



# **GoldStar Asset and Money Management Account (GAMMA)**

**CUSTODIAL  
ACCOUNT**



# GAMMA CUSTODIAL ACCOUNTS



## CHECKLIST FOR NEW ACCOUNTS



- 1. **GAMMA Account Agreement**
- 2. **Fund the account:**
  - Deposit Check** (payable to GoldStar Trust Company) **AND/OR**
  - GAMMA Custodial Account Transfer form** if transferring **AND**
  - Most recent account statement** from existing custodial account if transferring
- 4. **Identification** - Complete the Customer Identification form on the GAMMA Account Agreement. If you do not have a valid state-issued driver's license, provide a legible photocopy of a valid government-issued photo ID, passport or notarized document.  
**Business accounts** - Provide papers showing who is allowed to sign (corporate resolution, articles of incorporation, etc.) in addition to Customer ID requirements.
- 5. **GAMMA Trading Authorization form**
- 6. **\$25 check for overnight delivery** (optional)
- 7. **\$25 fee for printed statements** (optional) - If you elect NOT to have statements mailed, you may view your statement online free of charge. This election is made on the GAMMA Account Agreement.



## FEE PAYMENT OPTIONS

1. Mail check or money order payable to GoldStar Trust Company
2. Call or email Investor Services to request fees be taken from cash in the account (must be sufficient cash available)
3. Credit card: Call Investor Services to pay with a credit or debit card



## OVERNIGHT DELIVERY AVAILABLE - \$25

GoldStar's policy is to mail all transfer and/or rollover paperwork to the current custodian by first class mail.

However, if you would like your transfer and/or rollover request to be expedited, GoldStar will prepare an overnight delivery of the paperwork to your current custodian on your behalf.

To take advantage of this service, please submit a separate check of \$25, made payable to GoldStar Trust Company, and attach to the transfer or rollover request.

**Please write "Overnight Fee" in the memo section of your check.**



**ACCOUNT REGISTRATION:** Please tell us how the account title and registration should appear. Below are the allowable types of registration.

**SECTION ONE:** Individual Owner - (Example: John Doe) TOD's may be assigned (Example: John Doe - Max Doe TOD); Joint Tenants with Rights of Survivorship or Tenants in Common (example: John Doe and Mary Doe, JTWR0S) - TOD's may be assigned.

**SECTION TWO:** Trust, Corporation, Partnerships and Others - (Example: The John and Mary Smith Trust, John Smith TTEE and Mary Smith TTEE; The Smith Co., Inc.)

**SECTION THREE** - UGMA (Uniform Gift to Minor Account) OR UTMA (UNIFORM TRANSFERTO MINORS ACT) – (Example: Ben Smith, John Smith, Custodian)

**SECTION ONE: INDIVIDUAL / JOINT WITH RIGHTS OF SUVIVORSHIP / JOINT TENANTS IN COMMON**

**NAME ON ACCOUNT/REGISTRATION** \_\_\_\_\_ **(REQUIRED)**

**PRIMARY OWNER INFORMATION**

Name (First/Mi/Last) \_\_\_\_\_

Street Address (Physical Required) \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Mailing Address (if different than Street Address) \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Social Security Number \_\_\_\_\_

Date of Birth \_\_\_\_\_

Primary Phone \_\_\_\_\_

Secondary Phone \_\_\_\_\_

Email Address \_\_\_\_\_

**JOINT OWNER INFORMATION** (If joint owner, please choose one)

JOINT (JTWR0S)  JOINT (TIC)

Name (First/Mi/Last) \_\_\_\_\_

Street Address (Physical Required) \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Mailing Address (if different than Street Address) \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Social Security Number \_\_\_\_\_

Date of Birth \_\_\_\_\_

Primary Phone \_\_\_\_\_

Secondary Phone \_\_\_\_\_

Email Address \_\_\_\_\_

If you would like to assign a TOD (Transfer on Death), list the names below.

