



# New Account Agreement

## Individual Retirement Account

If you have questions or need help filling out this form, call us toll-free any time at **1-800-SATURNA (1-800-728-8762)**. Be sure you complete all steps or your application cannot be processed.

Mail completed forms and contributions to:  
**(Email or fax is not accepted)**

**Saturna Capital**  
**1300 N. State Street**  
**Bellingham, WA 98225**

For office use only:  
Reg# \_\_\_\_\_  
SBS# \_\_\_\_\_

### Section A. Account Type and Funding

**Account Type:** Traditional

**Initial Funding Source:**

**Check** - Must be imprinted with name of account owner

**Other** - describe:

### Section B. Account Holder Information

**Primary Owner**

**Citizenship**

Full Legal Name

Preferred Salutation (optional):  Mr.  Mrs.  Ms.  Dr.

US Citizen

US Resident Alien

Single  Married  Divorced  Widowed

Social Security Number or Tax ID Number

Date of Birth (MM-DD-YYYY)

ID Type:  Driver's License  Passport  State ID  Other Government ID

State/Country of Issuance



**Identification.** Please attach a legible photocopy of each owner's driver's license, passport, or other government-issued identity document.

**Address**

Physical / Street Address (Required - P.O. boxes are not accepted)

City

State

Zip

Mailing Address (optional)

City

State

Zip

Preferred Phone

Alternate Phone

Email:

**Section C. Beneficiary Designation**

Make a copy of this page if you wish to add more beneficiaries. **Note: You may not name yourself as beneficiary.**

**Primary Beneficiary(ies):**

Primary Beneficiary Full Legal Name	Preferred Salutation (optional): <input type="radio"/> Mr. <input type="radio"/> Mrs. <input type="radio"/> Ms. <input type="radio"/> Dr.	Relationship
<input type="text"/>		<input type="text"/>
Social Security Number or Tax ID Number	Date of Birth (MM-DD-YYYY)	
<input type="text"/>	<input type="text"/>	
Address	Percentage	
<input type="text"/>	<input type="text"/>	
City	State	Zip
<input type="text"/>	<input type="text"/>	<input type="text"/>
Preferred Phone	Alternate Phone	
<input type="text"/>	<input type="text"/>	

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Primary Beneficiary Full Legal Name	Preferred Salutation (optional): <input type="radio"/> Mr. <input type="radio"/> Mrs. <input type="radio"/> Ms. <input type="radio"/> Dr.	Relationship
<input type="text"/>		<input type="text"/>
Social Security Number or Tax ID Number	Date of Birth (MM-DD-YYYY)	
<input type="text"/>	<input type="text"/>	
Address	Percentage	
<input type="text"/>	<input type="text"/>	
City	State	Zip
<input type="text"/>	<input type="text"/>	<input type="text"/>
Preferred Phone	Alternate Phone	
<input type="text"/>	<input type="text"/>	

**Secondary Beneficiary(ies):**

Secondary Beneficiary Full Legal Name	Preferred Salutation (optional): <input type="radio"/> Mr. <input type="radio"/> Mrs. <input type="radio"/> Ms. <input type="radio"/> Dr.	Relationship
<input type="text"/>		<input type="text"/>
Social Security Number or Tax ID Number	Date of Birth (MM-DD-YYYY)	
<input type="text"/>	<input type="text"/>	
Address	Percentage	
<input type="text"/>	<input type="text"/>	
City	State	Zip
<input type="text"/>	<input type="text"/>	<input type="text"/>
Preferred Phone	Alternate Phone	
<input type="text"/>	<input type="text"/>	

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Secondary Beneficiary Full Legal Name	Preferred Salutation (optional): <input type="radio"/> Mr. <input type="radio"/> Mrs. <input type="radio"/> Ms. <input type="radio"/> Dr.	Relationship
<input type="text"/>		<input type="text"/>
Social Security Number or Tax ID Number	Date of Birth (MM-DD-YYYY)	
<input type="text"/>	<input type="text"/>	
Address	Percentage	
<input type="text"/>	<input type="text"/>	
City	State	Zip
<input type="text"/>	<input type="text"/>	<input type="text"/>
Preferred Phone	Alternate Phone	
<input type="text"/>	<input type="text"/>	

You may wish to consult your legal adviser to ensure that this form complies with your will and with your state's laws of testamentary disposition. If you have any questions about this form, please contact Saturna Capital Corporation at 1-800-SATURNA (1-800-728-8762).

