

*Use this form to establish a Coverdell Education Savings Account.*

Account #: \_\_\_\_\_

**IMPORTANT:** In compliance with the USA PATRIOT Act, Federal law requires all financial institutions (including mutual funds) 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 for your name, address, date of birth, and other information that will allow us to identify you. We may also ask for additional identifying documents. The information is required for all owners, co-owners, or anyone who will be signing or completing a transaction on behalf of a legal entity that will own the account. We **will** return your application if any of this information is missing. If we are unable to verify this information, your account may be closed and you will be subject to all applicable costs. If you have any questions regarding this application, please call iPlanGroup.

**SECTION 1: ACCOUNT OWNER INFORMATION (Person opening CESA)**

Name: \_\_\_\_\_ SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Residence Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Primary Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ U.S. Citizen:  Yes  No  
 Occupation: \_\_\_\_\_ Employer: \_\_\_\_\_ Years: \_\_\_\_\_

**SECTION 2: DESIGNATED BENEFICIARY INFORMATION (Student)**

Name: \_\_\_\_\_ SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Residence Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Primary Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 U.S. Citizen:  Yes  No

**SECTION 3: RESPONSIBLE INDIVIDUAL INFORMATION (Generally Student's Parent or Guardian)**

Name: \_\_\_\_\_ SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Residence Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Primary Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 U.S. Citizen  Yes  No Relationship to Designated Beneficiary: \_\_\_\_\_

**SECTION 4: SUCESSOR RESPONSIBLE INDIVIDUAL**

If the Responsible Individual named above dies or becomes legally incapacitated while the Designated Beneficiary is a minor under state law, the person designated below, will become the successor Responsible Individual. If no successor is designated, the Designated Beneficiary's parent or guardian will become the successor Responsible Individual.

Name: \_\_\_\_\_ SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Residence Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Primary Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 U.S. Citizen  Yes  No Relationship to Designated Beneficiary: \_\_\_\_\_

## SECTION 5: DESIGNATION OF DEATH BENEFICIARIES

|  |   |                           |            |                      |
|--|---|---------------------------|------------|----------------------|
| <input type="checkbox"/> Primary Beneficiary | <input type="checkbox"/> Contingent Beneficiary | Share Percentage: _____ % | SSN: _____ | Date of Birth: _____ |
|--|---|---------------------------|------------|----------------------|

Name: \_\_\_\_\_ Relationship to Beneficiary: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

|  |   |                           |            |                      |
|--|---|---------------------------|------------|----------------------|
| <input type="checkbox"/> Primary Beneficiary | <input type="checkbox"/> Contingent Beneficiary | Share Percentage: _____ % | SSN: _____ | Date of Birth: _____ |
|--|---|---------------------------|------------|----------------------|

Name: \_\_\_\_\_ Relationship to Beneficiary: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

|  |   |                           |            |                      |
|--|---|---------------------------|------------|----------------------|
| <input type="checkbox"/> Primary Beneficiary | <input type="checkbox"/> Contingent Beneficiary | Share Percentage: _____ % | SSN: _____ | Date of Birth: _____ |
|--|---|---------------------------|------------|----------------------|

Name: \_\_\_\_\_ Relationship to Beneficiary: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

|  |   |                           |            |                      |
|--|---|---------------------------|------------|----------------------|
| <input type="checkbox"/> Primary Beneficiary | <input type="checkbox"/> Contingent Beneficiary | Share Percentage: _____ % | SSN: _____ | Date of Birth: _____ |
|--|---|---------------------------|------------|----------------------|

Name: \_\_\_\_\_ Relationship to Beneficiary: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

## SECTION 6: ACCOUNT FUNDING METHOD

|                               |                      |                        |                                    |
|-------------------------------|----------------------|------------------------|------------------------------------|
| Source of Funds (Select One): | Regular Contribution | Amount: \$ _____       | Tax Year: _____                    |
|                               | Direct Transfer      | Total Amount: \$ _____ | Basis: \$ _____ Earnings: \$ _____ |
|                               | Rollover             | Total Amount: \$ _____ | Basis: \$ _____ Earnings: \$ _____ |