\*\*\*Please note percentages of transfer are not allowed\*\*\*

#1 TOD Name \_\_\_\_\_

#3 TOD Name \_\_\_\_\_

#2 TOD Name \_\_\_\_\_

#4 TOD Name \_\_\_\_\_

**CUSTOMER IDENTIFICATION REQUIREMENTS: ALL SIGNERS MUST COMPLETE THIS SECTION**

**USA PATRIOT Act Notice**

In order to comply with the USA PATRIOT Act, we must be able to identify our customer. All new accounts must provide us with either the driver's license information; a photocopy of an unexpired, photo-bearing, government-issued identification, such as a passport, military, veteran or similar ID; or a notarized document.

If you do not have a valid state-issued driver's license, you must provide a legible photocopy of a valid government-issued photo ID or a notarized document.

**Primary Owner Driver License Information**

Driver's License # \_\_\_\_\_

State Issued \_\_\_\_\_

Issuance Date \_\_\_\_\_

Expiration Date \_\_\_\_\_

Printed Name \_\_\_\_\_

**Joint Owner Driver License Information**

Driver's License # \_\_\_\_\_

State Issued \_\_\_\_\_

Issuance Date \_\_\_\_\_

Expiration Date \_\_\_\_\_

Printed Name \_\_\_\_\_

\*\*\* For additional signers, please complete an Additional Signer Addendum



**SECTION TWO: TRUST, CORPORATION, PARTNERSHIPS AND OTHERS**

In order to verify the authorization to sign on behalf of the entity, please provide the following documentation.

**TRUST:** A copy of the filed Trust documents.

**CORPORATION, PARTNERSHIP, PARTNERSHIP, OR OTHER ENTITY:** A Corporate Resolution, Articles of Incorporation/Organization AND a copy of EIN letter issued by the IRS (if applicable). All corporate legal entities (LP, LLC, corporation, etc.) must also complete a Certification of Beneficial Owner(s).

**NAME OF TRUST, PARTNERSHIP, OR CORPORATION** \_\_\_\_\_ **(REQUIRED)**

Date of Trust \_\_\_\_\_

EIN or SSN (Copy of IRS issued EIN Letter must be provided if applicable) \_\_\_\_\_

Physical Address (required) \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**PLEASE PROVIDE THE PERSONAL IDENTIFICATION OF ALL TRUSTEES OR AUTHORIZED SIGNERS RELATED TO THE ENTITY**

**AUTHORIZED SIGNER 1**

**AUTHORIZED SIGNER 2**

Name (First/Mi/Last) \_\_\_\_\_

Name (First/Mi/Last) \_\_\_\_\_

Street Address (Physical Required) \_\_\_\_\_

Street Address (Physical Required) \_\_\_\_\_

City/State/Zip \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Mailing Address (if different than Street Address) \_\_\_\_\_

Mailing Address (if different than Street Address) \_\_\_\_\_

City/State/Zip \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Social Security Number \_\_\_\_\_

Social Security Number \_\_\_\_\_

Date of Birth \_\_\_\_\_

Date of Birth \_\_\_\_\_

Primary Phone \_\_\_\_\_

Primary Phone \_\_\_\_\_

Secondary Phone \_\_\_\_\_

Secondary Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Email Address \_\_\_\_\_

\*\*\* For additional signers, please complete an Additional Signer Addendum

**CUSTOMER IDENTIFICATION REQUIREMENTS: ALL AUTHORIZED SIGNERS MUST COMPLETE THIS SECTION**

**USA PATRIOT Act Notice**

In order to comply with the USA PATRIOT Act, we must be able to identify our customer. All new accounts must provide us with either the driver's license information; a photocopy of an unexpired, photo-bearing, government-issued identification, such as a passport, military, veteran or similar ID; or a notarized document.

If you do not have a valid state-issued driver's license, you must provide a legible photocopy of a valid government-issued photo ID or a notarized document.

