

# **COVERDELL EDUCATION SAVINGS**

## **Account Application**

oerations@horizontrus 68, Newark NJ 07101			Agent Pays Fees
Coverdell ESA			
FICIARY			
ing established.			
M.I.:	Last Name:		Suffix:
Apt/Unit/Ste:	City:	State:	Zip:
Apt/Unit/Ste:	City:	State:	Zip:
Date of Birth: (MM/L	DD/YYYY) Account N	umber:	
M.I.:	Last Name:		Suffix:
Apt/Unit/Ste:	City:	State:	Zip:
Apt/Unit/Ste:	City:	State:	Zip:
	Date of Birth: (MM/DD/YY	YYY)	
Type:	Alt Phone:		Type:
	Coverdell ESA  FICIARY Ing established.  Apt/Unit/Ste:  Apt/Unit/Ste:  M.I.:  Apt/Unit/Ste:  Apt/Unit/Ste:	Coverdell ESA  FICIARY Ing established.  M.I.: Last Name:  Apt/Unit/Ste: City:  Date of Birth: (MM/DD/YYYY)  Apt/Unit/Ste: City:  Apt/Unit/Ste: City:  Date of Birth: (MM/DD/YYYY)  Apt/Unit/Ste: City:  Date of Birth: City:	Coverdell ESA  FICIARY  Ing established.  M.I.: Last Name:  Apt/Unit/Ste: City: State:  Date of Birth: (MM/DD/YYYY)  Account Number:  M.I.: Last Name:  Apt/Unit/Ste: City: State:  Date of Birth: (MM/DD/YYYY)  Apt/Unit/Ste: City: State:  Date of Birth: (MM/DD/YYYY)  Apt/Unit/Ste: City: State:

## PART 3. RESPONSIBLE INDIVIDUAL

The Individual responsible for managing	this account					
Title: First Name:		M.I.:	Last Name:			Suffix:
Legal Address:	Apt/Unit/St	te:	City:	State:	Zip:	
Mailing Address: (If different than above)	Apt/Unit/St	te:	City:	State:	Zip:	
Social Security Number: (###-####)			Date of Birth: (MM/DD/YYYY)			
Primary Phone:	Type:		Alt Phone:		Туре:	
Relationship to Designated Beneficiary:		E	mail Address:			
Elections						
Select an answer to each of the following	g questions. If	f a box is	not checked for a question, "No	" will apply		
Will the responsible individual continued custodial account after the designated I law and until such time as all assets have the custodial account terminates? (See A	oeneficiary atta e been distribu	ains the a Ited from	ge of majority under state the custodial account and		No 🔘	Yes
If the responsible individual becomes increaches the age of majority under state labeneficiary						
May the responsible individual change the another member of the designated benefin accordance with the custodian's process.	ficiary's family				No 🔘	Yes

### PART 4. SUCCESSOR RESPONSIBLE INDIVIDUAL In the event of the death or legal incapacity of the responsible individual while the designated beneficiary is a minor under state law, the individual named below is designated as the successor responsible individual No successor responsible individual will be named at this time. The responsible individual may designate a successor responsible individual at a later date. Title: First Name: Last Name: Suffix: M.I.: Legal Address: Apt/Unit/Ste: City: State: Zip: Mailing Address: (If different than above) Apt/Unit/Ste: City: State: Zip: Social Security Number: (###-####) Date of Birth: (MM/DD/YYYY) Primary Phone: Alt Phone: Type: Type: Relationship to Designated Beneficiary: Email Address: PART 5. ACCOUNT SETUP INFORMATION I have reviewed the HTC Fee Schedule. **Fee Payment Options** 1. Choose a method of payment for Account Setup Fees: 2. Choose a method of payment for subsequent Annual and Transactional Fees **Deduct from Account** Check Enclosed **Deduct from Account**

All accounts require a credit card on file as a secondary payment option to establish a new account. The credit card on file will not be charged unless indicated as the choice payment option or if the account does not have enough available cash for incurred fees.

Charge Credit Card

(Complete Credit Card Payment Method Section)

### **Account Personal Identification Number**

(Complete Credit Card Payment Method Section)

Charge Credit Card

Please enter a 4-Digit PIN:

The undersigned agrees to be bound by the terms and conditions of this PIN request form and the Horizon Trust Company Self-Direct Account Agreement. The undersigned agrees to keep the requested PIN confidential.

