



Account Number \_\_\_\_\_

Rep ID \_\_\_\_\_ Alternate Branch \_\_\_\_\_

**RETIREMENT CHECK WRITING APPLICATION**

**CLIENT INFORMATION**

Name and Address	<input type="checkbox"/> IR – IRA	<input type="checkbox"/> IP – SEP/IRA
	<input type="checkbox"/> IS – SARSEP/IRA	<input type="checkbox"/> RR – Segregated IRA
	<input type="checkbox"/> SP – SEP	<input type="checkbox"/> SR – SIMPLE IRA
	<input type="checkbox"/> SS - SARSEP	

**CHECK INFORMATION**

Name and Address on Checks (Must be identical to RBC Capital Markets, LLC IRA/SEP account name)	Telephone Number (list only if you desire on checks)
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**CLIENT AGREEMENT**

I (the "Client") hereby request that RBC Correspondent Services, a division of RBC Capital Markets, LLC ("RBC CM"), Member NYSE/FINRA/SIPC, allow me to participate in the Check Program as described in this application and forward checks in my name and as it appears above. I agree to abide by the terms and conditions set forth in this agreement.

By signing this document I understand and agree that:

- Each check drawn from this account is a distribution from my retirement account and is a taxable event to me in the year my check clears the retirement account.
- Taxes will not be withheld.
- I will not write a check for more than the cash balance in the account listed above.
- I will pay check reorder charges if I order checks more frequently than every 24 months or misuse this feature as stated in paragraph 1 of Terms and Conditions herein.
- I have read and received a copy of this agreement.
- **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.

The Client agrees that any controversy arising out of or relating directly or indirectly to this Agreement, or any investment by the Client hereunder, or with respect to transactions of any kind executed by or with RBC CM, its officers, directors, agents, employees, or affiliate, or with respect to this Agreement or any other agreements entered into with RBC CM relating to the Accounts with RBC CM or the breach thereof, shall be settled by arbitration pursuant to the Federal Arbitration Act and in accordance with the rules, then in effect, of the Financial Industry Regulatory Authority. Notice preliminary to, in conjunction with or incident to arbitration, may be sent to the Client by mail and personal service is hereby waived. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration 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 request for 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.

**SIGNATURES**

Client Signature	Date	Print Name
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**RETIREMENT CHECK WRITING APPLICATION****TERMS AND CONDITIONS**

**1. Purpose of the program.** The Check Program is offered to allow individuals age 59 ½ and older the ability to take distributions as they need them and to take distributions required under the minimum distribution rules. It is intended to be used no more than once a month. It is not intended to be considered a household checking account. It is to be used by the IRA Owner only. My spouse or beneficiary cannot use the Check Program feature. This program is available only to residents of the United States and United States possessions. Misuse of the Check Program will result in the termination of the Check feature.

**2. Authorized Limit and JPMorgan Chase & Co. Presentation of Charges to RBC CM.** I understand that the aggregate amount available at any time for check transactions (the "Authorized Limit") shall be the total of the uninvested balance of my account. I understand that because my Authorized Limit is dependent upon the status of clearance of checks deposited by me to the account, and the status of transactions by me in the account (including but not limited to the clearance of checks), my Authorized Limit will fluctuate from day to day. RBC CM will not liquidate account holdings to meet the payment of checks unless instructed by the account owner as provided under the terms of the retirement plan document.

The term "check(s)" as used in this agreement is defined as bank drafts drawn on the account held at JPMorgan Chase & Co. ("JPMorgan"). I authorize RBC CM to distribute from my account and reimburse JPMorgan daily for the amount of all checks paid on my behalf by JPMorgan or its agents. RBC CM will make such reimbursement payments, however, only to the extent of my Authorized Limit on that day. I also understand and agree that RBC CM will make all reimbursement payments to JPMorgan in federal funds on the day it receives notification from JPMorgan of the payment of a check, and I hereby authorize RBC CM to automatically debit my account on such dates. I further agree to maintain sufficient assets in my account so as to insure that my Authorized Limit is sufficient to cover all checks that I write both on the day that I write the check and on the date for payment of such charges. I understand that if my Authorized Limit is insufficient to cover a check written on my retirement account, RBC CM will not make a distribution from my retirement account and will notify JPMorgan to dishonor the check.

