



# Individual Retirement Account (IRA) Checking Application

PO Box 2760 ■ Omaha, NE 68103-2760  
Fax: 866-468-6268

(Available for Traditional, Roth, Rollover,  
Beneficiary, SIMPLE, and SEP IRAs)

**Questions? Call a Banking Services representative at 888-723-8504 option 6.**

If you are age 59½ or older, you can begin to take distributions from your IRA without a penalty. And with a TD Ameritrade IRA, you can do this simply by writing a check.

- SIMPLE IRAs must be open and funded for a minimum of two years before they become eligible for checking.
- Beneficiary IRAs do not have a minimum age requirement of 59½. You may apply for checking at any time.
- Roth IRAs must be open for a minimum of five years in addition to the standard age requirement.

Please review check fee schedule for details at [tdameritrade.com/pricing/brokerage-fees.page](http://tdameritrade.com/pricing/brokerage-fees.page).

## 1. ACCOUNT INFORMATION

Account Number:

Account Owner:

## 2. TAX WITHHOLDING ELECTION

I understand that by enrolling in IRA Checking, I am electing out of federal and state tax withholding on each IRA check distribution. (See IRA Checking Agreement for details.)

## 3. CHECK BOOK ORDER (OPTIONAL)

Please check here to receive a check book

**Note:** If you have a traditional IRA, you can only contribute up to the year you turn 70½. If you have a Roth IRA, you can continue to contribute as long as you have earned income.

## 4. AUTHORIZATION

I hereby acknowledge that I have read and agree to the IRA Checking Agreement presented on the following pages. I further agree that until this authorization is revoked in writing and received by TD Ameritrade, TD Ameritrade may charge my account in the amount of all checks written by authorized users. This Agreement supplements the TD Ameritrade Client Agreement previously provided to me. I further agree to hold harmless and to fully indemnify and defend at my own cost, expense, and risk TD Ameritrade, its affiliates, and their respective officers, employees, and agents, from any third-party claim, demand, liability, loss or damage, or judgment, including costs of legal defense, which shall include attorney fees, arising out of this agreement excluding claims for damages resulting from the gross negligence of TD Ameritrade. I acknowledge and understand that any distributions from my IRA may be subject to ordinary income tax. This agreement contains my election not to have income tax withholding apply to check distributions, as further described in the Agreement, and I hereby acknowledge having read and understood the Notice of Tax Withholding on IRA Payments therein.

**By signing this agreement, I authorize TD Ameritrade to cancel or discontinue any other checking program on this account.**

 Account Owner's Signature:	Date:
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**Note:** Funds deposited by check are not available to be drawn against for four business days.

Investment Products: Not FDIC Insured \* No Bank Guarantee \* May Lose Value

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## IRA CHECKING AGREEMENT

### Description of IRA Checking

The IRA Checking service permits me to write Checks to access my eligible Individual Retirement Account (IRA).

### Definitions

"I," "me," "my," or "account owner" means the account owner who signs the IRA Checking application. "You," "your," or "TD Ameritrade" means TD Ameritrade, Inc., a wholly owned subsidiary of TD Ameritrade Holding Corporation. "Bank" means TD Bank USA, N.A., a subsidiary of Toronto-Dominion Bank. TD Ameritrade, Inc. and TD Bank USA, N.A. are affiliated through their respective parent companies. "Designated Sweep Account" means the sweep vehicle that I have designated on my account application for holding uninvested cash balances. "Brokerage Account" means the securities brokerage account opened in my name at TD Ameritrade, Inc. and includes my Designated Sweep Account. "Check(s)" means checks which are issued to me and which are drawn on my Brokerage Account. "Available Cash Balance" means amounts held in my Designated Sweep Account and any additional amounts held in any other Money Market Mutual Fund(s) included in my Brokerage Account. "Electronic Fund Transfer" means any transfer of funds where a Check draft or similar paper instrument is used as a source of information for the purpose of ordering, instructing, or authorizing the Bank to debit or credit my Brokerage Account.

### Checks

I understand that I may write Checks on my Brokerage Account in U.S. dollars. I understand that my Checks are provided to me by TD Ameritrade and not by the Bank. I understand that the Checks are drawn against my Brokerage Account, and are not drawn on an account in my name at the Bank although they are payable through the Bank. I understand that IRA Checking is not intended as a substitute for a traditional checking account, and you reserve the right to limit the number of Checks written. You may refuse to pay a Check or other item which: (1) is illegible; (2) is drawn in an amount greater than the amount of funds then available for withdrawal in my Brokerage Account or which would, if paid, create an overdraft; (3) bears a duplicate Check number; (4) you believe has been altered; (5) you believe does not bear an authorized signature. You are not required to honor any restrictive legend on Checks I write unless you have agreed in writing to the restriction.