## **Credit Card Payment Method**

I have read and understand the Self-Directed IRA Account Agreement regarding the credit card charge(s) and I authorize the credit card payment by Horizon Trust Company for fees to establish and/or maintain this IRA. Not limited to, but including Activation Fee, Annual Fee, and any special service fee or transactional fees to keep my account in good standing.

Select a Credit Card Type:			Cardholder Name:		
○ Visa ○ Mastercard ○ A	American Express	Discover			
Card Number:			Expiration Date: (MM	/YY)	Security Code:
Billing Address:	Apt/Unit/Ste:	City:		State:	Zip:
PART 5. ACCOUNT FUNDIN  Please select all that apply. (Horizon Trus			et transfer/rollovers prior to	accepting a	essets.)
Funding Type					
One-Time Contribution (From Self of	or Spousal Contribution)	Tax Year:	Aı	mount:	
Monthly Contributions (From Self or S	pousal Contribution; Current Tax	Year Only)	Monthly A	mount:	
Transfer (Direct movement of assets fr	om a Coverdell ESA into this C	Coverdell ESA)	Aı	nount:	
Rollover (Distribution from a Coverdell I			1A	mount:	

## **Funding & Check Titling**

Because your account is considered to be the legal owner of your investments, all assets and documents must reflect this ownership. Failure to title assets correctly may cause delays and/or tax consequences. The correct titling should be as follows:

"Horizon Trust FBO: (Your Name) (Account Type)"

Example: Horizon Trust FBO: Jane Doe Roth IRA

### PART 6. SIGNATURES

#### Important: Please read before signing.

The depositor and responsible individual have received a copy of the Coverdell ESA Application, the 5305-EA Coverdell ESA Custodial Account Agreement, and the Disclosure Statement. The depositor and responsible individual understand that the terms and conditions that apply to this Coverdell ESA are contained in this Application and the Coverdell ESA Custodial Account Agreement, and agree to be bound by those terms and conditions.

The depositor assumes responsibility for determining that he or she is eligible to make this contribution and that the contribution is within the limits set forth by the tax laws.

The responsible individual assumes responsibility for 1) Ensuring that all future contributions are within the limits set forth by the tax laws, 2) Certifying that he or she is qualified to assume the responsibilities of the responsible individual as set forth in the Coverdell ESA Custodial Account Agreement, and 3) Managing and administering the Coverdell ESA and authorizing transactions involving contributions (including rollover contributions) and distributions

Signature of Coverdell ESA Depositor	Print Name:	Date: (MM/DD/YYYY)
Circulation (NAT)	D. A. M	D. L. G. H. G. B.
Signature of Witness	Print Name:	Date: (MM/DD/YYYY)
Signature of Coverdell ESA Responsible Individual	Print Name:	Date: (MM/DD/YYYY)
Signature of Custodian	Print Name:	Date: (MM/DD/YYYY)

#### PART 7. IRA CUSTODIAN INFORMATION

Horizon Trust Correspondence PO BOX 27068 Newark NJ 07101 **Phone**: (888) 205 - 6036 **Fax**: (505) 212 - 0494

Email: operations@horizontrust.com
Website: www.horizontrust.com





O Horizon Trust Correspondence, PO BOX 27068, Newark NJ 07101

### PART 1. BENEFICIARY DESIGNATION

I direct that upon my death, the assets in this account be distributed to the beneficiaries listed below. If any beneficiary dies before metheir interest will be fully forfeited, and the shares of the remaining beneficiaries will be adjusted proportionally. If no beneficiaries are named, my estate will become the beneficiary. The total percentage allocated to beneficiaries must equal 100%. According to Treasury Regulation 1.401(a)(9), an eligible trust may qualify as a beneficiary if it is either irrevocable or becomes irrevocable upon death. If a revocable trust is designated as a primary or contingent beneficiary, the account owner is responsible for ensuring it complies with IRA requirements.

