



Sub Firm #	BR Code	FA Code	Account #

**Beneficiary Per Stirpes Designation**

Yes  No I elect to have the primary beneficiaries shares in this IRA per stirpes.

Yes  No I elect to have the contingent beneficiaries shares in this IRA per stirpes.

Per Stirpes is a method of distributing the assets should a beneficiary predecease you. This designation is optional; you are not required to make this election. A per stirpes designation means that if a beneficiary named on this enrollment form dies before you, upon your death, the predeceased beneficiary's share will pass to his or her heirs. For example, if you have named 2 primary beneficiaries, Beneficiary A and Beneficiary B and they are to share equally the assets of the account. Both beneficiaries have 2 children. If you make a per stirpes designation and both beneficiaries survive you, 50% will be paid to Beneficiary A and 50% will be paid to Beneficiary B. If Beneficiary A survives you but Beneficiary B predeceases you, upon your death 50% is paid to Beneficiary A and the other 50% that would normally be paid to Beneficiary B, will be divided equally and paid to the two children of Beneficiary B. To make this election, you must designate a "Personal Representative" or a "role". A "role" is an individual serving in a specific capacity such as an Executor or Trustee. Upon your death, FCC will rely on the instructions provided by this individual for proper distribution instructions. This is a simplified example of per stirpes. It is important that you have a full understanding of your election. Check with your tax or legal advisor if you feel you need more information.

I designate \_\_\_\_\_  
to provide FCC with the proper identity of any unnamed beneficiaries and the extent of their interest in the IRA identified above.

**ACCOUNT ACCEPTANCE**

I, the undersigned, acknowledge I have received, read, understand, adopt and agree to be bound by the terms of this Agreement as well as the accompanying First Clearing, LLC ("FCC") Self-Directed Individual Retirement Account Disclosure Statement & Individual Retirement Account Custodial Agreement (for the type of IRA I have selected above), and the First Clearing, LLC Account Disclosures which are hereby incorporated into this Agreement.

I acknowledge that there may be fees for this account and agree to pay such fees. Administrative fees and charges assessed by First Clearing, LLC on your IRA may diminish the overall account return and could negatively affect any tax deferral benefits. Such fees and charges may particularly affect those accounts with smaller retirement savings balances. It is important that you review all applicable fees and charges relative to your account prior to establishing a First Clearing, LLC as Custodian IRA.

I certify that my social security number shown on this form is correct. By signing below, I acknowledge that I have read and understand the foregoing.

**THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE LOCATED ON PAGE 2, UNDER THE HEADER "ARBITRATION". THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.**

**SIGNATURE** X

**DATE** / /

**ARBITRATION.**

**Arbitration Disclosures:**

This Agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- All of the 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 the claim is filed.
- Arbitration awards are generally final and binding; a party's ability to 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.
- The panel of arbitrators typically will 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. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute 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; or
  - (ii) the class is decertified; or
  - (iii) the client 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.

**Arbitration Provision:**

It is agreed that all controversies or disputes which may arise between you, FCC, Introducing Firm, Clearing Agent and any Sub-Advisor (and/or any other agent), (collectively, "us") concerning any transaction or the construction, performance or breach of this Agreement or any other agreement between us, whether entered into prior to, on, or subsequent to the date of this Agreement, including any controversy concerning whether an issue is arbitrable, shall be determined by arbitration conducted before, and only before, an arbitration panel set up by Financial Industry Regulatory Authority ("FINRA") in accordance with its respective arbitration procedures. Any of us may initiate arbitration by filing a written claim with FINRA. Any arbitration under this Agreement will be conducted pursuant to the Federal Arbitration Act and the Laws of the State of New York.