Other (Explain): \_\_\_\_\_

## SECTION 7: ACCOUNT FUNDING PAYMENT METHOD

Please select one of the following options for how you would like to pay for your account fees:

By debiting fees from my account     By enclosed check payable to **IRA Plan Partners, LLC DBA iPlanGroup** (Account set-up and annual administration fees only)

By credit card:<sup>1</sup> Cardholder Name: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ CVC#: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Billing Phone #: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Cardholder Signature:**

X \_\_\_\_\_ Date: \_\_\_\_\_

1) A Credit Card Processing Fee of 3% will be assessed on each credit card transaction.

## SECTION 8: AUTHORIZATION OF RESPONSIBLE INDIVIDUAL

If no box is checked below, the answer will default to be “No”.

**Option 1:** The Responsible Individual may change the beneficiary designated under this agreement to another member of the Designated Beneficiary’s family described in section 529(e)(2) in accordance Administrator’s procedures.

Yes  No

**Option 2:** The Responsible Individual shall continue to serve as the Responsible Individual for the Custodial Account after the Designated Beneficiary attains the age of majority under state law and until such time as all assets have been distributed from the Custodial Account and the Custodial Account terminates. If the Responsible Individual becomes incapacitated or dies after the Designated Beneficiary reaches the age of majority under state law, the Responsible Individual shall be the Designated Beneficiary.

Yes  No

**Signature of Authorized Responsible Individual:**

X \_\_\_\_\_ Date: \_\_\_\_\_

## SECTION 9: HOW DID YOU HEAR ABOUT iPlanGroup?

Internet  Advertisement  TV  Radio  Newspaper  Expo / Trade Show, Ref. #: \_\_\_\_\_  
 Seminar/Workshop, Ref. #: \_\_\_\_\_  iPlanGroup Representative: \_\_\_\_\_  
 Referred by: \_\_\_\_\_  Other: \_\_\_\_\_

## SECTION 10: SELECT AN ACCOUNT SECURITY CODE

Please select a 4-digit security code (PIN) for your Account. This PIN will be used to verify your identity when you call iPlanGroup or to confirm certain transactions and service requests for your Account.

Please select your 4-digit PIN here:

Please select one of the security questions and provide your answer to the question you select below:

What is your father’s middle name?  What was your first pet’s name?  What is your favorite sports team?

Answer: \_\_\_\_\_

## SECTION 11: ACKNOWLEDGEMENT AND SIGNATURE

I understand that this Account Application, including the terms and conditions of the Documents (defined below), sets forth the terms of my relationship with Custodian and Administrator. For purposes of this Account Application, the terms Administrator and Custodian include their agents, assigns, joint ventures, licensees, franchisees, affiliates, and/or business partners. I have been advised by Administrator to seek the advice of independent legal, tax and/or investment counsel prior to executing this Agreement.

**Self-Directed Account.** I acknowledge and understand that my Account is Self-Directed and that as Account Owner I alone (or upon my death my beneficiary(ies) shall direct the Administrator to invest on behalf of my Account, all contributions and earnings in my Account in investments that are acceptable to Custodian and Administrator, and that are considered administratively feasible by the Custodian and Administrator, in such amounts as are specifically selected and specified by me in orders to the Custodian and Administrator in such form as may be acceptable to or provided by Administrator, without regard to whether such investment is authorized by the laws of any jurisdiction as a retirement account investment or to the suitability, merits, legitimacy, diversification, or risks of the investment.

**Appointment of Administrator and Custodian.** I, the Account Owner, hereby appoint IRA Plan Partners, LLC DBA iPlanGroup (“iPlanGroup”) to act as Administrator (“Administrator”) of my Account and I appoint Mainstar Trust to act as Custodian for my Account (“Custodian”). I understand and acknowledge that Administrator has entered into an administrative services agreement with Custodian under which Administrator is to provide administrative services for the Account Owner’s Account, and to properly fulfill its duties to Account Owner as Administrator. Under the terms of the administrative services agreement, all communication between the Participant and the Custodian shall be handled through Administrator.

