

\_\_\_\_\_  
New MidAtlantic IRA Account #

**Please send all ORIGINAL application paperwork to**

MidAtlantic IRA, LLC  
118 West Church Street  
Frederick, Maryland 21701

240/575.3880 x610 office  
NewAccounts@MidAtlanticIRA.com

**TYPE OF ACCOUNT TO OPEN**

- Traditional IRA
- Roth IRA
- SEP IRA
- Beneficiary IRA *(select one of the types above also)*

SIMPLE, Ind(k) & 401(k) use a different application

**APPLICANT INFORMATION**

- Mr.  Mrs.  Ms.  Dr.

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial \_\_\_\_\_ SSN: \_\_\_\_\_

Legal Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Primary Phone #: \_\_\_\_\_ Secondary Phone #: \_\_\_\_\_ Mobile #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Birthdate: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Occupation *(if retired, prior occupation)*: \_\_\_\_\_ County you live in: \_\_\_\_\_

**MARITAL STATUS**

- Single  Married *(see Consent of Spouse)*  Widowed or Divorced

**ACCOUNT ACCESS**

- Online Access - view statements online **OR**  Email statements - by request only

**FUNDING ACCOUNT FROM** *(check all that apply)*

- Traditional IRA
- Roth IRA
- SEP IRA
- SIMPLE IRA
- Rollover Check
- Rollover/Direct Rollover *from a 401k or Employer's Plan*
- Contribution
- Roth Conversion
- Recharacterization

**PREFERRED METHOD OF CONTACT**

- Phone  Email

**IS IT OK TO LEAVE A DETAILED VOICE MESSAGE ON ANY OF YOUR PHONES?**

- Yes  No

**HOW DID YOU HEAR ABOUT US?**

- Advertisement
- Webinar: \_\_\_\_\_
- Networking Event: \_\_\_\_\_
- Presentation: \_\_\_\_\_
- Referral: \_\_\_\_\_
- Conference: \_\_\_\_\_
- Other: \_\_\_\_\_

**ACCOUNT HOLDER SIGNATURE**

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

# Beneficiary Designation

*This form may be used for Individual or Employer Sponsored Plan accounts. Please be sure to supply COMPLETE information. It is NOT required to designate beneficiaries*

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**ACCOUNT HOLDER**

Full Name \_\_\_\_\_ Account Number \_\_\_\_\_

Date of Birth (MM/DD/YYYY) \_\_\_\_/\_\_\_\_/\_\_\_\_ Social Security # \_\_\_\_\_

*This form must be completed in full. A beneficiary shall be deemed to be a Primary Beneficiary if the Primary or Contingent box is not selected for said beneficiary. In the event of my demise, Primary Beneficiaries who survive me shall receive the assets of the account in equal shares (or in the specified shares, as designated). If all Primary Beneficiaries pre-decease me, Contingent Beneficiaries who survive me shall receive the assets of the account in equal shares (or in the specified shares, as designated). A Primary or Contingent beneficiary's interest and the interest of such beneficiary's heirs shall terminate completely, in the event that the aforementioned beneficiary does not survive me. In such cases, the share for any remaining Primary or Contingent Beneficiary shall be increased on a pro rata basis. In the event that there are no surviving Primary or Contingent Beneficiaries, remaining assets of the account shall be distributed to my estate in accordance with the plan provisions.*

**BENEFICIARY / 1**       Primary       Contingent      Share \_\_\_\_\_ %      Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_  
Person Name/Trust Name\* \_\_\_\_\_ SS/TIN # \_\_\_\_\_ Relationship \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

*\* If I name a Beneficiary which is a Trust, I understand I must supply a copy of the abstract of the Trust.*

**BENEFICIARY / 2**       Primary       Contingent      Share \_\_\_\_\_ %      Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_  
Person Name/Trust Name\* \_\_\_\_\_ SS/TIN # \_\_\_\_\_ Relationship \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**BENEFICIARY / 3**       Primary       Contingent      Share \_\_\_\_\_ %      Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_  
Person Name/Trust Name\* \_\_\_\_\_ SS/TIN # \_\_\_\_\_ Relationship \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**BENEFICIARY / 4**       Primary       Contingent      Share \_\_\_\_\_ %      Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_  
Person Name/Trust Name\* \_\_\_\_\_ SS/TIN # \_\_\_\_\_ Relationship \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**SPOUSAL CONSENT** (only required if your spouse is not the primary beneficiary)

I, \_\_\_\_\_ (name of spouse), hereby approve the above beneficiary designation.