I agree that when I write a Check I will not date the Check in the future. If I do and the Check is presented for payment before the date of the Check, you may either pay it or return it unpaid. I agree that if you pay the Check, the Check will be posted to my Brokerage Account on the day you pay it. I further agree that you are not responsible for any loss to me in doing so.

In order for me to stop payment on any Check, I must notify you of the exact amount of the Check, the number, date, and payee of the Check, and my Brokerage Account number. If such notification is made orally, it will be valid for 14 days unless confirmed in writing. A written stop payment order is effective for six months. If any information I supply you is not correct or provided to TD Ameritrade in a manner that does not provide TD Ameritrade reasonable opportunity to stop payment of the Check, or if I do not promptly comply with a request for other reasonable information about the Check, you will not be responsible if the Check is not stopped. I agree to review statements and imaged copies of paid Checks. I agree to report forgeries, alterations, missing signatures, amounts differing from my records, or other information that might lead me to conclude that the Check was forged or that, when you paid the Check, the proper amount was not paid, or it was not paid to the proper person. I will notify you as soon as possible if I think there is a problem.

Applicable law and this Agreement require me to discover and report an error in payment of a Check within specific time periods. I agree that statements of any images of paid Checks accompanying the statement shall be deemed to be "available" to me as of the statement mailing date.

If I claim that an item was not properly payable because, for example, the item was forged or an endorsement was forged, I must cooperate with you and assist you in seeking criminal and civil penalties against the person responsible. I must file reports and complaints with the appropriate law enforcement authorities. If you ask me, I also must give you a statement, under oath, about the facts and circumstances relating to my claim. If I fail or refuse to do these things, you will consider that I have ratified the defect in the item and agree that you may charge the full amount of the item to my Brokerage Account.

I agree to notify you as soon as possible if I believe there is an error, forgery, or other problem with the information shown on my statement. I agree that fourteen (14) calendar days after you mail a statement is a reasonable amount of time for me to review my statement and report any errors, forgeries, or other problems. In addition, I agree not to assert a claim against you concerning any error, forgery, or other problem relating to a matter shown on a statement unless I notified you of the error, forgery, or other problem within thirty (30) calendar days after you mailed me the statement. This means, for example, that I cannot bring a lawsuit against you, even if you are at fault, for paying Checks bearing a forgery of my signature unless I reported the forgery within thirty (30) calendar days after you mailed me the statement listing the Check you paid.

You may destroy original Checks not less than thirty (30) calendar days after the statement mailing date. You will retain copies of the front and back of the Checks on electronic media for a period of seven (7) years. During that period, you will provide an imaged copy of any paid Check on request, but you need not do so thereafter. I agree not to make any claim against you arising out of the authorized destruction of my original Checks or the clarity or legibility of any copy you provide.

All Checks presented for payment must be in a form supplied by or previously approved by you. You may refuse to accept any Check that does not meet this requirement or which is incompletely or defectively drawn. Once an outstanding Check is six (6) months old, you may elect not to pay it. But if there is no stop payment order on file when you receive the Check for payment, you may elect to pay it in good faith without consulting me. I agree that I will use care in safeguarding my unsigned Checks against loss or theft. I agree to assume all losses that could have been prevented if I had safeguarded unsigned (or otherwise incomplete) Checks, or had told you they were missing.

I acknowledge that the Checks issued pursuant to this Agreement are for my exclusive use, and I accordingly agree to use reasonable care to safeguard them and limit access to them. I will not issue any Checks in excess of my Available Cash Balance or Available Margin Credit (as applicable). Checks that would cause me to exceed the Available Cash Balances in my Brokerage Account and any Available Margin Credit may not be honored. I acknowledge and agree that I will have sole liability for all transactions made through the use of the Checks. I also agree to pay the reasonable costs and expenses of collection of any unpaid balance in connection with Checking including, but not limited to, attorneys' fees involved in such collection to the extent provided by law.