I acknowledge and agree that this Account Application & Adoption Agreement and the applicable Form 5305 (Custodial Account Agreement and Disclosure Statement), together with the Fee Schedule and any other written instructions (all such documents being incorporated herein by this reference) collectively comprise my entire agreement and govern all aspects of my relationship with the Custodian, Administrator, and/or any future trust entity. I acknowledge and agree that Administrator is independent of the Custodian and not empowered or authorized to obligate or bind Custodian, and vice versa. Furthermore, nothing in this Agreement shall be construed to render Administrator, any future trust entity, affiliate, employee, joint venture partner, strategic partner, as an agent of, or with Custodian. Custodian shall not be responsible or liable under any circumstances for any representations or statements made by Administrator or the trust entity and neither Administrator nor the contemplated trust entity shall be responsible or liable under any circumstances for any representation or statement made by the Custodian. Neither Administrator nor Custodian is a trustee, mortgage broker, asset manager, investment advisor or loan servicing agent with respect to me or my Account and neither shall have any discretionary power, authority or control with respect to the acquisition, management, investment, or disposition of my Account or assets held in my Account.

**No Fiduciary Relationship.** I understand and agree that the appointment set forth herein does not create a fiduciary relationship between me or my Account and the Administrator or Custodian.

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**Resignation of Administrator or Custodian.** Furthermore, I understand that Administrator or Custodian may resign by giving me written notice at least 30 days prior to the effective date of such resignation. I understand that if I fail to notify the Administrator of the appointment of a successor trustee or custodian within such 30-day period, then the assets held by the Custodian in my Account (whether cash or personal or real property, wherever located, and regardless of value) will be distributed to me, outright and free of trust, and I will be wholly responsible for the tax consequences of such distribution. Furthermore, I understand Administrator may cease providing services and resign as administrator if I do not respond to written correspondence from Administrator or fail to pay Administrator's fees. Furthermore, in the event Administrator should elect to satisfy the requirements under IRC §408(a) to serve as a custodian of retirement accounts by forming an affiliated entity qualified to serve as custodian (the "Trust Entity"), then I appoint such entity as custodian of my Account without further notice or action on my part. Additional, should the Trust Entity be formed, Administrator intends to enter into a similar administrative services agreement with any such Trust Entity and so will continue to serve as Administrator of my account.

**No Tax, Legal, or Investment Advice.** I understand and acknowledge Custodian and Administrator do not provide or assume responsibility for any tax, legal, or investment advice with respect to the investments and assets in my Account, and will not be held liable for any loss which results from my exercise of control over my Account. I understand that my Account is Self-Directed, and I take complete responsibility for any investments I instruct Administrator to make on behalf of my Account. Furthermore, I understand that neither Custodian nor Administrator sells or endorses any investment products. If the services of the Custodian and the Administrator were marketed, suggested, or otherwise recommended by any person or entity, such as a financial representative or investment promoter, I understand that such persons are not in any way employees, representatives, agents, independent contractors, subsidiaries, affiliates, partners, or consultants of Custodian or Administrator, and that the Custodian and the Administrator are not responsible for and are not bound by any statements, representations, warranties, or agreements made by any such person or entity. I will consult independently, as I determine is necessary, with my own CPA, attorney, financial planner, or other professional prior to directing the Administrator to make any investment in my Account.

**Responsibility for my Account.** I understand that my Account is being established for the exclusive benefit of me or my beneficiaries and I agree to take complete responsibility for the type of investments with which I choose to hold in my Account. I further understand and agree that my Account is Self-Directed and that Administrator and Custodian are not obligated to, and will not conduct any investigation or due diligence or review the suitability, merits, legality, legitimacy, appropriateness, security, viability, and/or risks of loss of any investment. Furthermore, I understand and agree that I am solely responsible for conducting all due diligence and all other investigation or research that a reasonably prudent investor would undertake prior to making any investment, including, but not limited to, title and lien searches. I understand that it is my responsibility to review any investments for all investment risks and to ensure compliance with these requirements. I also understand and agree that Administrator and Custodian are not required to take any action, nor notify me should there be any default with regard to any investment in connection with my Account.