I elect not to designate beneficiaries  Beneficiary 1. Primary - Indiv	at this time and understand that I may desi	gnate beneficiaries ngent - Individual	at a later date.  Contingent - Trust
Trust Name:			<u> </u>
Title: First Name:	M.I.: Last Name:	Suffix:	Share %:
Address:	Apt/Unit/Ste: City:	State:	Zip:
SSN or EIN:	Date of Birth: (MM/DD/YYYY)	Relationship:	
Beneficiary 2. Primary - Indiv	idual Primary - Trust Conti	ngent - Individual	Contingent - Trust
Title: First Name:	M.I.: Last Name:	Suffix:	Share %:
Address:	Apt/Unit/Ste: City:	State:	Zip:
SSN or EIN:	Date of Birth: (MM/DD/YYYY)	Relationship:	

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rust Name:					
Title: First Name:	M.I.: Last Na	ıme:		Suffix:	Share %:
Address:	Apt/Unit/Ste:	City:		State:	Zip:
SSN or EIN:	Date of Birth: (MM/	DD/YYYY)	Relationsl	nip:	
rust Name:	rimary - Individual Primary	- Trust	Contingent - Indi	ividual (	Contingen
Title: First Name:	M.I.: Last Na	ıme:		Suffix:	Share %:
Address:	Apt/Unit/Ste:	City:		State:	Zip:
SSN or EIN:	Date of Birth: (MM/	DD/YYYY)	Relationsl	nip:	
Beneficiary 5. Op	rimary - Individual Primary	- Trust	Contingent - Indi	ividual (	Contingen
Trust Name:  Title: First Name:	M.I.: Last Na	ıme:		Suffix:	Share %:
	M.I.: Last Na Apt/Unit/Ste:	City:		Suffix: State:	Share %: Zip:

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### PART 2. SPOUSAL CONSENT

Spousal consent should be considered if either the trust or the residence of the IRA owner is located in a community or marital property state. (Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, Wisconsin)

Current	Marita	Status
Oult	IVIGILLA	otutus

	ii Not Mairied	Tunderstand that it i become married in the ruture, i should review the requirements for spousar consent.
O I An	n Married	I understand that if I choose to designate a primary beneficiary other than, or in addition to, my spouse, my spouse must sign below to provide consent

LAM Not Marriad Dunderstand that if Lincoma marriad in the future Lehauld review the requirements for enqueal concept

### **Consent of Spouse**

I am the spouse of the above-named IRA owner. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. Because of the important tax consequences of giving up my interest in this IRA, I have been advised to see a tax professional.

I hereby give the IRA owner my interest in the assets or property deposited in this IRA and consent to the Beneficiary Designation indicated above. I assume full responsibility for any adverse consequences that may result.

Signature of Spouse:	Spouse Name: (Print or Type)	Date: (MM/DD/YYYY)

### PART 3. ACCOUNT OWNER AUTHORIZATION

#### Important: Please read before signing.

I understand the eligibility requirements for the type of IRA deposit I am making, and I state that I do qualify to make the deposit. I have received a copy of the IRA Application, Self-Directed Account Agreement, the 5305-A Custodial Account Agreement, the Financial Disclosure, and the Disclosure Statement. I understand that the terms and conditions that apply to this IRA are contained in this Application and the Custodial Account Agreement. I agree to be bound by those terms and conditions. Within seven (7) days from the date I open this IRA, I may revoke it without penalty by mailing or delivering a written notice to the custodian.

I assume complete responsibility for 1) Determining that I am eligible for an IRA each year I make a contribution, 2) Ensuring that all contributions I make are within the limits set forth by the tax laws, and 3) The tax consequences of any contributions (including rollover contributions) and distributions.

Signature of IRA Owner:	IRA Owner Name: (Print or Type)	Date: (MM/DD/YYYY)

#### PART 4. IRA CUSTODIAN INFORMATION

Horizon Trust Correspondence PO BOX 27068 Newark NJ 07101 Phone: (888) 205 - 6036Email: operations@horizontrust.comFax: (505) 212 - 0494Website: www.horizontrust.com