**Section D. Trusted Contact** (optional)

In the event of suspected financial exploitation or fraud, Saturna Capital and its affiliates are authorized to contact the Trusted Contact person and disclose information about this account to address possible financial exploitation, to confirm the specifics of your current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by regulations.

Full Legal Name	Preferred Salutation (optional): <input type="radio"/> Mr. <input type="radio"/> Mrs. <input type="radio"/> Ms. <input type="radio"/> Dr.	SSN or Tax ID (optional)
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Email	Date of Birth (MM-DD-YYYY)	
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	
Address		
<input style="width:100%;" type="text"/>		
City	State	Zip
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Preferred Phone	Alternate Phone	
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	

**Section E. Investment Selection**

**Investment Selection Instructions**

**Step 1:** Choose the funds in which you want to invest.

**Step 2:** Indicate the dollar amount or percentage for each fund selection.

**Step 3:** Please make separate checks payable to each fund selection. If selecting Self-directed Brokerage, make check payable to "Pershing LLC" and continue to Section F. For all other selections, continue to Section G.

**Investment Allocation**

**Affiliated Funds\***

<input type="checkbox"/> <b>Amana Growth Institutional</b>	<input style="width:100%;" type="text"/>	or	<input style="width:100%;" type="text"/>
<input type="checkbox"/> <b>Amana Developing World Institutional</b>	<input style="width:100%;" type="text"/>	or	<input style="width:100%;" type="text"/>
<input type="checkbox"/> <b>Amana Income Institutional</b>	<input style="width:100%;" type="text"/>	or	<input style="width:100%;" type="text"/>
<input type="checkbox"/> <b>Amana Participation Institutional</b>	<input style="width:100%;" type="text"/>	or	<input style="width:100%;" type="text"/>
<input type="checkbox"/> <b>Saturna Growth Z Shares</b>	<input style="width:100%;" type="text"/>	or	<input style="width:100%;" type="text"/>
<input type="checkbox"/> <b>Saturna International Z Shares</b>	<input style="width:100%;" type="text"/>	or	<input style="width:100%;" type="text"/>
<input type="checkbox"/> <b>Saturna Core</b>	<input style="width:100%;" type="text"/>	or	<input style="width:100%;" type="text"/>
<input type="checkbox"/> <b>Saturna Global High Income</b>	<input style="width:100%;" type="text"/>	or	<input style="width:100%;" type="text"/>
<input type="checkbox"/> <b>Saturna Short-Term Bond</b>	<input style="width:100%;" type="text"/>	or	<input style="width:100%;" type="text"/>
<input type="checkbox"/> <b>Saturna Bond Income</b>	<input style="width:100%;" type="text"/>	or	<input style="width:100%;" type="text"/>
<input type="checkbox"/> <b>Saturna Sustainable Equity</b>	<input style="width:100%;" type="text"/>	or	<input style="width:100%;" type="text"/>
<input type="checkbox"/> <b>Saturna Sustainable Bond</b>	<input style="width:100%;" type="text"/>	or	<input style="width:100%;" type="text"/>

**Non-affiliated Funds\*\***

<input type="checkbox"/> <b>Self-directed Brokerage</b>	<input style="width:100%;" type="text"/>	or	<input style="width:100%;" type="text"/>
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**100%**

\* To link a bank account and/or set up automatic investment, complete the Saturna Electronic Funds Transfer Form

\*\* To link a bank account to your self-directed brokerage account, complete the Pershing ACH Authorization Agreement Form

## Section F. Brokerage Applicants

Complete the following steps only if you are opening a self-directed brokerage option within your IRA.

### Disclosures Required Under the USA PATRIOT Act

Is this account for a Foreign Financial Institution (e.g., non-US bank; branch of a US bank; broker-dealer; futures merchant; commodities introducing broker; mutual fund; money transmitter or currency exchange?)  Yes  No

### Step 1. Broker-Dealer Affiliations

Are you an employee of Saturna Brokerage Services?  Yes  No

Are you related to an employee of Saturna Brokerage Services?  Yes  No

Employee Name:	Relationship
<input type="text"/>	<input type="text"/>

Are you an employee at another broker-dealer?  Yes  No

Broker-Dealer Name:

Are you related to an employee at another broker-dealer?  Yes  No

Broker-Dealer Name:	Employee Name:	Relationship:
<input type="text"/>	<input type="text"/>	<input type="text"/>

Are you maintaining any other brokerage accounts?  Yes  No

Name of firm(s):	Years of investment experience:
<input type="text"/>	<input type="text"/>

Are you or any member of your immediate family affiliated with or employed by a member of a stock exchange or the Financial Industry Regulatory Authority?  Yes  No

*Employer authorization is required. Please list affiliations:*

Are you a senior officer, director, or 10% or more shareholder of a public company?  Yes  No

Company Name:

### Step 2. Cash Management

The sweep program consists of sweep options, which include money market mutual funds. The options available to you are subject to change – you should contact Saturna Brokerage Services for additional information on the products available to you through your sweep program.