**Signer 1 Driver License Information**

**Signer 2 Driver License Information**

Driver's License # \_\_\_\_\_

Driver's License # \_\_\_\_\_

State Issued \_\_\_\_\_

State Issued \_\_\_\_\_

Issuance Date \_\_\_\_\_

Issuance Date \_\_\_\_\_

Expiration Date \_\_\_\_\_

Expiration Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

\*\*\* For additional signers, please complete an Additional Signer Addendum



**SECTION THREE: UGMA (UNIFORM GIFT TO MINOR ACCOUNT) OR UTMA (UNIFORM TRANSFERS TO MINORS ACT)**

Please choose one:

- UGMA (Uniform Gift to Minor Act)
- UTMA (Uniform Transfers to Minor Act)

\_\_\_\_\_ As Custodian For \_\_\_\_\_  
Custodian's Name (only one permitted) Minor's Name (only one permitted)

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
Custodian's Date of Birth      Custodian's SSN      Minor's State of Residence      Minor's Date of Birth      Minor's SSN

**CUSTODIAN INFORMATION**

Name (First/Mi/Last) \_\_\_\_\_ Mailing Address (if different than Street Address) \_\_\_\_\_  
 Street Address (Physical Required) \_\_\_\_\_  
 \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_ Email Address \_\_\_\_\_  
 Primary Phone \_\_\_\_\_ Secondary Phone \_\_\_\_\_

**CUSTOMER IDENTIFICATION REQUIREMENTS: CUSTODIAN MUST COMPLETE THIS SECTION**

**USA PATRIOT Act Notice**

In order to comply with the USA PATRIOT Act, we must be able to identify our customer. All new accounts must provide us with either the driver's license information; a photocopy of an unexpired, photo-bearing, government-issued identification, such as a passport, military, veteran or similar ID; or a notarized document.

If you do not have a valid state-issued driver's license, you must provide a legible photocopy of a valid government-issued photo ID or a notarized document.

Driver's License # \_\_\_\_\_ State Issued \_\_\_\_\_

Issuance Date \_\_\_\_\_ Expiration Date \_\_\_\_\_

**SUBSTITUTE IRS FORM W-9**

**Under penalties of Perjury, I certify that:** (1) The number shown on this form is my correct taxpayer identification number and (2) 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, and (3) I am a U.S. person (including a U.S. resident alien).

**Certification Instructions:** You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.



As stated in the Financial Disclosure, GoldStar Trust Company will make available all statements free of charge via our website, www.GoldStarTrust.com. Paper statements can be mailed quarterly for an annual fee of \$25. The paper statement fee must be paid when the account is established and each anniversary year of the account.

**STATEMENT ELECTION**

Please Check One:

I elect to obtain all account statements via the GoldStar Trust Company website. I will call the Investor Services Department at (800) 486-6888 to establish a password to gain access to my account.

I elect to have all statements printed and mailed to the address of record of the account. I agree to pay the \$25 and understand that this will have to be paid for service to be rendered. I am also aware that this is an annual fee that must be paid each anniversary year of the account. If no election is made, the client agrees to obtain all account statements via the website. This election can be changed via written instructions to GoldStar Trust Company and payment of the \$25 fee.

**SIGNATURES**

I/We consent and agree to all of the terms and conditions in this agreement. I/We acknowledge and agree that I/we have received, reviewed, and understand the terms and conditions in this Agreement and the disclosures made in conjunction therewith, including, if applicable, oral disclosures, concerning the terms and conditions in this Agreement.

