

PRIVACY NOTICE:

We believe that each customer relationship at IRA Plus Southwest, LLC is built on trust. We are committed to guarding that relationship with great care, beginning with the information you share with us. The following privacy policy explains how we use and protect the information about our customers. We ask that you read it carefully.

INFORMATION WE COLLECT:

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates, or others; and
- Information we receive from a consumer reporting agency.

INFORMATION THAT WE DISCLOSE:

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

CONFIDENTIALITY AND SECURITY:

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

USA PATRIOT Act:

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, we will ask your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Below are some definitions that you might find helpful in setting up your account.

- A. **TRANSFER:** Describes the movement of assets directly between IRA Custodians/Trustees **without distribution to the Accountholder**, resulting in no tax forms being generated by the current Custodian/Trustee or by the receiving Custodian/Trustee. In a transfer, checks from the current Custodian/Trustee will be made payable to the new Custodian/Trustee.
- B. **ROLLOVER:** Describes a cash and/or asset contribution to an IRA by an individual within sixty (60) days of receiving an eligible rollover distribution. **To make a rollover, the individual must have received an eligible distribution made payable to him or her.** The individual may roll over all or any part of the actual amount received and, if the distribution was from an employer sponsored retirement plan or 403(a) or (b) annuity (thus subject to the 20% federal income tax withholding), he/she may roll over up to 100% of the distribution by making up the 20% difference that was previously withheld.
- C. **DIRECT ROLLOVER:** Describes a movement of cash and/or assets that takes place directly between the Custodian/Trustee of an employer sponsored retirement plan (such as profit sharing, money purchase, defined benefit, etc.), or the administrator of a 403(a) or (b) annuity, and the Custodian/Trustee of an IRA. By directly rolling an eligible rollover distribution to this IRA (as opposed to receiving an outright distribution as described above under "Rollover"), the individual can avoid the mandatory 20% federal income tax withholding imposed on such distributions.
- D. **INHERITED IRA (BENEFICIARY IRA/BENEFICIAL IRA):** An Inherited IRA is an IRA that has been inherited by the beneficiary after the death of the original Account Owner. This type of IRA is also referred to as an **Beneficiary IRA** or a **Beneficial IRA**. Since any type of IRA, whether Traditional or Roth, provides for the designation of a beneficiary, an Inherited IRA will also be a Traditional or Roth. Knowing whether the original account was a Traditional IRA or a Roth IRA is important because distributions from Traditional and Roth IRAs are taxed differently. (The original IRA could also have been a Simple IRA. The taxation rules regarding distributions from Simple IRAs generally follow the rules for Traditional IRAs. However, a special rule applies to distributions from a Simple IRA during the participant's first two years in the plan.) We require additional documentation and review before an Inherited IRA may be established or transferred. Generally, as indicated on the Account Application, we require decedent's name and date of death, as well as a copy of the death certificate.

There are four different types of Inherited IRAs:

1. **NON-SPOUSE BENEFICIARY:** This is an IRA inherited by a non-spouse beneficiary who is transferring to an account in the name of the deceased for benefit of the named beneficiary. The beneficiary must take distributions from the account to satisfy the required minimum distribution (RMD) rules. The beneficiary cannot make additional contributions or rollovers to the IRA.
2. **SPOUSE BENEFICIARY:** This is an IRA inherited by the surviving spouse beneficiary who is transferring to an account in the name of the deceased for benefit of the spouse beneficiary. The surviving spouse must start receiving required minimum distributions (RMDs). The first RMD would be for the year that the deceased account holder would have reached age 70 ½. The spouse beneficiary could also assume the IRA as his/her own. See Spousal Assumption below.
3. **SPOUSAL ASSUMPTIONS:** The designated spouse beneficiary of the account holder may elect to transfer or assume the spouse's IRA account as his or her own IRA. The regular IRA rules will apply as if the funds were originally contributed on behalf of the spouse. If the surviving spouse does not already have an account with IRA Plus Southwest, LLC he or she will need to complete an Account Application and return it to us.
4. **NON-SPOUSE BENEFICIARY DIRECT ROLLOVER:** This type of account first became available in 2007 as a result of the Pension Protection Act passed in 2006. This involves the movement of cash and/or assets directly between the Custodian/Trustee of an employer sponsored retirement plan (such as profit sharing, money purchase, defined benefit, etc.) or the administrator of a 403(a) or (b) annuity and the trustee of a Traditional Inherited IRA. The IRA account must be established in the name of the deceased plan participant for the benefit of the non-spouse beneficiary. Distributions from this account are determined according to the timing of the rollover in relation to the date of death of the plan participant. Required distributions for the year of the transaction may not be rolled over to the Inherited IRA account.