**Investment Instructions.** I hereby instruct Administrator and Custodian to follow the investment directions which I provide to Administrator relating to my Account. I understand and acknowledge that all investment directions must be in the form of an executed Administrator approved direction letter. I understand that Administrator will not accept verbal investment directions and that Administrator may accept and act in accordance with electronic copies of signed direction letters or other Documents. Administrator does not verify any signatures and I am responsible for any damages associated with falsified or forged information or signatures. In taking any action related to my Account, Custodian and Administrator may act solely on my instruction, designation, or representation. I understand that I am responsible for providing true, correct, and complete information in any instruction to Custodian or Administrator and that Custodian and Administrator are not responsible for any damages caused by or related to incomplete or incorrect information, misleading or impossible instructions, or falsified or forged information or signatures contained in a direction to Custodian or Administrator.

**Prohibited Transactions.** I acknowledge and agree that my Account is subject to the provisions of Internal Revenue Code (IRC) Section 4975 which defines certain prohibited transactions. Furthermore, I understand and agree that neither the Custodian nor the Administrator will at any time make any determination as to whether any transaction or investment in my Account is prohibited under sections 4975, 408(e), or 408A, or under any other state or federal law. I accept full responsibility to ensure that the investments in my Account comply with all applicable federal and state laws, regulations, and requirements and that none of the investments in my Account will constitute a prohibited transaction.

**Unrelated Business Income Tax.** I understand and agree that my Account is subject to provisions of IRC Sections 511-514 relating to Unrelated Business Income Tax (UBIT) of tax-exempt organizations. I agree that if I direct the Administrator to make any investment in my Account which generates income that is subject to UBIT, that I will be responsible for preparing or having prepared the required IRS form 990-T tax return, an application for an Employer Identification Number (EIN) for my Account, and any additional documents which may be required, and for submitting them to the Administrator for filing with the Internal Revenue Service at least ten (10) days prior to the date on which the return is due, along with an appropriate directive authorizing the Administrator to execute the forms on behalf of my Account and to pay the applicable tax from the assets in my Account. I understand that the Custodian and Administrator do not make any determination of whether or not investments in my Account generate income that is subject to UBIT, have no duty to and do not monitor whether my Account has incurred UBIT, and do not prepare Form 990-T on behalf of my Account.

**Undirected Cash.** Account Owner hereby acknowledges and agrees that Custodian and Administrator will deposit all Undirected Cash in the Custodial Account into pooled deposit accounts at one or more FDIC or other United States government insured institutions or in United States government securities or in securities that are insured or guaranteed by the United States government pending further investment direction by Account Owner. I understand and acknowledge Administrator will be paid a fee in consideration for its undirected cash management services including but not limited to account maintenance, depository bank selection, transaction processing and sub-accounting of undirected cash. The undirected cash management fee will be deducted from interest earned on the undirected cash prior to crediting of such interest to the Custodial account up to a maximum rate of 3.00% per annum, or .0025 of the average daily principal amount per month.

**No FDIC Insurance for Investments:** I recognize that investments purchased and/or held within my Account: 1) are not insured by the Federal Deposit Insurance Corporation (FDIC); 2) are not a deposit or other obligation of, or guaranteed by, either the Custodian or the Administrator; and 3) are subject to investment risks, including possible loss of the principal amount invested.

**Responsibility for Tax Consequences.** I agree to assume all responsibility for any tax consequences and penalties that may result from making contributions to, transactions with, and/or distributions from my Account. I also agree to assume all responsibility for determining if I am eligible for a transaction that I direct the Custodian or the Administrator to make on behalf of my account and ensuring all contributions I make to my Account are within the limits set forth by the IRC and for any and all tax consequences of any contributions (including rollover contributions) and distributions. By signing below, I certify under penalty of perjury the following: (i) I am authorized and of legal age to establish this Account and make investment purchases permitted in my Account; (ii) I have provided you with my correct Social Security or Tax I.D. Number; and (iii) 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 (iii) 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). I am aware that the IRS does not require my consent to any provision of this document other than the certification required to avoid backup withholding.