**PRIMARY ACCOUNT HOLDER SIGNATURE 1**

\_\_\_\_\_  
(Individual Owner, Custodian, Trustee or Authorized Signature 1) Date \_\_\_\_\_

**SECONDARY ACCOUNT HOLDER SIGNATURE 2 (if any)**

\_\_\_\_\_  
(Joint Owner, Custodian, Trustee or Authorized Signature 2) Date \_\_\_\_\_

**ADDITIONAL ACCOUNT HOLDER SIGNATURE 3 (if any)**

\_\_\_\_\_  
(Joint Owner, Custodian, Trustee or Authorized Signature 3) Date \_\_\_\_\_

**FOR INTERNAL USE ONLY**

CUSTODIAL ACCEPTANCE

NEW ACCOUNT # \_\_\_\_\_

\_\_\_\_\_  
(GoldStar Trust Company Representative) Date \_\_\_\_\_

**ADDITIONAL SIGNER ADDENDUM**

**AUTHORIZED SIGNER 3**

Name (First/Mi/Last) \_\_\_\_\_

Street Address (Physical Required) \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Mailing Address (if different than Street Address) \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Social Security Number \_\_\_\_\_

Date of Birth \_\_\_\_\_

Primary Phone \_\_\_\_\_

Secondary Phone \_\_\_\_\_

Email Address \_\_\_\_\_

**AUTHORIZED SIGNER 4**

Name (First/Mi/Last) \_\_\_\_\_

Street Address (Physical Required) \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Mailing Address (if different than Street Address) \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Social Security Number \_\_\_\_\_

Date of Birth \_\_\_\_\_

Primary Phone \_\_\_\_\_

Secondary Phone \_\_\_\_\_

Email Address \_\_\_\_\_

**CUSTOMER IDENTIFICATION REQUIREMENTS: ALL ACCOUNT TYPES COMPLETE THIS SECTION**

**USA PATRIOT Act Notice**

In order to comply with the USA PATRIOT Act, we must be able to identify our customer. All new accounts must provide us with either the driver's license information; a photocopy of an unexpired, photo-bearing, government-issued identification, such as a passport, military, veteran or similar ID; or a notarized document.

If you do not have a valid state-issued driver's license, you must provide a legible photocopy of a valid government-issued photo ID or a notarized document.

**Signer 3 Driver License Information**

Driver's License # \_\_\_\_\_ State Issued \_\_\_\_\_

Issuance Date \_\_\_\_\_ Expiration Date \_\_\_\_\_

Printed Name \_\_\_\_\_

**Signer 4 Driver License Information**

Driver's License # \_\_\_\_\_ State Issued \_\_\_\_\_

Issuance Date \_\_\_\_\_ Expiration Date \_\_\_\_\_

Printed Name \_\_\_\_\_



This account is termed a Self-Directed GoldStar Asset and Money Management Account (GAMMA). You, the "client", may direct the investment of your funds within this account into any investment instrument approved by, or through GoldStar Trust Company. GoldStar Trust Company acts solely as custodian of your GAMMA, and will not exercise any investment discretion regarding your GAMMA, as this is solely your responsibility. You acknowledge and agree that GoldStar Trust Company is not a "fiduciary" with respect to your GAMMA under applicable state law.

Because this is a Self-Directed account, no projection of the growth of your account can reasonably be shown or guaranteed. The value of your account will be solely dependent upon the performance of any investment instrument chosen by you.

Terms and conditions of the Self-Directed GAMMA that affect your investment decisions are listed below.

**INVESTMENT OPTIONS**

This is a Self-Directed account; you choose the investments that will fund your account. Your investment choices are limited to church/charter school bonds, fixed-rate investments, structured payments processed by GoldStar and certificates of deposit. Examples of investments not permitted in this Self-Directed account are money market funds, mutual funds, publicly traded securities in U.S. Exchanges, limited partnerships, real estate, gold coins, collectibles, bullion, palladium, and viaticals.

**FEES**

**1. There are certain fees and charges connected with the investments you may select for your GAMMA.**

These fees and charges may include:

- Sales Commissions
- Distribution Fees
- Set-Up Fees
- Annual Maintenance Fees
- Asset Re-Registration, Surrender or Termination Fees

To find out what fees apply, read the prospectus or contract, which will describe the terms of the investment you choose.