I understand I may authorize a merchant or other payee to make a one-time electronic payment from my Brokerage Account using information from my Check. My rights and responsibilities regarding errors or questions about transactions through the use of electronic Checks are discussed below.

Fees may be imposed or changed for Check reorders, stop payments, Returned Checks, and any other special services.

I agree to indemnify and hold you and your affiliates harmless from and against any losses arising out of or relating to: (1) the processing, clearing, payment, or dishonor of any Check written or authorized by me; and (2) any actions in stopping, or failing to stop, payment on a Check.

### **Rights and Responsibilities Regarding Electronic Checks and Fund Transfers**

*Errors or Questions About Transactions* – I will call Client Services (1-800-669-3900) at once if I think my statement or transaction record is wrong or if I need more information about a transaction listed on my statement or transaction record. TD Ameritrade must hear from me not later than 60 days after the date I've been sent **the first** statement on which the problem or error appeared. If I tell you orally, I understand that you may require that I send you my complaint or question in writing within 10 business days to: **200 South 108 Ave, Omaha, NE 68154-2631**. "Business days" is defined as Monday-Friday, excluding federal holidays.

You will need the following information: (1) my name, Brokerage Account number; (2) a description of the error or transaction I am unsure about, in which I will explain as clearly as I can why I believe it is an error or why I need more information; and (3) the date and dollar amount of the transaction or suspected error. You may also require that my letter be notarized. You will tell me the results of your investigation within 10 business days after you hear from me and you will correct any error promptly. If you need more time, however, you may take up to 45 days (90 calendar days if the transfer involved a merchant transaction or a foreign-initiated transfer) to investigate my complaint or question. If you need more time, you will recredit my account within 10 business days for the amount I think is in error, so that I will have the use of the money during the time it takes for you to complete your investigation. If you ask me to put my complaint or questions in writing and you do not receive it within 10 business days, you are not required to recredit my account. If you decide there was no error, you will send me a written explanation within three business days after you complete your investigation. I may ask for copies of the documents used in your investigation.

*Loss, Theft, or Unauthorized Transfers* – I will tell you AT ONCE if I believe that an electronic fund transfer has been made without my permission using information from my Check. Telephoning is the best way to minimize losses. A problem can be reported by calling Client Services at 1-800-669-3900.

*Liability in Case of Loss, Theft, or Unauthorized Transfers* – I understand that the loss, theft, or unauthorized use of my Checks to complete electronic fund transfers could cause me to lose all of the cash assets available in my Brokerage Account and could generate a loan against my Available Margin Credit. However, if I tell you within two business days after I learn of the loss or theft of my Check information, I can lose no more than \$50 if someone used my Check information to complete an Electronic Fund Transfer without my permission. If I do NOT tell you within two business days after I learn of the loss or theft of my Check information, and you can prove they could have stopped someone from using my Check information to complete an Electronic Fund Transfer without my permission if I had told you, I could lose as much as \$500. Also, if my statement shows transfers that I did not make, I will tell you AT ONCE. If I do not tell you within 60 days after the statement was mailed to me, I may not get back any money I lost after the 60 days if you can prove that you could have stopped someone from taking the money if I had told you in time. If a good reason (such as a long trip or a hospital stay) kept me from telling you, the time period may be extended.

*Liability for Failure to Complete Transactions* – If an electronic transfer is not completed on time or in the correct amount according to the agreements governing this service, you may be liable for resulting losses or damages. However, there are some exceptions. For instance, TD Ameritrade (and the Bank) will not be liable if: (a) through no fault of yours, the amount of the transfer would exceed my Available Cash Balances or Available Margin Credit if applicable; (b) circumstances beyond your control (such as fire or flood) prevent the transfer, despite reasonable precautions that were taken; or (c) as provided by applicable law.

### **Liability**

I acknowledge that the Checks issued pursuant to this Agreement are for my exclusive use, and I accordingly agree to use reasonable care to safeguard them and limit access to them. I will not issue any Checks in excess of my Available Cash Balance. Checks that would cause me to exceed my Available Cash Balance in my Brokerage Account may not be honored. I acknowledge and agree that I will have sole liability for all transactions made through the use of the Checks. I also agree to pay the reasonable costs and expenses of collection of any unpaid balance due in connection with IRA Checking including, but not limited to, attorneys' fees involved in such collection to the extent provided by law.