**Registration of Custodial Account Assets.** All assets of the Custodial Account shall be registered in the name in the name of Administrator, who shall be the nominee of Custodian for purposes of holding assets of the Custodial Account. Administrator may be the nominee of Custodian with respect to holding of assets of other investors whether or not held under agreements similar to this one or in any capacity whatsoever; and Custodian may commingle the assets so held to the extent permitted by law. However, each other account or asset so held and the Custodial Account shall each be separate and distinct; and a separate account shall be maintained by Administrator on behalf of Custodian. Assets of the Custodial Account may be held by Custodian in individual or bulk segregation either in Custodian's vaults or vaults of Custodian's agent or through brokerage accounts of entities permitted to hold assets of the applicable type under the Securities Exchange Act of 1934 or the Commodities Exchange Act.

**Annual Asset Valuation.** I understand and agree that it is my obligation to provide Administrator an annual independent third party appraisal of the fair market value of each "alternative" asset held in the Account established hereunder on or before February 15<sup>th</sup> of each year following the establishment of this Account. I further understand and agree that Administrator reserves the right to halt all activity on my Account unless and until such valuation is produced to the reasonable satisfaction of Administrator, and that I will be assessed a late charge in the event of my failure to timely do so.

**Insurance.** Administrator and Custodian shall not bear or assume any responsibility to notify Depositor or to secure or maintain any fire, casualty, liability or other insurance coverage on any real or personal property owned in the Custodial Account or on any property which serves as collateral with respect to any promissory note or other evidence of indebtedness in the Custodial Account. Depositor is solely responsible for the decision regarding whether insurance is necessary for any investment in the Custodial Account, and shall direct Administrator in writing (on a form provided by Custodian) to pay the premiums for any such insurance.

**Notification and Payment of Taxes and Other Expenses.** Administrator and Custodian have no duty to and shall not be responsible for notification or payments of any real estate taxes, homeowners association dues, utilities or other charges with respect to any investment held in the Custodial Account unless sufficient funds are available to pay the expense from the Custodial Account and Depositor specifically directs Custodian to pay the expense in writing (on a form provided by Administrator). It is solely the responsibility of Depositor to provide to Administrator any and all bills for insurance, taxes, homeowners dues, utilities or other amounts due for assets held in the Custodial Account, and that it is Depositor's responsibility to determine that such payments have been made by verifying the payments via online Account access or Depositor's Custodial

Account statements.

**Miscellaneous Expenses.** In addition to those expenses set out above in this Agreement, Depositor agrees to pay any and all expenses incurred by Custodian in connection with the investment of the account, including expenses of preparation and filing any returns and reports with regard to unrelated business income, including taxes and estimated taxes, as well as any transfer taxes incurred in connection with the investment or reinvestment of the assets of the account.

**Proxies and Voting.** Administrator and Custodian shall not vote any shares of stock or take any other action, pursuant to any prospectuses, financial statements, proxies and proxy soliciting materials relating to assets credited to the account to such documents, with respect to such assets except upon receipt by Custodian of adequate written instructions from Depositor. Administrator shall deliver, or cause to be executed and delivered, to Depositor all such notices.

**Adequate Information.** I acknowledge that I have received a copy of Administrator's Fee Schedule and have had an opportunity to review the appropriate IRS Form 5305 for my Account type, and that from time to time Administrator will provide further documents and forms for my information and use in connection with my Account (all documents provided or made available to me by Administrator relating to my Account are hereafter collectively referred to as "Documents"). I understand and acknowledge that the Documents contain terms and conditions which apply to my Account, and I agree to be bound by those terms and conditions, as they may be amended from time to time. I understand that my failure to immediately notify Administrator in writing of my objection to a term or condition of a Document is deemed a waiver of such an objection. If this Application relates to an individual retirement Account (an "IRA"), I understand that I may revoke the Application without penalty by delivering written notice to Custodian within seven (7) days from the date that I submit this Application to Administrator. I acknowledge and attest that Administrator has provided me with sufficient information to make this Account Application and that I have had the opportunity to request further information, and I am satisfied with any and all of the information I have been provided.