**2. The fees and charges connected with the GAMMA itself, are as follows:**

- (A) GoldStar Trust Company will provide all statements free of charge via our website. Quarterly paper statements can be requested for an annual fee of \$25. The paper statement fee must be paid when the account is established and each anniversary year of the account.
- (B) Transaction Fee (applicable to each purchase, sale or maturity of any asset, or dividend re-investment) is \$5.00 per transaction. Transaction fees do not apply to any investment for which GoldStar Trust Company is the paying agent and registrar.
- (C) Partial Asset Transfer Fee (per asset) \_\_\_\_\_ **\$10 + Bond Re-Registration Fee(s)**
- (D) Termination of Account (no fee) \_\_\_\_\_ **Bond Re-Registration Fee(s) may apply**  
Although no termination fee exists, Bond Re-Registration fee(s) may apply if assets held in the account are being transferred to another registration. Several third-party transfer agents charge a fee to re-register their asset(s) and their fee will be passed on to the account holder(s).
- (E) Wire Transfers and Overnight Fees \_\_\_\_\_ **Minimum \$20.00**
- (F) All applicable fees (transaction, partial asset transfer, bond re-registration, termination, wire and overnight fees) must be paid directly by Client, or be available to be deducted from the account, in order for directed transaction(s) which incur such fees to be executed. Deduction of fees will be taken from Client's account, if not paid directly by Client, and may delay the processing of such requests if sufficient cash is not available in the account to cover the requested transaction(s) and any fees due.
- (G) Late Fees. If fees are not paid within 30 days of the due date, interest will accrue on the unpaid balance at the rate of .0083% per month or 10% per annum.
- (H) Insufficient Funds/Returned Checks \_\_\_\_\_ **\$50.00**

**3. Right to make adjustments to this fee schedule**

GoldStar Trust Company reserves the right to make any adjustments in its fees for custodial or agency services when such adjustments are warranted by changes in governing laws, regulations, operating technology or economic conditions. This schedule may be modified only upon revision by GoldStar Trust Company of its published schedule of GAMMA fees. Such fees shall become effective on the 30th day after mailing the notice of such revision to the participant at the address shown on the records of GoldStar Trust Company.

**EARNINGS**

The method for computing and allocating annual earnings (interest, dividends, etc.) on your investments will vary with the nature and issuer of the investment chosen. Please refer to the prospectus or contract of the investment(s) of your choice for the method(s) used for computing an allocating annual earnings.





This Custody Agreement made by the account owner(s) listed (hereinafter referred to as "Client") and Happy State Bank, a Texas state banking association, doing business as GoldStar Trust Company, appoints GoldStar Trust Company to be custodian of Client's GoldStar Asset and Money Management Account (GAMMA). Client appoints GoldStar Trust Company (hereinafter referred to as "Custodian") to be custodian and to hold or dispose of all securities and other properties (hereinafter referred to as "Custodial Property") that are delivered to Custodian by Client or Client's Agent pursuant to this Agreement and pursuant to the Transaction Authorization of even date herewith between Client and Broker/Dealer. Client agrees that Custodian acts solely as a custodian with respect to the Client's account, and not as fiduciary. All property delivered to Custodian at the time of execution of this Agreement, as well as all property which is hereafter purchased for Client's account or which may hereafter be delivered to Custodian for Client's account pursuant to this Agreement, together with the income attributable to the property, is made a part of this Agreement.

**Custodian hereby agrees to accept and hold such monies, securities, and custodial property as may from time to time be delivered by Client to Custodian and to manage such Custodial Property solely at the direction of the Client or any duly appointed Client's Agent and subject to the following terms:**