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## ANNUAL FEE SCHEDULE

## **Specialty Accounts**

O Horizon Trust Correspondence, PO BOX 27068, Newark NJ 07101

Service Fees			
Setup Fee and Year 1 Annual Fee		\$250	
Annually After Year 1 <sup>1</sup>		\$395	
TRANSACTIONAL FEES			
Wire	Free	Additional Rollover/Transfer In	Free
Check		Paper Statements	
СН	Free	Document Handling	Free
Cashiers Check	Free	Recurring Bill Pay	Free
Distribution	Free	Account "Research"	Free
1edallion Stamp	Free	Partial Transfer Out	Free
•		Partial Transfer Out	
SERVICES & OPTIONAL FE	Free		Free
SERVICES & OPTIONAL FE  Express Account Open <sup>2</sup> (Recommended)	Free  ES\$50	Matured Note	Free \$30 each
SERVICES & OPTIONAL FE  Express Account Open <sup>2</sup> (Recommended)	Free  ES\$50\$30	Stop Payment	Free \$30 each
Medallion Stamp  Asset Purchase  SERVICES & OPTIONAL FE  Express Account Open <sup>2</sup> (Recommended)  ACH Declined/NSF Fee	Free  ES\$50	Matured Note	Free \$30 ea
SERVICES & OPTIONAL FE  Express Account Open <sup>2</sup> (Recommended)  ACH Declined/NSF Fee  Overnight Mail Fee	Free \$50 \$30 \$50	Stop Payment	
SERVICES & OPTIONAL FE  Express Account Open <sup>2</sup> (Recommended)	Free \$50 \$50 \$50 \$50 \$50 \$50 \$500 \$footice. Renewal fees are If Horizon Trust accounts ared fee payment method it	Stop Payment	\$30 each \$30 each \$30 each \$25 per 30 day syrress Account Open is same day ayment option. The credit card on file

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### CLIENT RESPONSIBILITY FORM

### Self-Directed Disclosure & Acknowledgment

① (888) 205 - 6036 ☐ (505) 212 - 0494 ☐ operations@horizontrust.com ② Horizon Trust Correspondence, PO BOX 27068, Newark NJ 07101

Important: This form contains important disclosures about your duties and responsibilities with regard to opening a Self-Directed Individual Retirement Account with Horizon Trust Company. as your custodian. You are responsible for the investment of all assets within your account. These investments may involve a high-degree of risk. Horizon Trust Company will make no investigation or conduct due diligence reviews as to the viability or safety of the investments that you select. You should seek the advice of legal counsel and other professional advisors with respect to your investments. Read this entire form carefully before you complete and sign it. By signing this form you consent to all terms and provisions shown on all pages.

#### PART 1. ACCOUNT OWNER INFORMATION

Title: F	First Name:	N	M.I.:	Last Nam	e:			Suffix:
Address:		Apt/Unit/St	e:	City:		State:	Zip:	
Social Secu	urity Number: (###-##-###)	Phone:			Email Address:			

#### PART 2. DISCLOSURE & ACKNOWLEDGMENT

By this document and a Traditional/Roth/SIMPLE/SEP/CESA/HSA/Individual 401K plan agreement, I am naming Horizon Trust Company custodian for my Self Directed Account. In directing this action, I hereby make the following certifications in accordance with my Horizon Trust Company custodial account agreement:

- 1. I understand the requirements put forth by the IRS to establish an Account and certify that I am eligible to establish a Traditional/Roth/SIMPLE/SEP/CESA/HSA/Individual 401K account. Furthermore, I understand that it is not the responsibility of Horizon Trust Company to advise me as to the deductibility or non-deductibility of any contributions to my account. The reporting of my contributions and how they are handled are completely up to me.
- 2. I understand that my Account is self-directed. This means that I am responsible for the selection, management, and retention of all investments held within my Account. I understand that Horizon Trust Company is in no way responsible for providing investment advice or recommendations, and that Horizon Trust Company is not a "fiduciary" for my Account as such term is defined in the Internal Revenue Code ("IRC"), ERISA, Financial Institutions Division of the State of New Mexico, Blacks Legal Dictionary or any other applicable federal, state or local laws.
- 3. I understand that it is my sole responsibility to manage the investment held within my Account, and that Horizon Trust Company has no responsibility to question any investment directions given by me or my Designated Representative, (if I have appointed one), regardless of the nature of the investment. I understand that Horizon Trust Company is in no way responsible for monitoring the performance of the investment held within my Account. I understand that Horizon Trust Company will not conduct a due diligence review of any investment, nor will Horizon Trust Company make any investigations with regard to any investment, any issuer or sponsor of any investment, or any officer, director, or other person or entity involved or affiliated with my investments. I understand that Horizon Trust Company will not review the prudence, viability or merits of any of my investments.