**Electronic Communications, Signatures, and Records.** Subject to any limitations contained in Treasury Regulation section 1.401(a)-21 and any other applicable federal or state law or regulation, Depositor acknowledges and agrees that the Custodial Account shall be subject to the provisions of the Uniform Electronic Transactions Act, as passed in the state where the Custodian is organized (Kansas Statutes Annotated (KSA) Sections 16-601 et seq.), and the federal Electronic Signature in Global and National Commerce Act (ESIGN Act, as contained in 15 U.S.C. 7001), as those laws pertain to electronic communication, electronic signatures, and electronic storage of Custodial Account records. Pursuant to KSA section 9-1130(f), in lieu of the retention of the original records, Custodian may cause any, or all, of its records, and records at any time in its custody, to be photographed or otherwise reproduced to permanent form, and any such photograph or reproduction shall have the same force and effect as the original thereof and may be admitted in evidence equally with the original. I understand that if the services of Administrator or Custodian were marketed, suggested, or otherwise recommended by any person or entity, such as a financial representative or investment promoter, such persons or entities are not in any way agents, employees, representatives, affiliates, partners, consultants, or subsidiaries of Administrator or Custodian. I acknowledge that neither Administrator nor Custodian is responsible for or bound by any statements, representations, warranties, or agreements, made by any such person or entity. I understand that Administrator and Custodian may communicate with me by e-mail, and I will regularly check the e-mail address(es) that I provide to Administrator. I agree to provide written notice to Administrator within ten (10) days of any change in the contact information provided to Administrator.

**Important Information for Opening a New Account.** In order for Administrator and Custodian to comply with the USA PATRIOT ACT, Administrator has adopted a Customer Identification Program which requires that all Accounts include a copy of an unexpired, photo-bearing, government-issued identification (e.g., driver license or passport) of the Account holder. The copy must be readable so we can verify the client's name and driver's license number or state issued ID number.

**Privacy.** You have chosen to do business with Administrator and Custodian and as our client, the privacy of your personal, non-public information is very important to us. We value our client relationships and want you to understand the protections we provide in regard to your Accounts with us. I understand that Administrator will not release information about me to others unless I (or a representative whom I have authorized in writing) have consented or given Administrator permission to do so, or Administrator is required by law or other regulatory authority. Furthermore, I understand that I can view Administrator's complete privacy policy on Administrator's website at [www.iplangroup.com](http://www.iplangroup.com). 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 the Administrator have agreed to the Custodian's and the Administrator's confidentiality and security policies. If you decide to close your Account or become an inactive customer, we will adhere to the privacy policies and practices 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 services to you. We maintain physical, electronic, and procedural guidelines that comply with federal standards to guard your non-public, personal information. The Custodian and the Administrator reserve the right to revise this notice and will notify you of any changes in advance.

**Beneficiaries.** I direct that all benefits upon my death be paid as indicated above (or as directed in any subsequent change in the designation of beneficiaries submitted to Administrator in writing, on a form provided by Administrator).

**Rollover Contributions.** In the event that this is a rollover contribution, I hereby irrevocably elect, pursuant to the requirements of Section 1.402(a)(5)-1T of the IRS regulations, to treat this contribution as a rollover contribution.

**Trust or Entity as Beneficiary.** If I have named a beneficiary which is a Trust or other entity, I understand that I must provide certain information concerning such Trust or entity to the Administrator or Custodian.