1. During the term of this Agreement, Custodian shall have custody and possession of the Custodial property and shall be charged with the duty of safely keeping the same. Custodian may for convenience take and hold title to Custodial Property or any part thereof in its own name or in the name of its nominee.
2. Client may appoint a Designated Representative (hereinafter referred to as "Representative") using the GoldStar Trust Company Trading Authorization Form to document the appointment. Upon receipt of such notice, Custodian shall be entitled to accept any and all direction that is provided by Representative as though they were directions directly from Client. Custodian is not required to verify with Client any of the directions of the Representative. Custodian shall cease to accept direction from Representative upon receiving written notice from Client and having reasonable opportunity for Custodian to act upon such notice. Unless modified in writing, upon appointment of a Representative, said Representative may take any and all action under this Agreement that has been reserved on behalf of Client.
3. Custodian shall collect and receive any and all income derived from the Custodial Property and shall take actions necessary, including the execution of any instruments or conveyances for the safekeeping of the Custodial Property under the terms of this Agreement.
4. Custodian shall collect and receive for Client all funds when Custodial Property may mature, be redeemed, or be sold. Custodian shall hold the proceeds of such transaction until receipt of written instructions from Client or its Representative. Custodian will use its best efforts to collect for Custodial Property at maturity and at dates of call for payment, but assumes no responsibility for its failure to do so.
5. In the event that cash is received by Custodian for which there is no investment direction, the Custodian shall, and is expressly authorized by the Client, to transfer said cash into an interest-bearing cash account at Happy State Bank. All such cash shall remain invested in the interest bearing cash account, earning interest, which shall be posted to the account no less than monthly, until additional investment direction is received from the Client. Absent or pending direction, such balances shall be invested in short-term investments offered by Happy State Bank.
6. Custodian shall make any purchase, sale, exchange, investment, or reinvestment of Custodial Property under this Agreement that Client may at any time in writing direct, provided that sufficient funds of Client are available for such transaction. Custodian shall have no responsibility with respect to any such purchase, sale, exchange, investment or reinvestment, including, but not limited to, any act or omission of any broker selected to purchase or sell Custodial Property for the Account, except for failure to carry out the directions of Client.
7. Custodian shall be under no obligation to forward any proxies, financial statements or other literature received by it in connection with or relating to Custodial Property held under this agreement. Custodian shall be under no obligation to take any action with regard to proxies, stock dividends, warrants, rights to subscribe, plans of reorganization or recapitalization, or plans for exchange of securities.
8. Custodian shall keep accurate records showing all receipts, disbursements, and other transactions involving this Account. All such records shall be the property of Custodian, but shall be available for inspection, and for the making of copies, to Client, or to any person, which the Client may designate in writing, including Representative during Custodian's regular business hours.
9. Custodian shall provide access to Account records via the Custodian's Internet website at [www.GoldStarTrust.com](http://www.GoldStarTrust.com). A statement of receipts, disbursements and all Custodial Property of this Account shall be provided to Client at regular intervals as chosen by Client, refer to Account Fee Schedule.
10. This agreement may be amended, revoked or modified only by the Custodian. Such amendment, revocation or modification shall be effective on the 30th day after mailing the notice of such revision to the Client at the address shown on the records of GoldStar. If the Agreement is revoked in total, Custodian shall deliver the Custodial Property to Client as soon as practicable or, at Client's request to a Successor Custodian. Client acknowledges that Custodial Property held in Custodian's own name or nominee may require a reasonable amount of time to be transferred. Upon delivery of Custodial Property, Custodian's responsibility under this Agreement ceases.
11. The Custodian shall receive reasonable compensation in accordance with its usual Schedule of Fees in effect, and as changed from time to time or as shall be mutually agreed upon for its ordinary and usual duties. Custodian shall also be entitled to reimbursement for all expenses incurred in connection with the Account. By mutual agreement, said compensation and reimbursements may be paid directly by Client, but if not paid when due, Custodian shall be paid from the Custodial Property under this Agreement.
12. Client, its successors and assigns, are hereby held and firmly bound to save and hold harmless Custodian from charges, public and private, and from all litigation, groundless or otherwise, not arising out of Custodian's own willful misconduct or gross negligence, which it may incur or in which it may be concerned, arising out of the Custodial Property, this Agreement, or Custodian's assumption or performance of any of its duties hereunder; for all of which loss, costs, damages, expenses, charges, and litigation, as well as for its compensation hereunder, Custodian shall have a lien upon the Custodial Property.
13. **This agreement shall be governed by the laws of the state of Texas, and jurisdiction of any dispute over this Agreement shall be in the Texas courts. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties, except Self-Directed GAMMA that Client may not assign Client's rights or responsibilities under this Agreement without the written consent of the Custodian.**
14. This Agreement with any attachments constitutes the entire agreement between the parties and supersedes any prior written or oral GAMMA agreement. It may only be amended as provided above. If any provision of this Agreement is or becomes invalid or contravenes applicable law, the remaining provisions of this Agreement shall remain in full force and effect.
15. If Client is not an individual, Client hereby warrants that the signers of this Agreement have all proper authority to enter into the Agreement and that the business is in good standing. Client also agrees to produce evidence of such authority and good standing if requested by Custodian.
16. Upon death of the Client the assets in this account will be distributed as follows:

**Individual Account:** All assets in the account will be distributed to the estate of the Account owner.

**Transfer on Death (TOD):** All assets in the account will be distributed to the beneficiary named on the account.

**Joint Account with Right of Survivorship:** All assets in the account will belong to the survivor(s). If more than one account owner is surviving, the surviving account owner will own the account balance as joint tenants with right of survivorship.

**Joint Account as Tenants in Common:** Upon the death of any account owner his or her undivided pro-rata share of the Account will be distributed to his or her estate.

17. This agreement shall also terminate upon the occurrence of the following events:

- Filing of a petition in bankruptcy (by one of the Clients or by a creditor of the Clients); termination or dissolution of client. If this Agreement terminates due to the filing of a petition in bankruptcy, termination or dissolution of Client, Custodian shall deliver the Custodial Property to the Court appointed representative for Client. If no representative has been appointed by the Court, Custodian may deliver the Custodial Property to the person it deems to be an agent of the Client and such delivery will release Custodian from any further responsibility for said Custodial Property.
- The legal incompetency of Client, if one individual, or any Clients, (if more than one individual), unless there is in existence a valid durable power of attorney or trust agreement authorizing another to succeed or act for Client with respect to this agreement.





Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) authorizes and requires the Department of the Treasury to add to its rules for banks to establish Customer Identification Programs. Previously, trust companies were not treated as banks and trust relationships were not treated as “accounts.” However, GoldStar and the GoldStar IRA account establishment process are now subject to these requirements.

## **NOTICE**

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

When you open an account, we will ask for your name, residence address, social security number, date of birth, and other information that will allow us to identify you. We may also ask for copies of your passport, driver’s license or other identifying documents.

We are required to compare your identity to lists of persons and organizations maintained by any federal agency designated by the Department of the Treasury. If your name appears on any of these lists, we must refuse to open your account, close your account if it is already open, notify federal authorities, and follow all federal directives. If you attempt to falsify or conceal your identity, we may be required to file a Suspicious Activity Report.

We may also use independent sources to verify identifying information. Federal law requires us to retain the identification information for a certain period of time (currently five years after closing your account), and may require that we provide this information to federal authorities without notice to you.

This notice is in addition to our Privacy Disclosure and may describe potential disclosures of non-public personal information that were not known to us at the time that the Privacy Disclosure was prepared.



## **IDENTIFYING DOCUMENTS REQUESTED**

The easiest means for GoldStar to comply is to receive documents with your application, such as:

- Completion of the Customer Identification Requirements section on page 2 of the GAMMA Account Agreement
- Any document with your notarized signature
- A notarized copy of your passport or driver’s license or other state-issued photo ID that is not expired
- An ordinary copy of your unexpired photo ID, if GoldStar is able to complete other procedures



## **QUESTIONS OR CONCERNS?**

GoldStar Trust Company  
Investor Services Department  
P.O. Box 719  
Canyon, TX 79015  
(800) 486-6888