**3. Restrictions on Withdrawals.** I understand that I may write checks only in amounts that are within my Authorized Limit. I also understand that my checks may not be certified, and that the proceeds of my checks will not be mailed or wired in accordance with my instructions or made available to me until after 12:00 noon on the next business day following the date on which the check was presented to or made available to JPMorgan. An excessive number of checks during any month is inconsistent with the purposes of the Check Program, and RBC CM may terminate my participation in the Check Program if, in RBC CM's sole judgment, it appears that the number of check transactions under the Check Program is excessive. Excessive is defined as more than one check per month. The checks may otherwise be used in the same manner as described herein, and are subject to the normal procedures, rules and regulations applicable to checks payable or through JPMorgan.

The Check Program can be used for receiving normal distributions. The checkwriting feature cannot be used to:

- transfer, rollover or close my account
- remove an excess contribution
- return an annual contribution
- receive disability distributions
- receive substantially equal payments provided for under IRS Code Section 72(t)(2)(A)(IV)
- pay closing or annual fees
- pay investment advisor management fees

**4. Debits and Charges.** I understand and agree that as a consequence of this application and my participation in the Check Program, RBC CM will automatically reimburse itself for any amounts I owe RBC CM for:

- securities purchases I make or order
- other debits to my account and any other amounts I may owe to RBC CM including all customary transactional and brokerage fees incurred in the use of my account, and interest on any of the foregoing, without any specific instructions from me.

I hereby authorize and direct RBC CM to make such payments, to the extent that sufficient funds can be provided from the Money Market Fund (MMF) balance, if any, held in my account pending investment. Of course, each payment by RBC CM to JPMorgan or itself reduces my Authorized Limit by the amount of said payment. RBC CM shall be entitled to reimburse itself in full for all amounts I owe before reimbursing JPMorgan for any amounts I owe to JPMorgan.

**5. Securities Account.** In purchasing or selling securities for me, RBC CM shall act as my broker. All transactions made for me under this agreement shall be subject, where applicable, to the provisions of the Securities and Exchange Commission, the Board of Governors of the Federal Reserve System and to the rules and regulations, customs and usages of the exchange or market where my orders are executed, as the same may be amended or supplemented from time to time. Whenever any statute shall be enacted or whenever any rule or regulation shall be issued or promulgated by any governmental agency, exchange, board or market which shall be applicable to and affect in any manner or be inconsistent with any of the provisions hereof, the provisions of this agreement and the provisions as so modified or superseded shall continue and be in full force and effect. Every order I give RBC CM for the sale or purchase of securities contemplates an actual sale or purchase.

**6. Fees and interest Charges.** I understand that RBC CM will charge me for check stop payment orders. Accounts which do not have funds to cover the check will be returned NSF (insufficient funds). An NSF charge will be charged to my IRA. I understand that RBC CM's usual and customary brokerage and transactions fees will be charged for transactions in my retirement plan Account. Service request fees and NSF charges will be charged to my retirement plan Account and will be considered a taxable distribution from my retirement plan.

Check order charge costs will be absorbed by RBC CM as long as no more than one (1) check is used each month.

**RETIREMENT CHECK WRITING APPLICATION****TERMS AND CONDITIONS CONTINUED**

**7. Periodic Reports.** I understand that for each month in which there is activity in my account, I will receive a transaction statement from RBC CM which will set out:

- all securities bought or sold in my account
- any other charges or fees charged against my account during that month

I UNDERSTAND THAT I SHOULD REVIEW STATEMENTS OF MY ACCOUNTS CAREFULLY AND THAT STATEMENTS OF MY ACCOUNT SHALL BE CONCLUSIVE IF NOT OBJECTED TO IN WRITING WITHIN TEN (10) BUSINESS DAYS AFTER FORWARDING BY RBC CM TO ME BY MAIL OR OTHERWISE.