- 4. I understand that, if my Designated Representative or any other financial representative suggested that I retain Horizon Trust Company's services as custodian for investments made through my Account, such person is not in any way an agent, employee, representative, or affiliate of Horizon Trust Company. I acknowledge that Horizon Trust Company is not responsible for and is not bound by any representations, warranties, statements or agreements made by my Designated Representative or any financial representative beyond the terms and provisions contained in my Horizon Trust Company Custodial Account Agreement and other Horizon Trust Company forms and/or documents. I further understand that Horizon Trust Company has not made and will not make any recommendation or investigation with respect to my Designated Representative or any financial representative, nor does Horizon Trust Company compensate my Designated Representative or financial representative in any manner.
- 5. I understand that Horizon Trust Company does not make any determination as to whether an investment is acceptable under ERISA, the IRC, or any other applicable federal, state or local laws, including securities laws. I acknowledge that it is my responsibility to review any investments to ensure compliance with the above requirements and to avoid the occurrence of any prohibited transactions in my Account arising out of my investments. I understand that I should have all investments reviewed by my attorney and/or tax advisor prior to directing Horizon Trust Company to process any transaction on behalf of my account.
- 6. I understand that certain transactions are prohibited for tax-exempt retirement arrangements under IRC Section 4975. I further understand that the determination of whether the transactions directed by me within my account are prohibited transactions depends on the facts and circumstances that surround each transaction, and I understand that Horizon Trust Company makes no determination as to whether any transaction directed by me is a prohibited transaction. I understand that it is solely my responsibility to consult with advisors as I deem necessary and appropriate, and that I will warrant to Horizon Trust Company that the investments directed by me are not prohibited transactions as defined in IRC Section 4975. I understand that I may not invest with a "disqualified person" as defined in IRC Section 4975 or a "party in interest" as defined in IRC Section 4975. I understand that should my Account engage in a prohibited transaction, a taxable distribution equal to the fair market value on my Account will result and certain penalties may be incurred. I further understand that if such a deemed distribution takes place prior to my attaining 591/2, an additional premature distribution excise tax may be imposed.
- 7. I understand that I cannot make investments without having the liquid funds in my Account. In addition, if any investment contains provisions for future contractual payments or assessments, including margin calls, I acknowledge that such payments or assessments shall be borne solely by my Account to the extent such payment is authorized by me or my Designated Representative, and may reduce or exhaust the value of my Account. I further agree to indemnify Horizon Trust Company for any and all payments or assessments which may result from holding the investment within my Account, and I understand that Horizon Trust Company shall be under no obligation whatsoever to extend credit to my Account or otherwise disburse payment beyond the cash balance of my Account for any payment or assessment related to the investment.
- 8. I understand that if the investment contains any administrative requirements or duties beyond Horizon Trust Company's normal and customary services, then I agree to seek out suitable agents or counsel necessary to perform such duties and deliver written service agreements acceptable to Horizon Trust Company for execution on behalf of my account.
- I understand that Horizon Trust Company has no responsibility or duty to notify me or to forward to me any notices, proxies, assessments or other documents received by Horizon Trust Company on behalf of my investments, unless I, or my Designated Representative, request each such document in writing.
- 10. I agree to furnish payment instructions to Horizon Trust Company regarding any invoice, assessment, fee or any other disbursement notification received by Horizon Trust Company on behalf of my investments, and I understand that Horizon Trust Company has no duty or responsibility to disburse any payment until such instructions are received from me, or my Designated Representative.
- 11. If I direct Horizon Trust Company to purchase a debt instrument as an investment, I agree to enter into an escrow servicing agreement with a third-party Agent on a form acceptable to Horizon Trust Company or to be my own agent in order to administer the terms of the note on behalf of my account. I understand that should I choose a third-party Agent it is still my responsibility to monitor the timeliness of payments and collection of payments. If I elect to renew or re-negotiate the terms of my instrument, I agree to notify the third-party agent and Horizon Trust Company as custodian of my account.
- 12. If any of the investments I purchase for my account are limited partnerships or limited liability companies, I understand that such investments may generate Unrelated Business Taxable Income, or "UBTI". I further understand that, if the UBTI attributable to my Account exceeds \$1,000 for any taxable year, an IRS Form 990-T tax form must be filed along with the appropriate amount of tax, payable from the assets of my account. I understand that Horizon Trust Company does not monitor the amount of UBTI in my Account and does not prepare Form 990-T. If the tax is applicable, I agree to prepare, or cause to have prepared, the proper 990-T tax form and forward it to Horizon Trust Company, along with authorization to pay the tax from my Account. If I am required to File IRS Form 990-T with regard to any UBTI, I understand that I must utilize an Employer Identification Number ("EIN"). I will not use Horizon Trust Company's EIN or my own social security number. I understand that I must apply for my own EIN prior to or in conjunction with requesting Horizon Trust Company to pay any taxes I may owe with regard to any UBTI that might be incurred.