Spouse Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

*(Note: Consent of the Participant's Spouse may be required in a community property or marital property state to effectively designate a beneficiary other than or in addition to the Participant's Spouse.)*

Disclaimer For Community & Marital Property States: The Participant's Spouse may have a property interest in the account and the right to dispose of the interest by will. Therefore, the Custodian disclaims any warranty as to the effectiveness of the Participant's beneficiary designation or as to the ownership of the account after the death of the Participant's Spouse. For additional information, please consult your legal advisor.

**ACCOUNT HOLDER SIGNATURE** I understand that I may change or add beneficiaries at any time by completing the Beneficiary Change form & submitting the original to MidAtlantic IRA, LLC.

Under penalties of perjury, I certify that the above information (including my social security number) is correct. I hereby agree to participate in the Individual Retirement Custodial Account offered by the Custodian. I acknowledge receipt of a copy of the plan document under which this Individual Retirement Account is established, a copy of this Adoption Agreement, and a copy of the Disclosure Statement with respect to this Individual Retirement Account. I direct that all benefits upon my death be paid as indicated above. In the event that this is a rollover contribution, the undersigned hereby irrevocably elects, pursuant to the requirements of Section 1.402(a)(5)-1T of the IRS regulations, to treat this contribution as a rollover contribution. If I named a beneficiary which is a Trust, I understand I must provide certain information concerning such Trust to the Custodian.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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## Appointment of Custodian, Investment Direction and Important Disclosures

### Your signature is required. Please read before signing.

The account holder shown on the front of the application must read this agreement carefully and sign and date this part. By signing this application, you acknowledge the following:

#### Appointment.

I appoint Foundation Trust Company, LLC as the custodian of my account or its successor (hereinafter referred to as "Custodian") and I understand that the Custodial Account Agreement and my Application comprise my agreement with the Administrator, MidAtlantic IRA, LLC, shown in this application. The Administrator may change custodians to any institution permitted by law or by the undersigned. Written direction shall be construed so as to include facsimile signature. The account is established for the exclusive benefit of the Account holder or his/her beneficiaries.

#### Adequate Information.

I acknowledge that I have received a copy of the Plan Agreement, Disclosure Statement and appropriate Financial/Fee Disclosures. I understand that the terms and conditions, which apply to the Account, and are contained in these documents. I agree to be bound by those terms and conditions. If this is an IRA, I understand that within seven (7) days from the date that I open this Account, I may revoke it without penalty by mailing or delivering a written notice to the Custodian.

#### 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 permitted under the Plan Agreement 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).

I certify under penalties of perjury: that I have provided you with my correct Social Security or Tax I.D. Number; and that I am not subject to backup withholding because: a) I am exempt from backup withholding; or b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or c) the IRS has notified me that I am no longer subject to backup withholding. You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return.

Except as described above, we will not release information about you to others unless you or a representative whom you have authorized in writing have consented or asked us to do so, or we are required by law or other regulatory authority.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Until such time as I change or revoke the designation, I hereby instruct the Custodian to follow the investment directions which I provide to Administrator in investing and reinvesting the principal and interest, as confirmed by direction letters to Administrator from the undersigned, for the above-referenced Account or other Custodial account for which Administrator serves as record keeper. You are authorized to accept written direction and/or verbal direction which is subsequently confirmed in writing by the authorized party,

Administrator, or by the undersigned. Written direction shall be construed so as to include facsimile signature.

The account is established for the exclusive benefit of the Account holder or his/her beneficiaries. In taking action based on this authorization Custodian and Administrator may act solely on the written instruction, designation or representation of the Account holder. I expressly certify that I take complete responsibility for the type of investment instrument(s) with which I choose to fund my Account. I agree to release, indemnify, defend and hold the Administrator and/or Custodian harmless from any claims, including, but not limited to, actions, liabilities, losses, penalties, fines and/or third party claims, arising out of my account and /or in connections with any action taken in reliance upon my written instructions, designations and representations, or in the exercise of any right, power or duty of Custodian and/or Administrator, its agents or assigns. Custodian and/or Administrator may deduct from the account any amounts to which they are entitled to the reimbursement under the foregoing hold harmless provision. Custodian and/or Administrator have no responsibility or fiduciary role whatever related to or in connection with the account in taking any action related to any purchase, sale or exchange instructed by the undersigned or the undersigned's agents, including but not limited to suitability, compliance with any state or federal law or regulation, income or expense, or preservation of capital or income. For purposes of this paragraph, the terms Administrator and Custodian include MidAtlantic IRA, LLC, its agents, assigns, joint ventures, licensees, franchisees, affiliates and /or business partners.