Account Number:

(IRA Plus Southwest, LLC will provide)

A

BASIC ACCOUNT OWNER INFORMATION

Legal Name: _____ Soc. Sec. Number: _____

Legal Residence*: _____ Date of Birth: _____

City, State, Zip: _____ Home Phone: _____

*If this address is different than the one on your ID, you must provide explanation of the discrepancy.

Mailing Address: (if different) _____ Daytime Phone: _____

City, State, Zip: _____ Cell Phone: _____

Driver's Lic. #: _____ State: _____ Exp: _____ Occupation: _____

Online Account Access: Check this box if you would like online access activated for your account. ***You must provide a valid email address.*** Email: _____

B

DESIGNATION OF ACCOUNT TYPE

Traditional IRA
 Roth IRA
 SEP IRA
 Simple IRA
 Employer Name: _____

Is this also an Inherited IRA? Yes No **(If yes, please include a copy of a death certificate)**

Decedent's Name: _____ Date of Death: _____

C

INITIAL FUNDING

(See Definitions Page)

Transfer from an IRA Estimated Amount: \$ _____
 (Complete an Account Transfer Request)

Rollover from a Qualified Plan Estimated Amount: \$ _____
 (Contact current custodian / trustee for required paperwork and complete a Direct Rollover Request)

Check Included
 (Complete a Contribution Designation form. * **check cannot be deposited without this** *)

D

THIRD PARTY AUTHORIZATION

I hereby delegate to the authorized person named below the authority to have online access to view my account. I also authorize IRA Plus Southwest to disclose information regarding my account to this person.

Name of Representative: _____ Phone Number: _____

Address: _____ FAX Number: _____

City: _____ State: _____ Zip: _____ Email Address: _____

E**BENEFICIARY DESIGNATION**

Only if there are no surviving primary beneficiaries when you die will contingent beneficiaries receive the account funds.

PRIMARY BENEFICIARY	Name: _____ SSN: _____ Date of Birth: ___/___/___ Share: _____% Relationship: _____
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PRIMARY BENEFICIARY	Name: _____ SSN: _____ Date of Birth: ___/___/___ Share: _____% Relationship: _____
CONTINGENT BENEFICIARY	Name: _____ SSN: _____ Date of Birth: ___/___/___ Share: _____% Relationship: _____
CONTINGENT BENEFICIARY	Name: _____ SSN: _____ Date of Birth: ___/___/___ Share: _____% Relationship: _____
CONTINGENT BENEFICIARY	Name: _____ SSN: _____ Date of Birth: ___/___/___ Share: _____% Relationship: _____
CONTINGENT BENEFICIARY	Name: _____ SSN: _____ Date of Birth: ___/___/___ Share: _____% Relationship: _____

F**SPOUSAL CONSENT**

Spousal consent may be required only if your spouse has not been named the sole primary beneficiary and you or your spouse is a resident of a community or marital property state. The state laws in which the custodian resides, the transaction occurs or the trust is held should also be consulted regarding the spousal consent requirement.

I am the spouse of the Account Owner named above, I agree to my spouse's naming of a Primary Beneficiary other than myself, and I acknowledge that I shall have no claim whatsoever against IRA Plus Southwest, LLC or the Custodian for any payment to my spouse's beneficiary (ies).

Spouse's Printed Name: _____

Spouse's Signature: **X** _____ Date: **X** _____



ACCOUNT OWNER ACKNOWLEDGEMENTS, REPRESENTATIONS AND SIGNATURE

I, the above named Account Owner, appoint Third Coast Bank, SSB as Custodian of my IRA and hereby agree, acknowledge and represent the following:

A. I acknowledge and agree to all of the provisions, and specifically the investment provisions, of the Form 5305 (Custodial Agreement) that is hereby incorporated by reference into this section of this Account Application.

B. I agree and acknowledge that neither the Custodian nor IRA Plus Southwest, LLC is a fiduciary with regard to my IRA.

C. I further agree and acknowledge that I have the sole responsibility for the investment of my IRA assets with the Custodian and that the Custodian and IRA Plus Southwest, LLC shall have NO LIABILITY for any losses, expenses, damages (of any kind), costs, including court costs and attorney fees, or taxes, including tax resulting from prohibited transactions or disqualification of my IRA resulting from transactions executed by IRA Plus Southwest, LLC and/or Custodian and authorized by me or my power of attorney.

