Trust Company of America.

\$ _____ Rollover or Contribution for _____
Check Amount _____ Year _____

IMPORTANT: In the memo line on the front of the check, write your new Trust Company account number, if available. Write either "Rollover" or "Contribution" in the memo line on the front of the check. Checks from Employers must also include a breakdown of the Employer Contribution (ER) and the Employee Deferral (EE) amounts.

By federal wire. Notify your investment advisor in advance. Wires may only be sent on or after the account open date.

Transferring from another custodian or other financial institution. Complete, sign, and provide a "Transfer Request" form for each transferring account.

SECTION 6: Electronic Delivery and Statement Family (optional)

A. Electronic Delivery (e-delivery)

With your consent Trust Company can electronically deliver a growing number of account documents including your account statements, reports, and required notices. In order to elect e-delivery you must maintain a valid email address with Trust Company and have access to a computer to retrieve the documents through a secure account login. By consenting to e-delivery of documents you agree to receive any or all required notices through e-delivery as well as your statements. You may withdraw your consent at any time either online through your account or in writing.

I consent to e-delivery of statements and other account documents.

B. Statement Family

Note: If creating a new or adding to a current Statement Family, provide the account information below.

Select one:

Create a new Statement Family

Add to current Statement Family

TCI IRA SIMPLE121.3.0511
7103 South Revere Parkway, Centennial, CO 80112 • Member FDIC

Trust Company Account Number _____

SECTION 6: Electronic Delivery and Statement Family (optional) Continued

Trust Company Account Number of Primary Account Holder _____

Account Title _____

Last 4 digits of Social Security or Tax Identification Number _____

Investment Advisor _____

As account owner of the primary account, I hereby acknowledge the request to add accounts to my statements. I further attest I will hold Trust Company of America harmless from any loss, claim, expense or other liability for this action.

Primary Account Holder Authorization _____

SECTION 7: Interested Third Party (optional)

Select all that apply: Statements Deposit confirmations Tax forms

Interested Party Name _____

Mailing Address _____

City _____ State _____ Zip+4 _____

Additional interested third party information provided. Note: Complete the "Additional Information Application Addendum" form.

SECTION 8: Account Management

As account owner, I am granting the authority to the following investment advisor to direct the investment activities of this account.

A. INVESTMENT ADVISOR

Investment Advisor Firm Name _____

B. CLIENT REPRESENTATIVE

Client Representative Name _____

Client Representative Firm Name _____ Work Phone _____

Mailing Address _____

City _____ State _____ Zip+4 _____

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4. Continued
 - If no beneficiaries, check the No Beneficiaries box.
5. Select how account will be funded.
6. Optional
7. Optional
8. Enter investment advisor firm name.
 - If applicable, complete client representative information.

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9. Have the account holder sign, date, and print name.

Trust Company of America Institutional Advisor Services SIMPLE IRA APPLICATION



SECTION 9: Signature

By signing below I understand the eligibility requirements for the type of individual retirement account deposit I am making and I state that I do qualify to make the deposit.

I have received, read, understood, and agree to the terms and conditions in Section 10: Account Agreement, Section 11: Trust Company of America Client Customer Privacy, Section 12: Truth In Savings Disclosure, Section 13: Plan Agreement, Section 14 Disclosure Statement, and my Investment Advisor's Fee Disclosures.

I understand that the terms and conditions, which apply to the Individual Retirement Account, are contained in the Plan Agreement and Account Agreement. I agree to be bound by those terms and conditions and mutual promises and covenants. Within seven (7) days from the date I open this Individual Retirement Account, I may revoke it without penalty by mailing or delivering a written notice to Trust Company of America.

STATEMENT FAMILY AUTHORIZATION

I authorize Trust Company of America to affiliate my account statement to the party listed as primary account in Section 6B. I understand I will no longer receive a statement as a result of this action.

I understand that the primary account of the family is electing the method of delivery and that the primary account can designate a new primary account without further authorization from the other family members.

I further attest I will hold Trust Company of America harmless from any loss, claim, expense or other liability for this action. If at some later time I wish to discontinue having my statement sent to the primary account, I must send new written instructions to Trust Company of America to make this change.

Account Holder Signature _____ Date _____

Print Name _____

SECTION 10: Account Agreement

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 Centennial, Colorado, open a custodial account in the name(s) listed as account owner ("Owner") on this Trust Company of America account application ("Application"). The Owner has selected an investment advisor ("Investment Advisor") as indicated on the Application to manage the assets in the account. The Investment Advisor is an agent of the Owner and is not an agent of the Custodian. 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 within each account cash postings, investment activity, account assets, account contributions and account distribution records.
- B. **Preparation of Statements and Reports** – Custodian shall provide Owner and Investment Advisor with periodic statements of account activity and fee billings. Custodian shall provide such further statements and reports as reasonably requested by the Investment Advisor. Custodian provides account statements to assist the Owner and Investment Advisor in the monitoring of the account but the Custodian has

SECTION 10: Account Agreement Continued

no duty to supervise or monitor the account or the actions of the Owner or the Investment Advisor. Custodian may deliver documents either through the U.S. Mail or if the Owner consents through electronic deliver. Owner consent for electronic delivery of documents includes consent to deliver electronically all written communications including statements, notices, and disclosures. Custodian may, at its discretion, deliver some documents through the U.S. Mail. Owners who consent to electronic delivery will maintain electronic access to receive notices that documents are available including providing a valid email address at all times with the custodian. Owner may withdraw consent for electronic delivery at any time either online or in writing.

- C. **Confirmations** – Confirmations for securities transactions will be provided upon written request by the Owner or the Investment Advisor. Trust Company will provide this information for no additional cost.
- D. **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 Investment Advisor or Custodian as a condition precedent to initiating such proceeding. Custodian shall provide to Owner periodic reporting of securities transactions.
- E. **Transactions** – Owner grants the exclusive authority to the Investment Advisor to direct the investment activities of the account. Owner authorizes the Custodian to accept all investment instructions from the Investment Advisor 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 direction of the Owner or the Investment Advisor. The Custodian shall not be responsible for money or other property paid or delivered to any other person upon direction of the Owner or Investment Advisor. 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 Investment Advisor and/or Owner. Custodian shall, unless otherwise instructed in writing by the Owner or the Investment Advisor, 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.
- F. **Disbursements** – Owner hereby authorizes Custodian to pay investment advisory fees from the account as and when billed by the Investment Advisor. Custodian may be paid from the account as specified in Paragraph 3 of this section or directly by the Investment Advisor for custodial services it is providing hereunder.
- G. **Proxies** – Custodian will facilitate all proxies and accompanying materials solicited by any entity, and all prospectuses issued by any company whose securities are held in the account. Shareholder communications to be mailed to the Owner within a reasonable period of time after the receipt of such