- 13. I understand that Horizon Trust Company has no duty or responsibility to monitor the performance of my Investments or actions of the sponsor, nor to monitor the sufficiency or adequacy of my actions or duties or those of my heirs, successors, agents or assigns, and Horizon Trust Company will not be required to monitor the acts of any paid consultant to whom Horizon Trust Company may have contractually delegated any duties or responsibilities pursuant to my directions or the directions of my Designated Representative.
- 14. I understand that Horizon Trust Company must have an annual market value or good faith estimate (via an independent appraisal) of the value for all investments in my account and that it is my responsibility to provide such market value or good faith estimate. I further understand and acknowledge that if Horizon Trust Company has not been provided with an annual market value or good faith estimate, Horizon Trust may distribute that Investment in-kind to me at either the original acquisition cost or the last known value. I understand I must provide a legal claim to Horizon Trust Company for any error or problem with their account transactions or value within 60 days of Horizon Trust Company making my statement available to me.
- 15. I agree to be responsible for any and all collection actions, including contracting with a collection agency or instituting legal action, and bringing any other suits or actions which may become necessary to protect the rights of my Account as a result of the operation or administration of my investments. I understand that any legal filings made on behalf of my investments are to be made in the name of "Horizon Trust Company Custodian for the Self-Directed IRA of (my Name)." I agree that I shall not institute legal action on behalf of my investments without Horizon Trust Company's written consent to litigate and that I shall prosecute any legal action at my own expense, including payment of attorney's fees and court costs. I agree that any such legal action will be carried out in a manner that does not cause Horizon Trust Company to incur any costs or legal exposure. I hereby agree to indemnify Horizon Trust Company for any loss, cost or expense, including attorney's fees that it may incur in any collection activity or legal proceeding.
- 16. I understand that should I choose to invest in precious metals it is my responsibility to perform adequate due diligence on the broker I choose to invest with and that the investment I make is an acceptable investment according to IRC 4975. Precious metal accounts are subject to additional fees due to storage costs. I understand the Precious Metals value listed in my account will reflect the spot value of the metal and may not reflect the same original purchase price.
- 17. I agree not to dispute any credit card charges or withdrawals made by Horizon Trust for the fees owed and agreed upon. I understand that Horizon Trust Company reserves the right to liquidate any and/or all investments in my account in order to satisfy any outstanding fees owed to Horizon and that Horizon may also at their discretion distribute my account to me due to non-payment of fees. The account will be distributed at the FMV as reflected on my latest Horizon account statement and I may have a tax liability because of this distribution, however, I agree to hold Horizon Trust Company harmless of said liability.
- 18. I understand that all investments held within my Account are not guaranteed by Horizon Trust Company and that my investments may lose value. I understand Horizon Trust company has no duty nor any discretion to question the instructions provided.

### PART 3. PROHIBITED TRANSACTIONS SUMMARY

Below is a summary of the Internal Revenue Code Section 4975 and IRS publication 590 regarding IRA prohibited transactions and disqualified persons. This is a summary and not a comprehensive reproduction of both the Code and the publication. Before making an IRA investment, you should consult a tax professional to be certain you are not entering into a prohibited transaction which could disqualify your entire IRA.

General Statement: A prohibited transaction is any improper use of your IRA by you, your beneficiary, or any disqualified person.

Section 4975 (c) prohibited transactions include but are not limited to any direct or indirect:

- a. sale or exchange, or leasing, of any property between a plan and a disqualified person;
- b. lending of money or other extension of credit between a plan and a disqualified person;
- c. furnishing of goods, services, or facilities between a plan and a disqualified person;
- d. transfer to, or use by or for the benefit of, a disqualified person of the income or assets of a plan.

Disqualified person: your fiduciary, any members of your family including spouse, ancestor, lineal descendant, and any spouse of a lineal descendant.

Remember that your Horizon Trust Company IRA is fully self-directed. **You are responsible for the selection, management, and retention time of your investment**. Horizon Trust Company will accept a direction of investment from you for any asset not specifically prohibited by the IRS. If you have any questions regarding any transaction in your Account, seek help from a tax professional before instructing Horizon Trust Company.