In the event of claims by others related to my account and/or investment wherein Administrator and/or Custodian is named as a party, Administrator and/or Custodian shall have the full and unequivocal right at their sole discretion to select their own attorneys to represent them in such litigation and deduct from my account any amounts to pay for any cost and expenses, including, but not limited to, all attorneys' fees, and cost and internal costs (collectively "Litigation Cost"), incurred by Administrator and/or Custodian in the defense of such claims and/or litigation. If there are insufficient funds in my account to cover the Litigation Costs incurred by Administrator and/or Custodian, on demand by Administrator and/or Custodian, I will promptly reimburse Administrator and/or Custodian the outstanding balance of the Litigation Costs. If I fail to promptly reimburse the Litigation Costs, Administrator and/or Custodian shall have the full and unequivocal right to freeze my assets, liquidate my assets, and/or initiate legal action in order to obtain full reimbursement of the Litigation Costs. I also understand and agree that the Administrator and/or Custodian will not be responsible to take any action should there be and default with regard to this investment. I understand that no one at the Administrator and/or Custodian has authority to agree to anything different than my foregoing understandings of the Administrator's and/or Custodian's policy. For purposes of this paragraph, the terms Administrator and Custodian include MidAtlantic IRA, LLC, its agents, assigns, joint ventures, licensees, franchisees, affiliates and/or business partners.

In executing transfers, it is understood and agreed that I will not hold Custodian and/or Administrator liable or responsible for anything done or omitted in the administration, custody or investments of the account prior to the date they shall complete their respective acceptance as successor custodian and administrator and shall be in possession of all of the assets, nor shall they have any duty or responsibility to inquire into or take any action with respect to any acts performed by the prior Custodian, or Administrator.

If any provision of the Application is found to be illegal, invalid, void or

unenforceable, such provisions shall be severed and such illegality or invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

#### Important Information of Opening a New Account

To comply with the USA PATRIOT ACT, we have adopted a Customer Identification Program. All new accounts must provide a copy of an unexpired, photo-bearing, government-issued identification (e.g., driver license or passport). The copy must be readable so we can verify the client's name, driver's license number or state issued ID number. If a copy of a valid drivers license or an unexpired state issued ID card cannot be obtained, we will contact the client by telephone to verify their name, address, date of birth, and social security number.

#### Our Privacy Policy

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

#### Information We May Collect

We collect non-public personal information about you from the following sources to conduct business with you:

Information we receive from you on applications or other forms;

Information about your transactions with us, or others;

Non-public personal information is non-public information about you that we may obtain in connection with providing financial products or services to you. This could include information you give us from account applications, account balances, and account history.

#### Information We May Share

We do not sell or disclose any non-public information about you to anyone, except as permitted by law or as specifically authorized by you. We do not share non-public personal information with our affiliates or other providers without prior approval by you. Federal law allows us to share information with providers that process and service your accounts. All providers of services in connection with the custodian and administrator have agreed to the custodian and administrator's confidentiality and security policies. 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.

#### Confidentiality and Security

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

I acknowledge receipt of the signed Fee Disclosure and receipt of the Account Agreement and Disclosure Statement and agree to abide by their terms as currently in effect or as they may be amended from time to time.

I understand that failure to submit a signed Fee Disclosure will result in fees "based on value of assets" (See "Fee Disclosures").

I declare that I have examined this document, including accompanying information, and to the best of my knowledge and belief, it is true, correct, and complete. I acknowledge I have read the fee disclosure, the account agreement and account disclosure statement and agree to abide by their terms as currently in effect of as they may be amended from time to time. If you would like to give permission to another individual to access your account information (such as your spouse or other individual), you will need to complete the Limited Power of Attorney form or Interested Party Designation form.

PLEASE PRINT, SIGN AND MAIL THIS FORM TO MIDATLANTIC IRA, LLC. DO NOT EMAIL THIS FORM AS IT CONTAINS SENSITIVE FINANCIAL INFORMATION.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_