### **Termination of Service**

I may terminate this service at any time by giving TD Ameritrade written notice. TD Ameritrade may terminate my use of the IRA Checking service at any time and for any reason at its sole discretion. Closing my account or termination of the service will not affect any rights and obligations incurred prior to closing or termination, including my obligation to pay Checks or other charges. Upon termination of the service for any reason, I agree that I will destroy all unused Checks in my possession.

### **Disclosure of Account Information to Third Parties**

I understand that TD Ameritrade (and the Bank) may disclose information to third parties about my account or my transactions: (1) when it is necessary for completing transactions; (2) to verify the existence and condition of my account for a third party, such as a credit bureau or merchant; (3) to comply with a government agency or court order, or as otherwise required by law; (4) if I give you my permission; and (5) as otherwise authorized in this Agreement. I further understand that this information may be shared by TD Ameritrade and its affiliates to determine my eligibility for other products and services they may offer. I may opt out of such information sharing by providing you with written notification.

### **My Right to Receive Documentation**

A summary of my Electronic Fund Transfer activity will be included in my monthly statement. I may request additional documentation by calling Client Services.

### **Changes to These Rights and Responsibilities**

From time to time, the rights and responsibilities in connection with electronic transfers may change. TD Ameritrade will notify me, as required by law, of any changes; however, TD Ameritrade is not required to notify me in advance if the change is necessary for security reasons.

### **Refusal to Honor Checks**

TD Ameritrade is not responsible for any person's action in refusing to honor or accept my Checks, or for any person's action in taking possession of my Checks.

**Payment of Items**

I understand that all Brokerage Account Checks that I write, will be accumulated daily, and charged to my Account in any order you choose and that you will promptly pay each on my behalf to the extent that sufficient funds can be provided from the Available Cash Balance in my Brokerage Account. I understand that any money transfers into my Brokerage Account will not be available for withdrawal for up to four business days following the day of the transfer.

**Security Interest**

As security for any indebtedness or obligation I have incurred to you in connection with the service, I grant TD Ameritrade a security interest in any and all securities or property held now or in the future by TD Ameritrade in any of my accounts or any other property TD Ameritrade may hold for me. At its sole discretion without prior notice and for its sole protection, TD Ameritrade may sell or transfer money, securities, or rights to any portion of any account to satisfy a margin deficiency or other obligation. Shares of my money market mutual fund(s) or monies in the Designated Sweep Account (Federal Deposit Insurance Corporation-Insured) also are subject to a general lien for the discharge of my obligation to TD Ameritrade, and TD Ameritrade may redeem such shares or withdraw such monies to satisfy my obligations without further notice or demand.

**Distributions**

I understand that any Check written by me will be considered a distribution for federal income tax purposes and will be reported by TD Ameritrade to the Internal Revenue Service (IRS) at year end, and that the taxable portion thereof will be subject to tax as ordinary income. The distribution will be reported to the IRS as taken in the year in which my IRA is actually debited rather than the date appearing on any Check.

I understand the federal income tax withholding provisions applicable to IRA distributions and that a withholding election must be made before any distribution can be taken. In order to use IRA Checking, I understand that I must choose not to have tax withheld with respect to Check distributions and I hereby so elect. I acknowledge having read and understood the "Notice of Tax Withholding on IRA Payments" set out below and understand that I may revoke or change my election not to have tax withheld from Check distributions at any time. I further understand that, in the event that I do so change my election, I will no longer be able to use the IRA Checking service and must select another method of distribution.

**Notice of Tax Withholding on IRA Payments**

The federal income tax law requires that federal income tax be withheld at a fixed rate of 10% of the taxable amount of distributions made from an IRA unless I elect not to have tax withheld. As withdrawals from an IRA via the TD Ameritrade IRA Checking service originate with me, the customer, I must elect not to have the 10% withheld from Check distributions in order to use this service. TD Ameritrade is required to inform me that, if I elect not to have federal income tax withheld from Check distribution(s), I may be responsible to pay estimated income taxes. I may incur penalties under the estimated tax rules if my withholding and estimated tax payments are not sufficient.

**Brokerage Agreement**

I understand and agree that I continue to remain bound by the terms and conditions of the Client Agreement which governs my Brokerage Account and that all such terms and conditions contained in the Client Agreement, **including the predispute arbitration clause located in the Client Agreement**, shall now also govern this service.

**Governing Law**

This agreement shall be governed by the laws of the State of Nebraska.

Investment Products: Not FDIC Insured \* No Bank Guarantee \* May Lose Value