### PART 4. ARBITRATION AGREEMENT

Depositor agrees to waive any right to participate in a class action lawsuit against Horizon Trust Company and will resolve any disputes with the company on an individual basis only, through binding arbitration. Depositor agrees this contract between depositor and Horizon Trust Company does not involve a consumer transaction. In the event a claim or dispute of any kind or nature arises between the Depositor and Custodian, including the scope of this arbitration clause, it shall be resolved by arbitration conducted in Albuquerque, New Mexico, as follows:

- a. either party may submit the matter to arbitration by serving a complaint on the other party that sets forth the nature of the claim. Service may be made by certified mail to the designee. The parties shall mutually select an arbitrator who shall be a retired judge or an attorney licensed to practice law in the state of New Mexico, and shall have not less than ten years of experience in servicing as arbitrator or judge in disputes or litigation concerning the subject matter of the dispute.
- b. the arbitrator shall conduct an evidentiary hearing and issue a final award within 180 days of his or her appointment. The arbitrator shall be bound to follow and apply the substantive law of the state of New Mexico, and the procedural and evidentiary rules of the state of New Mexico in effect at the time of any arbitration proceeding hereunder.
- c. the arbitrator shall award reasonable attorney's fees and costs of arbitration to the prevailing party.
- d. If the parties cannot agree upon the appointment of an arbitrator, either party may file a petition in the Second Judicial District Court to appoint an arbitrator.

#### PART 5. ACCOUNT OWNER AUTHORIZATION

I acknowledge that I have sole responsibility for directing the investments of my Account. I understand that Horizon Trust Company may perform administrative review on any of my investments to determine if the investments are feasible for Horizon Trust Company to maintain appropriate records as to each investment. I acknowledge, however, that Horizon Trust Company will not perform a due diligence review, and will not undertake any investigation as to the prudence, viability, merits, or suitability of any investment in my Account. I agree to hold Horizon Trust Company harmless from any liability for any loss, damage, injury, or expense which may occur as a result of the execution of my direction of investment.

By signing below I acknowledge that I have read and understand this Client Responsibility Form and specifically acknowledge that I have read and understand Part 3. Prohibited Transactions Summary on page three (3) of this document.

Signature of Account Owner:	Account Owner Name: (Print or Type)	Date: (MM/DD/YYYY)



## LIMITED ACCOUNT ACCESS

## **Authorization Request**

O Horizon Trust Correspondence, PO BOX 27068, Newark NJ 07101

PART 1. ACCOUNT OV	VNER INFORMA	TION					
First Name:		M.I.:	Last Name:				
Last 4 SSN Digits: Date of Birth: (MM/DD		D/YYYY)	Email Address:				
PART 2. ADDITONAL AUTHORIZED INDIVIDUAL INFORMATION							
I hereby authorize the below nat Horizon Trust Company to remo			access authority indicated until s	such time as I should notify			
Authorized Individual Information (Authorized Individual cannot be a minor or account Owner.)							
Full Name/Company Name:			Email:				
Access Option Authorization  Please select all information access options that apply.  Full access to all account information including statements.  Access to pending Transfer/Rollover information only.  Web Access for my account only.  Access to account balance information only.  PART 3. AGREEMENT & AUTHORIZATION							
Account Owner Agree	ement						
By signing below, you:							
<ul> <li>Acknowledge that you have reand you accept all its terms ar</li> </ul>		nited Accou	nt Access form, and you state that y	ou have read it, you understand it,			
Authorize Horizon Trust Comp	-	_					
<ul> <li>Designate the individual identi information at the level of acce</li> </ul>		uthorized In	dividual, granting that individual the	ability to obtain account			
Certify that all information you provided is correct to the best of your knowledge.							
Signature of Account Owner:		Account	Owner Name: (Print or Type)	Date: (MM/DD/YYYY)			

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# TRANSFER REQUEST FORM

**IRA to IRA Transfer** 

① (888) 205 - 6036 ☐ (505) 212 - 0494 ☐ operations@horizontrust.com ② Horizon Trust Correspondence, PO BOX 27068, Newark NJ 07101

PART 1. PARTICIPANT INFORMATION	(Do not use this form	for conversions to a Roth IRA)		
Type of IRA Transfer: Traditional IRA to Tradition	onal IRA	SEP IRA to Traditional I	RA SE	P IRA to SEP IRA
Roth IRA to Roth IRA HSA to HSA	INH-IRA to IN	H-IRA INH Roth t	o INH Roth	
SIMPLE IRA, 1st Year of Participation:	Other:			
Resigning Custodian Name:	Fax		Phone:	
Address:	City:		State: Zip	<b>)</b> :
Participant Name:	Social Security N	umber: (###-##-###) Res	signing Custod	ian Account #:
PART 2. DISTRIBUTION REASON				
I hereby direct the resigning custodian listed above to e	execute the follow	ing transfer option(s) inc	licated below.	
Option A: Complete Transfer				
Liquidate all assets and transfer cash	balance	Est. Cash Am	ount:	
		5.0.14		
Transfer all assets in-kind and entire c	ash balance	Est. Cash Am	Liquidate	Transfer
Asset Description:		Quantity to Transfer:	Immediately	In-Kind
Option B: Partial Transfer				
Cash balance to be transfered		Am	ount:	
Transfer the following Asset(s):				
Asset Description:		Quantity to Transfer:	Liquidate Immediately	Transfer In-Kind