Once a sweep option is elected, any free credit balance in your brokerage account will be automatically invested into the sweep product selected and any debits in your brokerage account will also be covered automatically by redemptions, to the extent you have a balance in the sweep product sufficient to cover the debit balance.

Saturna may receive distribution assistance payments or other fees from products made available on the cash sweep platform.

*(Select only one)*

#### Money Market Fund:

- Dreyfus Treasury & Agency Cash Management (DTVXX)
- Dreyfus Government Cash Management (DGVXX)

#### Other:

- Cash
- Dreyfus FDIC Insured Deposit (DIDE)

## Section G. Signature

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

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE, IN PARAGRAPHS 12 AND 13 ON PAGE 6. I HEREBY ACKNOWLEDGE RECEIPT OF THIS NEW ACCOUNT AGREEMENT WITH PREDISPUTE ARBITRATION CLAUSE THEREIN.

By signing this document, I certify that:

- I have full right, power, authority and legal capacity to establish an Individual Retirement Account and to make the investments selected.
- I understand and agree to all terms and conditions set forth in this Saturna Capital Individual Retirement Account Application and Custodial Agreement.
- I have read and understood the IRA Brochure (Disclosure Statement) at least seven days prior to my signing this document.
- I authorize Saturna Capital and/or its affiliates (Saturna Trust Company, Saturna Brokerage Services, Saturna Investment Trust, and/or Amana Mutual Funds Trust, together "Saturna") to verify my identity through an identity verification service and to use information provided by that service to determine whether to establish my account, or, once my account is opened, whether to maintain my account or limit services. If, after making reasonable efforts, Saturna is unable to verify my identity, I understand Saturna is authorized to take any action permitted by law, including closing my account and redeeming my account at the net asset value calculated the day the account is closed.
- I authorize telephone and/or internet exchange and redemption services to be automatically activated when my account is opened. I will contact Saturna in writing to terminate these services. Additional documents may be required.
- I authorize Saturna and its employees to act on any instructions believed to be genuine for any service authorized on this form. Saturna has reasonable procedures to verify the identity of the shareowner and when these procedures are followed, Saturna and its employees are not liable for losses that may occur from acting on such instructions.
- I have read and agree to be bound by the terms of the Prospectus(es) or Summary Prospectus(es) of the mutual fund(s) I have selected.
- I understand that my property may be transferred to the appropriate state if no activity occurs in the account within the time period specified by state law.
- I understand no share certificates will be issued.
- I certify, under penalties of perjury, that my Social Security Number is correct and that I am not subject to backup withholding under the provisions of § 3406(a)(1)(C) of the Internal Revenue Code.

### TO: FINANCIAL ORGANIZATION AND ITS ASSIGNS

1. PROVISIONS IN THE EVENT OF FAILURE TO PAY OR DELIVER  
Whenever I do not, on or before the settlement date, pay in full for any security purchased for my account, or deliver any security sold for such account, you are authorized (subject to the provisions of any applicable statute, rule, or regulation):
  - A. Until payment or delivery is made in full, to pledge, repledge, hypothecate, or rehypothecate, without notice, any or all securities which you or your clearing agent may hold for me, separately or in common with other securities or commodities or any other property, for the sum then due or for a greater or lesser sum and without retaining in your possession and control for delivery a like amount of similar securities.

B. To sell any or all securities which you or your clearing agent may hold for me, to buy any or all securities required to make delivery for my account, or to cancel any or all outstanding orders or commitments for my account.

### 2. CANCELLATION PROVISIONS

You are authorized, in your discretion, should I die or should you for any reason whatever deem it necessary for your protection, without notice, to cancel any outstanding orders in order to close out my accounts, in whole or in part, or to close out any of the commitments made on my behalf.