D. I agree and acknowledge that the Custodian and IRA Plus Southwest, LLC have not provided and do not provide any investment management or investment, legal or tax advice and will not be responsible for any investment results (gain or loss) of any asset in my IRA.

E. I agree and represent that it is solely my responsibility to perform the due diligence with regard to any investment or investment sponsor, including but not limited to, obtaining and reading any applicable prospectus, private placement memorandum, offering circular or similar document prior to authorizing the Custodian and/or IRA Plus Southwest, LLC to make any investment on behalf of my IRA.

F. I agree and acknowledge that neither the Custodian nor Plus Southwest, LLC has a duty to review or evaluate any investment or any sponsor of any investment. I further agree and acknowledge that neither the Custodian nor Plus Southwest, LLC will review or evaluate any investment or any sponsor of any investment.

G. I agree to defend and indemnify the Custodian and IRA Plus Southwest, LLC and to hold them harmless from and against **all losses, expenses, damages (of any kind), costs, including court costs and attorney fees, or taxes, including tax resulting from prohibited transactions or disqualification of my IRA** resulting from transactions executed by the Custodian and/or IRA Plus Southwest, LLC and authorized by me, my power of attorney or other authorized representative in connection with any investment which I hold in my account.

H. I acknowledge and represent that it is solely my responsibility to understand and comply with the eligibility requirements for establishing an IRA, making rollover contributions or transfers and for making all of the investments that are held my IRA or that will be made in the future.

I. I agree and acknowledge that the Custodian and IRA Plus Southwest, LLC have no responsibility for tax consequences due to additions to or distributions from my IRA.

J. I acknowledge and represent that I have received and read the Individual Retirement Account Custodial Agreement, the accompanying Disclosure Statement, and the accompanying Fee Agreement and I understand, acknowledge, and agree to be bound by the terms and conditions in each document.

K. I acknowledge and agree that it is solely my responsibility to comply with the provisions of Internal Revenue Section 4975 "Tax on Prohibited Transactions" and that it may be necessary for me to obtain competent legal counsel in addition to having personal understanding of the provisions. I agree to notify the Custodian if a prohibited transaction occurs with regard to my IRA.

L. I agree and acknowledge that (1) I am solely responsible for providing the Custodian with the Fair Market Value of the assets held in my IRA and for the accuracy of the Fair Market Value; (2) the Custodian is in no way responsible for the accuracy of the Fair Market Value reported to me or the IRS; (3) the fact that the Custodian reports the FMV (provided to the Custodian by me or by a third party authorized by me to provide the FMV to the Custodian) to me, the IRS, or other party shall in no way imply or be interpreted to mean that the Custodian has independently determined the FMV being reported or that the Custodian is guaranteeing the FMV or that the asset can be sold for the FMV being reported; (4) the Custodian has no responsibility for the tax consequences of any taxable event based on the FMV of any asset held in the Account, including but not limited to required minimum distributions, normal or early distributions or Roth Conversions.

M. I represent, agree and acknowledge that I understand the requirements of Internal Revenue Code Section 401(a)(9) Required Minimum Distributions with respect to my IRA account including the severe penalties (50% excise tax) for not making timely Required Minimum Distributions. I further agree and acknowledge that I am solely responsible for determining the amount and requesting distribution of any Required Minimum Distributions.

N. I agree and acknowledge that I am solely responsible for determining whether any Unrelated Business Taxable Income is generated by any investment in my IRA and for the proper filing of Form 990-T and payment of any required tax and that the tax must be paid by my IRA and not by me.

O. I acknowledge and agree that, except to the extent that it is governed by or subject to the Internal Revenue Code and Regulations or other federal law, this agreement shall be governed by the laws of the State of Texas.

M. Under penalty of perjury, I declare and certify that this form, except for the information provided in the completion of the form, is identical, word for word, to the form provided by IRA Plus Southwest, LLC ("IPS"), via its website or by any other means, and has not been altered in any manner whatsoever by me or, to my knowledge, by any third party. In the event that this form has been modified, with or without my knowledge, I agree that any such modification shall be null and void and that the language of the form as it was provided by IPS shall override any conflicting language.

Please attach a legible copy of your unexpired Driver's License, Passport, or other Government issued photo ID

Signature: **X** _____ Date: **X** _____