### PART 3. DELIVERY INSTRUCTIONS Via Regular Mail Via Overnight Mail Via Wire Horizon Trust Deposits Horizon Trust Deposits Receiver Bank: G Bank 2009 E Windmill Ln. 2009 E Windmill Ln. Las Vegas, NV 89148 Las Vegas, NV 89123 Las Vegas, NV 89123 Acct # 1010227882 Routing # 122402366 Checks should be titled: Beneficiary Name: Horizon Trust Company Horizon Trust FBO Client Name & Account Number FFC: Client Name & Account Number PART 4. AGE 73 REMINDER I understand that if this rollover is occurring during or after the calendar year during which I attain the age of 73, the required minimum amount determined under this account is still required to be distributed. I further understand that the current Trustee/Custodian is not responsible for making this distribution prior to the rollover. I accept full responsibility for satisfying the required minimum distribution ("RMD") applicable to this IRA by withdrawing sufficient amounts from another account prior to the deadline for RMDs for the calendar year of the rollover. If this rollover leaves the transferor account in one year but does not reach the transferee account until the following year, I understand that this will be an "outstanding rollover" as of December 31st. The new IRA must "deem" that the rollover was received as of the prior December 31st for determining any RMD from the transferee IRA for the year that the rollover was received. I will inform the transferee IRA Trustee/Custodian of any such outstanding rollover. PART 5. LIMITED POWER OF ATTORNEY I, the undersigned, do hereby grant a limited power of attorney to Horizon Trust Company, LLC and its agents to request information regarding my account and the status of this rollover from the custodian listed above. The power of attorney shall commence and be in full force as of the date listed below and shall remain in full force and effect thereafter until the completion of the rollover of the assets and/or cash balance listed in the Funding Instructions section of this form. PART 6. AUTHORIZATION & SIGNATURE (Must Wet/Ink Sign) I am aware that I am responsible for the payment of Federal Income Tax on the taxable portion of this surrender and that I may be subject to tax penalties under Estimated Tax Payment rules if my payment of estimated tax and withholding, if any, are not adequate. I am also aware of any surrender/withdrawal penalties which may apply and I authorize the transaction described above. I certify that the information contained on this form is true and correct. I understand that I should seek the guidance of a tax or legal professional with regard to this decision. I understand that my custodian cannot provide legal advice. I indemnify and agree to hold the custodian harmless against any liabilities. I assume full responsibility for the consequences of this rollover or conversion decision. The custodian agrees to accept these funds as a rollover or conversion. Signature of Account Owner: (Black/Blue Ink) Account Owner Name: (Print or Type) Date: (MM/DD/YYYY) Notary or Medallion Signature Guarantee Stamp Please check with your current custodian to determine whether they will require a Notary Stamp or a Medallion Signature Guarantee Stamp to rollover your account. A signature guarantee can be obtained from your bank. If your current custodian does not require a notary or signature guarantee, please sign above and return this form to Horizon Trust Company, LLC. **ACKNOWLEDGMENT OF ACCEPTANCE** The authorized signature certifies acceptance of the assignment and surrender or transfer/rollover of funds as instructed in this request. After deducting any sums as are permitted under the plan, please complete this transaction and send funds with a copy of this form to Horizon Trust Company. Our organization agrees to serve as the new Custodian for the IRA account of the above-named individual, and as Custodian, we agree to accept the assets being rolled over.

Date: (MM/DD/YYYY)

Signature of Custodian:



Signature of Account Owner:

## **Contribution Form**

① (888) 205 - 6036 ☐ (505) 212 - 0494 ☐ operations@horizontrust.com Trust Correspondence, PO BOX 27068, Newark NJ 07101 If a payment is being submitted by someone *other than* the account owner, the account owner *must* sign below to acknowledge the deposit. If you are rolling over assets, please complete a Rollover Certification Form for your account type.

s. In oring
• • •
nent,

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Account Owner Name: (Print or Type)

Date: (MM/DD/YYYY)