

# EQUITY TRUST COMPANY

## *Commodity/Futures*

P.O. BOX 1529 • ELYRIA, OHIO 44035 • PHONE: (440) 323-5491 • FAX: (440) 366-3752 • WWW.TRUSTETC.COM • EMAIL: HELP@TRUSTETC.COM

Client Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

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

I am directing Equity Trust Company ("Equity Trust"), Custodian of Individual Retirement Accounts, to open, on my behalf, a futures or currency trading account ("Investment Account") with \_\_\_\_\_, a Futures Commissions Merchant, Introducing Broker, Commodity Trading Advisor, Investment Advisor or Investment Firm.

*Please read and initial*

\_\_\_\_\_ I understand that I am directing Equity Trust to open a Futures or Currency Trading account for my Self Directed IRA. I understand that Equity Trust is acting solely as a passive custodian for my retirement account and has no discretionary control of or authority over my account in terms of the investments or transfers made in this account or the individuals, or firms with which my account is traded, or the management or administration of the investments made.

\_\_\_\_\_ I understand that as a passive IRA custodian, Equity Trust has not and will not offer me any investments or investment advice. I have made the decision to purchase these investments on my own and understand that Equity Trust does not review any investments for personal or legal suitability.

\_\_\_\_\_ I have reviewed the Futures Commissions Merchant, Introducing Broker, Commodity Trading Advisor, Investment Advisor or Investment Firm's documents required to open an Investment Account with them and acknowledge that both my IRA and I meet all requirements to do so. I understand that any agreement entered into on behalf of my IRA by Equity Trust shall only apply to the Custodian, in its role as Custodian, and that all duties and responsibilities listed by Equity Trust in said documents apply only to me and that it is my personal responsibility to perform these duties and meet these requirements.

\_\_\_\_\_ I have reviewed all pertinent information regarding this investment and its advisors and I acknowledge that I meet all suitability requirements and that this investment does not constitute a prohibited transaction as defined in Internal Revenue Code 4975. I also understand that certain transactions made by my IRA may cause the IRA to lose its tax-exempt status and may create taxable income under section 511 of the code. I further warrant that I will review each transaction within the account to determine its suitability with the code. I also understand that Equity Trust does not give legal or tax advice nor assumes any liability whatsoever and that I should consult professionals in their respective fields when necessary.

\_\_\_\_\_ I understand this type of investment is highly speculative and risky. I have reviewed the investment and acknowledge that the investment is prudent and that it is suitable for my retirement objectives.

\_\_\_\_\_ I understand that, to the extent funds are available, Equity Trust will promptly pay any or all amounts held by the account to applicable parties which may request funds to satisfy margin calls, deficit balances, or other obligations arising from the operation of the Investment Account, without prior notice to the undersigned. I further agree that no liability shall be asserted against Equity Trust for refusing to pay any broker or other party if cleared funds are not available in the account.

\_\_\_\_ Equity Trust shall have no liability for any action taken or omitted to be taken as a result of its reasonable reliance upon instructions or information provided by the broker or any other party authorized by you to act or direct transactions on behalf of your account and Equity Trust is hereby released from all such liability. The undersigned hereby indemnifies Equity Trust, its shareholders, directors, officers, employees, and their successors and assigns from and against all claims, demands, proceedings, actions, liabilities, expenses, and costs arising out of the fulfillment of Equity Trust's duties listed in this agreement, the IRA Adoption Agreement, and any direction of investment.

\_\_\_\_ To ensure available funds in the case of margin calls, deficit balances, or other obligations arising from the operation of the Investment Account, the undersigned acknowledges and guarantees that no less than 5% of the assets in the IRA, not to exceed \$10,000, will remain invested in liquid assets and will not be committed for the purpose of trading Futures, Commodities and/or Foreign Currency at any given time. I understand this percentage may be changed by Equity Trust at any time.

\_\_\_\_ I understand that the Futures Commissions Merchant, Introducing Broker, Commodity Trading Advisor, Investment Advisor or Investment Firm will supply me with statements showing all activity within my account.

\_\_\_\_ I understand that it is Equity Trust's responsibility to report only the beginning and ending quarterly balances for this account and that Equity Trust will be relying on reports supplied by the Futures Commissions Merchant, Introducing Broker, Commodity Trading Advisor, Investment Advisor, Investment Firm, or by the undersigned to make this valuation.

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Futures Commission Merchant, Introducing Broker, or Trading Advisor Firm Name

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Broker's Name

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Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Phone

(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Fax

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_