### 3. GENERAL PROVISIONS

Any sale, purchase, or cancellation authorized hereby may be made according to your judgment and at your discretion on the exchange or other market where such business is then usually transacted, at public auction, or at private sale without advertising the same and without any notice, prior to tender, demand, or call. You may purchase the whole or any part of such securities free from any right of redemption, and I shall remain liable for any deficiency. It is further understood that any notice, prior to tender, demand, or call, from you shall not be considered a waiver of any provision of this agreement. I shall include any person executing this agreement. With my signature on this document, I authorize any free credit balance in my account to be automatically invested into the sweep product elected, unless I instruct my Broker-Dealer differently. Pershing LLC is further authorized to rely on instructions that I give to my financial organization regarding my sweep elections. I agree, that my sweep option may be changed, including changes between money market funds and bank deposit products, with prior notification to me.

### 4. SUCCESSORS

This agreement and its provisions shall be continuous, and shall inure to the benefit of your present organization, and any successor organization or assigns, and shall be binding upon me and/or the estate, executors, administrators, and assigns of my account.

### 5. AGE

I, if an individual, represent that I am of full age.

### 6. INTEREST IN ACCOUNT

No one except me has an interest in any of my accounts with you unless such interest is revealed in the title of such account, and in any case, I have the interest indicated in such title.

### 7. ORDERS AND STATEMENTS

Reports of the execution of orders and statements of my account shall be conclusive if not objected to in writing, the former within two days and the latter within 10 days, after forwarding by you to me by mail or otherwise.

### 8. EXTRAORDINARY EVENTS

You shall not be liable for loss or delay caused directly or indirectly by war, natural disasters, government restrictions, exchange, or market rulings, or other conditions beyond your control.

### 9. FEES AND CHARGES

I agree to the fees and charges on the fee schedule received by me. You may change the fee schedule from time to time.

10. ADDRESS

Communications may be sent to me at my current address which is on file at your office, or at such other address as I may hereafter give you in writing. All communications so sent, whether by mail, electronically, or otherwise, shall be deemed given to me personally, whether actually received or not.

11. RECORDING CONVERSATIONS

I understand and agree that for our mutual protection you may electronically record any of my telephone conversations.

12. ARBITRATION DISCLOSURES

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.
- ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
- THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS, AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
- THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD, UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.
- THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

- THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
- THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

13. ARBITRATION AGREEMENT

ANY CONTROVERSY BETWEEN YOU OR PERSHING (SATURNA'S CLEARING BROKER) AND SATURNA BROKERAGE SERVICES SHALL BE SUBMITTED TO ARBITRATION BEFORE AND ONLY BEFORE THE FINANCIAL INDUSTRY REGULATORY AUTHORITY. NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL; (I) THE CLASS CERTIFICATION IS DENIED; (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN. THE LAWS OF THE STATE OF WASHINGTON GOVERN.

Primary Owner or Custodian

Print Name

Date (MM-DD-YYYY):

Signature

Please note: Saturna cannot accept digital signatures.

For Broker-Dealer Use Only

Investment Professional Printed Name

Date (MM-DD-YYYY):

Signature

Principal Printed Name

Date (MM-DD-YYYY):

Signature

# Traditional Individual Retirement Trust Account

Do not file  
with the Internal  
Revenue Service

(Under section 408(a) of the Internal Revenue Code)

Name of grantor	Date of birth of grantor	Account number
Address of grantor		Check if amendment <input type="checkbox"/>
Name of trustee	Address or principal place of business of trustee	
Saturna Trust Company	1300 N. State St., Bellingham, WA 98225	

The grantor named above is establishing a traditional individual retirement account under section 408(a) to provide for his or her retirement and for the support of his or her beneficiaries after death.

The trustee named above has given the grantor the disclosure statement required by Regulations section 1.408-6.

The grantor has assigned the trust \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in cash.

The grantor and the trustee make the following agreement.

### Article I

Except in the case of a rollover contribution described in section 402(c), 403(a)(4), 403(b)(8), 408(d)(3), or 457(e)(16), an employer contribution to a simplified employee pension plan as described in section 408(k) or a recharacterized contribution described in section 408A(d)(6), the trustee will accept only cash contributions up to \$5,500 per year for 2013 through 2017. For individuals who have reached the age of 50 by the end of the year, the contribution limit is increased to \$6,500 per year for 2013 through 2017. For years after 2017, these limits will be increased to reflect a cost-of-living adjustment, if any.

### Article II

The grantor's interest in the balance in the trust account is nonforfeitable.