**Entitlement to Custodial Account Assets.** For any reason whatsoever, the Administrator or Custodian is not certain as to who is entitled to receive all or part of the assets in the Custodial Account, Administrator and Custodian reserve the right to withhold any and all payments from the Custodial Account, and to request a court ruling to determine the appropriate disposition of the Custodial assets. Any expenses involved in obtaining such determination shall be charged to the Custodial Account.

**Release; Indemnification; Litigation Costs.** I agree that the Custodian and the Administrator have no duty other than to follow my written instructions and will be under no duty to question my instructions and will not be liable for any investment losses sustained by me or my Account under any circumstances. I understand that Administrator and Custodian are acting only as my agent, and nothing will be construed as conferring fiduciary status or responsibility on either party. I understand that obtaining any information or communication related to the investment is my responsibility regardless of if it was sent initially to the Administrator or some other party. The Administrator will attempt to forward communications received, but is not responsible for my timely receipt of any such communication. I understand and agree that Administrator does not offer or provide, through its website, workshops, or any other means, any investment advice, structure, guidance, or strategies, or any tax advice, legal advice, due diligence, research, recording or title services, or endorsement of professional relationships ("Advisory Activities"). I further understand and agree that I am not relying upon, any representations, warranties, promises, or guarantees regarding any investment, including, but not limited to, the quality of an investment, investment performance, preservation of capital, return on capital, feasibility of an investment strategy, security lien positions, placement of security interests, the credibility of business practices, ethics of any kind, or an investment's compliance with the Employee Retirement Income Securities Act ("ERISA"), the Internal Revenue Code ("IRC"), or any applicable federal, state, or local law, including securities laws ("Investment Representations"). If I desire any Advisory Activities or Investment Representations, I will not look to or rely on Administrator, for any advice or guidance of any nature, but will consult with an appropriate legal, Accounting, or financial professional of my choosing. Additionally, I am aware of the transactions prohibited by Internal Revenue Code Section 4975 ("Prohibited Transactions") and I certify and agree that I will not participate in nor request Administrator to participate in any Prohibited Transaction. Acknowledging and understanding that Administrator will not provide Advisory Activities, make Investment Representations, or participate in Prohibited Transactions, I release Administrator from any claims regarding Advisory Activities, Investment Representations, and Prohibited Transactions, in the broadest sense. Specifically, I release and forever discharge Administrator, and covenant not to directly or indirectly sue for or otherwise assert against Administrator, in any forum, any and all claims of any nature whatsoever, which I had, now have, or may claim to have against Administrator, arising out of or related to Advisory Activities, Investment Representations, or Prohibited Transactions. This release extends to all claims, whether known or unknown, present or future. It is my intention to fully, finally, and forever release any claims regarding Advisory Activities, Investment Representations, or Prohibited Transactions, and in furtherance of this intention, this release remains in effect as a full and complete release notwithstanding the discovery of any additional claims or facts. In the event I am transferring my Account from another custodian and/or administrator, I will not hold Custodian or Administrator liable or responsible for anything done or omitted in connection with my Account prior to the date Custodian is in possession of all of the assets in connection with my Account. Neither Custodian nor Administrator has any duty or responsibility to inquire into or take any action with respect to any acts performed by a prior custodian or administrator. Furthermore, I hereby indemnify and hold harmless Administrator and Custodian from and against any and all damages, liabilities, obligations, penalties, fines, judgments, claims, deficiencies, losses, costs, expenses, assessments (including without limitation, interest, penalties, and reasonable attorneys' fees) arising out of or resulting from: (i) any action taken by Administrator or Custodian in reliance upon my instructions, designations, or representations; (ii) any action taken by Administrator or Custodian in the exercise of any right, power, or duty of Custodian or Administrator; (iii) any Prohibited Transaction; (iv) any claim made by a third-party related to my Account whereby Administrator or Custodian is named as a party; and (v) any act or omission by a prior custodian or administrator. In the event of any claim or damage subject to the foregoing indemnification, Administrator and Custodian may: (i) at their sole discretion, select their own attorneys to represent them; and deduct from my Account amounts sufficient to pay for any damages, costs, and expenses associated with such claim, including, but not limited