**8. Communications.** Communications may be sent to me at the address on my account, or at such other address as I may hereafter give to RBC CM in writing, and all communications, by mail, telegraph, messenger or otherwise shall be deemed given to the undersigned personally, whether actually received or not.

**9. Termination of Accounts.** I may terminate my participation in the Check Program, including my account, at any time upon written notice to RBC CM. I also understand that RBC CM may terminate my participation in the Program, including my account, at any time at RBC CM's discretion upon written notice to me. I understand that I will remain responsible for any charges to my account and any outstanding check transactions, whether arising before or after my termination, despite any termination of my participation in the Program by RBC CM or myself, and I further agree that in the event of my termination, RBC CM may withhold from the assets then in my account such amount as RBC CM may reasonably believe necessary to pay any amounts owing to RBC CM. If my participation in the Program is terminated, by either me or RBC CM, I will promptly return all unused checks to RBC CM, P.O. Box 1510, Minneapolis, MN 55440. Failure to return such checks to RBC CM may result in a delay in complying with the instructions as to the disposition of assets in my account.

**10. Liability for Costs of Collection-Account Liability.** I agree to pay RBC CM reasonable cost and expenses of collection, including reasonable attorney's fees, for the amount I may owe to RBC CM as a result of my participation in the Program, including any unpaid balance in my account.

**11. Indemnity.** I agree that I will be personally responsible for, and I hereby indemnify RBC CM against, any losses in connection with any and all Check Program transactions (including but not limited to brokerage transactions, check transactions and all other Program transactions) effected by any person signing this application form or any person to whom I give authority to use my account on my behalf through a power of attorney.

**12. Continuity of Agreement.** This agreement and its enforcement shall be governed by the laws of the State of Minnesota (exclusive of that State's choice-of-law rules) and its provisions shall be continuous, shall cover individually and collectively all accounts which I may open or reopen with RBC CM, and shall inure to the benefit of RBC CM, and any successor organization, irrespective of any change or changes at any time in personnel thereof for any cause whatsoever, and of the assignee of RBC CM's present organization, or any successor organization, and shall be binding upon me, my estate and my executors, administrators and assigns.

**13. Written Consent Required for Waiver or Modifications.** Except as herein otherwise expressly provided, no provision of this Agreement shall in any respect be waived, altered, modified or amended unless such waiver, alteration, modification or amendment be committed in writing and signed by an authorized officer of RBC CM. If any provision of this agreement is held to be unenforceable, such determination shall not affect the validity of the remaining portions of the Agreement.

**14. Authorization to Change Service Providers; Termination of Services.** RBC CM may select persons other than JPMorgan to provide any of the services described as provided by JPMorgan in this Agreement. From and after the date on which I am notified in writing that some other party has substituted for JPMorgan, all references to the party for whom a new provider is substituted shall be read as references to that new provider. RBC CM may also decide at any time to terminate my ability to write checks, and I agree to surrender all unused checks to RBC CM immediately upon being informed of such termination. RBC CM may change any terms and conditions applicable to my account at any time by sending written notice of the change. My use of the checks after the effective date specified by RBC CM for any such change shall constitute my consent to such change. My account is subject to all terms and conditions included on both pages of this agreement or incorporated by reference herein. By executing this agreement, I acknowledge receipt of a copy of this contract, with all blanks filled in.

**15. Withholding.** I elect that no taxes will be withheld on checks written for distributions.

**16. Reporting to the IRS.** The day the check clears will determine the distribution date. Checks written in December and cleared the following January will reflect as a January distribution.

**17. Balance inquiries.** Answers to questions or information about this program may be obtained from my Financial Advisor.