### Article III

1. No part of the trust account funds may be invested in life insurance contracts, nor may the assets of the trust account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).
2. No part of the trust account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

### Article IV

1. Notwithstanding any provision of this agreement to the contrary, the distribution of the grantor's interest in the trust account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.
2. The grantor's entire interest in the trust account must be, or begin to be, distributed not later than the grantor's required beginning date, April 1 following the calendar year in which the grantor reaches age 70½. By that date, the grantor may elect, in a manner acceptable to the trustee, to have the balance in the trust account distributed in:
  - (a) A single sum or
  - (b) Payments over a period not longer than the life of the grantor or the joint lives of the grantor and his or her designated beneficiary.
3. If the grantor dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
  - (a) If the grantor dies on or after the required beginning date and:
    - (i) The designated beneficiary is the grantor's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy, as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.
    - (ii) The designated beneficiary is not the grantor's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the grantor and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
    - (iii) There is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the grantor as determined in the year of the grantor's death and reduced by 1 for each subsequent year.
  - (b) If the grantor dies before the required beginning date, the remaining interest will be distributed in accordance with paragraph (i) below or, if elected or there is no designated beneficiary, in accordance with paragraph (ii) below:
4. If the grantor dies before his or her entire interest has been distributed and if the designated beneficiary is not the grantor's surviving spouse, no additional contributions may be accepted in the account.
  - (i) The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the grantor's death. If, however, the designated beneficiary is the grantor's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the grantor would have reached age 70½. But, in such case, if the grantor's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with paragraph (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with paragraph (ii) below if there is no such designated beneficiary.
  - (ii) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the grantor's death.
5. The minimum amount that must be distributed each year, beginning with the year containing the grantor's required beginning date, is known as the "required minimum distribution" and is determined as follows.

(a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the grantor reaches age 70½, is the grantor's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the grantor's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the grantor's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the grantor's (or, if applicable, the grantor and spouse's) attained age (or ages) in the year.

(b) The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the grantor's death (or the year the grantor would have reached age 70½, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).

(c) The required minimum distribution for the year the grantor reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

6. The owner of two or more traditional IRAs may satisfy the minimum distribution requirements described above by taking from one traditional IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

Article V

1. The grantor agrees to provide the trustee with all information necessary to prepare any reports required by section 408(i) and Regulations sections 1.408-5 and 1.408-6.

2. The trustee agrees to submit to the Internal Revenue Service (IRS) and grantor the reports prescribed by the IRS.

Article VI

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles inconsistent with section 408(a) and the related regulations will be invalid.

Article VII

This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments may be made with the consent of the persons whose signatures appear below.

Article VIII

Article VIII may be used for any additional provisions. If no other provisions will be added, draw a line through this space. If provisions are added, they must comply with applicable requirements of state law and the Internal Revenue Code and may not imply that they have been reviewed or pre-approved by the IRS.

Grantor's signature ..... Date .....
Trustee's signature ..... Date .....
Witness' signature ..... Date .....
(Use only if signature of the grantor or the trustee is required to be witnessed.)

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 5305 is a model trust account agreement that meets the requirements of section 408(a). However, only Articles I through VII have been reviewed by the IRS. A traditional individual retirement account (traditional IRA) is established after the form is fully executed by both the individual (grantor) and the trustee. To make a regular contribution to a traditional IRA for a year, the IRA must be established no later than the due date (excluding extensions) of the individual's income tax return for the year. This account must be created in the United States for the exclusive benefit of the grantor and his or her beneficiaries.

Do not file Form 5305 with the IRS. Instead, keep it with your records.

For more information on IRAs, including the required disclosures the trustee must give the grantor, see Pub. 590-A, Contributions to Individual Retirement Arrangements (IRAs), and Pub. 590-B, Distributions from Individual Retirement Arrangements (IRAs).

Definitions

Trustee. The trustee must be a bank or savings and loan association, as defined in section 408(n), or any person who has the approval of the IRS to act as trustee.

Grantor. The grantor is the person who establishes the trust account.

Traditional IRA for Nonworking Spouse

Form 5305 may be used to establish the IRA trust for a nonworking spouse.

Contributions to an IRA trust account for a nonworking spouse must be made to a

separate IRA trust account established by the nonworking spouse.

Specific Instructions

Article IV. Distributions made under this article may be made in a single sum, periodic payment, or a combination of both. The distribution option should be reviewed in the year the grantor reaches age 70½ to ensure that the requirements of section 408(a)(6) have been met.

Article VIII. Article VIII and any that follow it may incorporate additional provisions that are agreed to by the grantor and trustee to complete the agreement. They may include, for example, definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the trustee, trustee's fees, state law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the grantor, etc. Attach additional pages if necessary.