to, all internal costs and attorneys' fees and costs incurred by Administrator or Custodian in connection with such claim (collectively, "Litigation Costs"). If there are insufficient funds in my Account to fully reimburse Administrator and Custodian for all Litigation Costs, upon demand by Administrator or Custodian, I agree to promptly reimburse Administrator and/or Custodian the outstanding balance of the Litigation Costs. If I fail to promptly reimburse the Litigation Costs, Administrator and Custodian may seize and/or liquidate any of my assets under their control, and/or initiate legal action in order to obtain full reimbursement of the Litigation Costs. If any provision of this Application is found to be illegal, invalid, void, or unenforceable, such provision is severed and such illegality or invalidity does not affect the remaining provisions, which remain in full force and effect.

**Binding Arbitration and Arbitration Venue.** By signing this Agreement, the Account Owner, Administrator and any other parties hereto, hereby agree that any and all claims and disputes of every type and/or nature between or among any or all of them, including but not limited to claims in contract, tort, common law or alleged statutory violations, shall be submitted to binding arbitration pursuant to all applicable rules of the American Arbitration Association. All proceedings will take place in Cuyahoga County, Ohio. Arbitration is final and binding on the parties. The parties hereto hereby waive their right to seek remedies in court, including the right to a jury trial. The parties signing below expressly waive any right they may have to institute or conduct litigation or arbitration in any other forum or location, or before any other body, whether individually, representatively or in any other capacity. In the event any party hereto commences an action to enforce or interpret any provision of this Agreement, the prevailing party therein shall recover from the non-prevailing party all costs and disbursements incurred therein, including reasonable attorneys' fees.

By executing this Application below, I hereby agree to participate in the Custodial Account offered by Administrator and Custodian and I acknowledge receipt of a Fee Disclosure the Account Agreement and Disclosure Statement and hereby agree to abide by their terms as currently in effect or as they may be amended from time to time (including all other applicable Account Forms provided by Administrator. I declare that I have examined this document, including accompanying information, and to the best of my knowledge and belief, all of the information I have provided is true, correct, and complete. Furthermore, by signing this *Coverdell ESA Application*, I certify that the information I have provided is true, correct, and complete, and the Custodian (Mainstar Trust) and Administrator may rely on what I have provided. I have read and received copies of the *Coverdell ESA Application*, *IRS Form 5305-EA*, *Disclosure Statement* and applicable fee schedules. I agree to be bound to their terms and conditions. I understand that I am responsible for the Coverdell ESA transactions, and I will indemnify and hold Administrator and Custodian harmless from any consequences related to executing my directions. If I have indicated any amounts as "carryback" contributions, I understand the contributions will be credited for the prior tax year. I understand that if the deposit establishing the CESA contains rollover dollars, I elect to irrevocably designate this deposit as a rollover contribution. I have been advised to seek competent legal and tax advice and have not been provided any such advice from Administrator or Custodian.

**Signature of Account Owner:**

X \_\_\_\_\_ Date: \_\_\_\_\_

## SECTION 12: FORM SUBMISSION OPTIONS

**By Fax:**

440-815-2214  
Attn: New Accounts

**By Email:**

[newaccounts@iplangroup.com](mailto:newaccounts@iplangroup.com)

**By Regular Mail / Overnight Delivery:**

IRA Plan Partners, LLC DBA iPlanGroup  
28011 Clemens Road  
Westlake, OH 44145

**Note: If you are funding the Account using the Transfer or either Rollover option, you must send iPlanGroup the original Transfer or Rollover forms.**

**If you are funding by check, please make your check payable to IRA Plan Partners, LLC DBA iPlanGroup for total amount. For Wire Transfers, please attach a copy of the Incoming Wire Transfer Authorization Form.**

### INTERNAL USE ONLY

Date Received: \_\_\_\_\_ Approved by: \_\_\_\_\_ Date Approved: \_\_\_\_\_

Date Processed: \_\_\_\_\_ Processed by: \_\_\_\_\_

Notes: