

# Premiere Select® IRA Checkwriting Application

Use this form to establish checkwriting on your Premiere Select Traditional IRA, Rollover IRA, Roth IRA or SEP-IRA (collectively "IRA"). Checkwriting is not available on Premiere Select SIMPLE IRAs or Premiere Select IRA Beneficiary Distribution Accounts ("IRA-BDAs"). To be eligible for IRA checkwriting, you must be at least age 59½.

If you are electing to have checkwriting on your Premiere Select Roth IRA, please remember that distributions of earnings that do not meet the 5-Year Aging Period will be taxed as ordinary income.

Checkwriting privileges are only available from funds held in the core money market mutual fund ("core account") in your IRA. Your core account must have sufficient funds to cover checks written and any federal and/or state income tax withholding, if applicable.

Any checks that you write from your IRA are considered IRA distributions and will be reported to the IRS on Form 1099-R. **Distributions from your IRA to pay checks (and the withholding amount, if applicable) are made on the day the check is delivered for payment by the Bank to National Financial Services LLC ("NFS"). The date of distribution will not be the date the check is written, or the date the check is deposited.** To make sure that the distribution is reported in the tax year you intend, you should obtain a Premiere Select IRA One-Time Distribution Request Form so that you may make a timely written distribution request rather than writing a check. This is particularly important if you are taking a distribution to satisfy IRA Required Minimum Distribution rules; **this checkwriting service is not intended to be used for meeting IRA Required Minimum Distribution rules.** In addition, if you have established periodic distributions to satisfy your annual Required Minimum Distribution, any checks written will not reduce the amount being distributed as part of your periodic distribution plan.

We will print the IRA Custodian's name and address on all your checks. Checking activity is reported on monthly statements. Cancelled checks will not be returned to you. If you need a copy of a check, you can call (800) 222-2367 and a copy will be mailed to you.

If there is any doubt as to whether you have a sufficient amount in your core account to cover a distribution, please verify your balance before writing a check. **If there are insufficient funds in your IRA core account to cover the amount of the check and any withholding, your check will be returned, even if you have sufficient amounts in the other positions in your IRA.** Do not use a check to close your IRA.

Please complete sections 1 through 4 and the attached signature card.

Check here if you already have checkwriting on this account and this is a request to change federal and, if applicable, state income tax withholding amounts from future IRA checkwriting distributions.

## 1 Customer Information

First Name  MI  Last Name   
Date of Birth -- Social Security Number --  
Street Address   
City  State  Zip/Postal Code   
Province (if applicable)  Country   
Daytime Phone -- Ext  Evening Phone --

## 2 Premiere Select IRA Information

Please complete a separate Checkwriting Application for each IRA on which you would like to establish checkwriting.

IRA Type  Traditional  Roth  Rollover  SEP IRA Account Number --

## 3 Notice of Withholding

Please read carefully.

Your IRA distributions, other than Roth IRA distributions, are subject to federal (and in some cases, state) income tax withholding unless you elect not to have withholding apply. Withholding will apply to the gross amount of each distribution, even if you have made non-deductible contributions. Moreover, failure to provide a U.S. residential address will result in 10% federal income tax withholding (and possible state income tax withholding) on the distribution proceeds even if you have elected not to have tax withheld (an IRS requirement). A Post Office Box does not qualify as a residential address.

If you elect to have withholding apply (by indicating below, by making no choice below, or by not providing a U.S. residential address), federal income tax will be withheld from your IRA distribution(s) (excluding Roth IRA distributions) at a rate of ten percent (10%). Federal income tax will not be withheld from distributions from a Roth IRA. Whether or not you elect to have federal (and state, if applicable) income tax withheld, you are still responsible for the full payment of federal income tax, any state tax or local taxes, and any penalties that may apply to your distribution(s). You may incur penalties under the IRS and applicable state tax rules if your estimated tax payments are not sufficient.

**For residents of AR, CA, DE, IA, KS, MA, ME, NC, NE, OK, OR, and VT:** If federal income taxes are withheld from your IRA checkwriting distributions, state income taxes of at least your state's minimum amount or percentage will be withheld in addition to federal income tax withholding. If federal income taxes are not withheld from your IRA checkwriting distributions then state income taxes will not be withheld.

NOTE: Your state of residence will determine your state income tax withholding requirements, if any. Your state of residence will be determined by your legal address of record provided for your IRA. State income tax withholding, if applicable, will be calculated in accordance with the regulations of your state of residence. Please contact your tax advisor or state agency to determine your state's specific withholding requirements or for questions regarding your personal tax situation.

If you are **not** a legal resident of any of the states listed above, state income tax will not be withheld from your IRA checkwriting distributions.

If you are not a U.S. person (including a U.S. resident alien), you must submit IRS Form W-8BEN, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding, with this distribution request form to claim tax treaty benefits, if applicable. To obtain Form W-8BEN, please consult your tax advisor or go to the IRS Web site at <http://www.irs.gov>.

For additional information on how withholding will be applied to your IRA distribution, please see the Statement of Terms and Conditions.

**Withholding Election—Choose one.**

Note: If you are not a U.S. person (including a U.S. resident alien), DO NOT complete this section.

Indicate your withholding election below. You may change your election for any subsequent distribution(s) by simply completing another **Premiere Select IRA Checkwriting Application** and submitting it to your investment representative.

IRS regulations require us to withhold federal income tax at the rate of 10% from your total IRA distribution(s), excluding Roth IRA distributions, unless you elect NOT to have withholding apply.

I do not want to have federal income tax withheld from my IRA distribution(s).

I want to have federal income tax withheld from my IRA distribution(s) at the rate of 10% (not available for Roth IRA distributions). I understand that if I am a resident of **AR, CA, DE, IA, KS, MA, ME, NC, NE, OK, OR, or VT**, state income taxes of at least my state's minimum amount or percentage will be withheld in addition to federal income tax withholding at the time of the checkwriting distributions.

NOTE: The withholding instructions you indicated above will be effective for each check you write from your IRA until you notify NFS in writing to change your withholding election.

**4 Authorization—Please read and sign below.**

By signing below, I hereby request checks to make distributions from the core account in my Premiere Select IRA identified in Section 2 above. I hereby authorize PNC Bank, N.A. (the "Bank") to accept checks presented for payment. I direct National Financial Services LLC ("NFS"), as agent for Fidelity Management Trust Company, the Custodian of my IRA, to make the necessary distributions from my IRA to pay the check and the corresponding federal (and state, if applicable) income tax withholding unless I have elected not to have federal income taxes withheld.

By using my first check, I agree to be bound by the Statement of Terms and Conditions. I further agree to be bound by the Premiere Select IRA Custodial Agreement, as well as the core account money market mutual fund prospectus and IRA Customer Agreement, all of which I have received, read and understand. I certify that I am at least age 59½ and therefore the IRS 10% early withdrawal penalty does not apply to distributions from my IRA. I understand that I will be responsible for payment to the IRS (as well as any applicable state and local taxing authority) for any income taxes due on distributions resulting from checks that I write. I understand that distributions of any earnings from a Roth IRA which do not satisfy the 5-Year Aging Period will be taxed as ordinary income and may be subject to a 10% penalty. Even if federal and/or state taxes are withheld, I understand that my actual taxes may be more or less than my withholding.

Under penalty of law, I agree not to write any checks and/or request distributions, which, in total, including any applicable federal and state tax withholding, would exceed the balance of my IRA.

I agree to the following fee schedule and understand that the fees listed below will be charged to my Premiere Select IRA as specified.

**Fee Schedule**

- Check copies: \$2.50 each
- Check returned for insufficient funds: \$15.00
- Stop payment: \$10.00
- Check reorders: \$5.00 per order

Fees for check copies, stop-payment orders and insufficient funds will be charged to your IRA two days after your request is received in good order, or, as the case may be, your check is presented for payment from your IRA. Fees for check reorders will be charged to your IRA the day your request is received in good order.

I hereby certify under penalties of perjury that if I am a U.S. person (including a U.S. resident alien) the number shown in Section 1 of this form is my correct taxpayer identification (or Social Security) number. If I am not a U.S. person (including a U.S. resident alien), I have attached IRS Form W-8BEN with this Premiere Select IRA Checkwriting Application and included my U.S. taxpayer identification (or Social Security) number in order to claim tax treaty benefits, if applicable.

It is understood that this authorization may be terminated by me at any time by written notification to NFS. Any such notification shall be effective only with respect to entries after receipt of such notification and a reasonable time to act on it.

Signature

Date

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You must also complete the signature card below.

National Financial Services LLC, Member NYSE, SIPC

1.747218.102 - 399891 (05/06)

**Signature Card for Checkwriting**

**Please note: If you would like checkwriting privileges, you must sign this signature card in addition to signing Section 4 of the application.**

Please read and sign below.

By signing this signature card below, you, the registered owner, agree to be subject to the terms, conditions, guidelines, and rules applicable to your Premiere Select IRA, including your Premiere Select IRA Custodial Agreement as now in effect and as may be amended from time to time, and of PNC Bank, N.A. (the "Bank"), as they pertain to the use of redemption checks. You must sign this signature card. All checks will require your signature.

distributions from your Premiere Select IRA to cover such checks, upon receipt of, and to the amount of, such checks and any applicable federal and state income tax withholding, drawn upon this account. You will be subject to the Bank's rules, regulations and associated laws governing check collection including the Uniform Commercial Code as enacted in the state of Pennsylvania.

A copy of the Bank Statement of Terms and Conditions applicable to your account is attached to this checkwriting application.

By signing this signature card, you direct NFS, as agent for Fidelity Management Trust Company, the Custodian of your Premiere Select IRA, to make the necessary

Please do not detach this card. Please use a BLACK BALL-POINT PEN. Print your name clearly in CAPITAL LETTERS. Then sign next to the X below.

First Name  Middle Name  Last Name

Premiere Select IRA Account Number

**X**

**For Bank Use Only**  
PNC Bank, N.A. Checking Acct Number

# Statement of Terms and Conditions

As a depositor ("Depositor") of a Premiere Select® Individual Retirement Account ("IRA"), you are entitled to exercise certain checkwriting privileges on the core account of your IRA. For checkwriting purposes, a checkwriting privilege has been established on your behalf at PNC Bank, N.A. (the "Bank"). By signing a signature card or writing a check on your IRA, you certify that you are over age 59½, and that you agree to be bound by this Statement of Terms and Conditions in addition to the terms of the Premiere Select Individual Retirement Account Custodial Agreement (the "Custodial Agreement"), the core account money market mutual fund prospectus and the Premiere Select IRA Customer Agreement. You also agree to be bound by the applicable laws that apply to checks and bank accounts and all rules and regulations of any governmental or regulatory body having jurisdiction over the Bank. You, as a Depositor electing to exercise checkwriting privileges on your IRA, further agree that this Statement of Terms and Conditions shall constitute an amendment to the Custodial Agreement to permit distributions from your IRA by means of a check and in such increments and amounts as determined by you.

The purpose of the Statement of Terms and Conditions is to advise you of the terms and conditions that apply to the checkwriting feature of your IRA as well as the Bank's policies and procedures applicable to your IRA.

You should review this Statement of Terms and Conditions because by signing a signature card or writing a check on your IRA account, you will be deemed to have agreed to and accepted all of the terms and conditions set forth herein.

This Statement of Terms and Conditions does not set forth all rules or terms and conditions for every special situation that might occur. All terms, conditions, policies and procedures of the Bank as they apply to checkwriting, all applicable statutes and regulations and all applicable rules and regulations of Clearing House Associations, the Federal Reserve Board and any Federal Reserve Bank to which items are forwarded, as they may be modified from time to time, shall apply to your checkwriting privileges. In addition, Fidelity Management Trust Company (the "Custodian"), as custodian of your IRA, or any successor IRA Custodian, may impose additional terms, conditions, and procedures, or may modify the same, with respect to your IRA checkwriting privilege.

All capitalized terms used within this Statement of Terms and Conditions and not otherwise defined herein shall have the meanings attributed to them in the Custodial Agreement.

**Redemption of Shares.** You direct the Custodian to redeem those shares in your IRA on which checkwriting is available to cover checks drawn by you or on your behalf and to pay any standard service charges that may arise in connection with the processing of such checks, unless otherwise specified in your application for checkwriting. As set forth more fully in the Prospectus, redemption rights may be suspended by the mutual fund in which your IRA is invested, under certain emergency circumstances. In such circumstances, a check may be dishonored without prior notice to you. You agree to hold the Bank, National Financial Services LLC ("NFS"), the Custodian and any of their agents, affiliates, successors and assigns and their officers, directors and employees, and the mutual fund, harmless for any and all adverse consequences you incur as a result of a check being dishonored under such circumstances.

**Date of Distribution.** The date of the distribution for all IRA distributions by check will be deemed to be the date that the check drawn on the IRA is delivered for payment by the Bank to NFS, **not** the date on the check or the date that the check is deposited. **For this reason, do not use the checkwriting privilege to cover your Required Minimum Distribution as the check may not be posted within the necessary time period to get credit for such distribution during the relevant year.** You agree that the Bank, the Custodian and NFS as agent for the Custodian will not be liable for any adverse tax consequences you incur as a result of your not meeting the Required Minimum Distribution because a check drawn by you was not posted by the Bank within the necessary time period.

**Withholding.** Unless you as the Depositor elect not to have withholding apply to any distribution from the IRA, all IRA distributions, other than Roth IRA distributions, by check will be subject to federal income tax withholding at the rate of 10% and state income tax withholding, when applicable, in the amount or percentage as determined by the requirements of your state of residence. The amounts necessary to meet the withholding requirements will be satisfied by separate distributions from your IRA. For example, if you write a check from your IRA, other than a Roth IRA, for \$1,000, unless you elect not to have withholding apply to your IRA distributions; one distribution in the amount of \$1,000 will cover the check drawn on your IRA, and a second distribution will be processed for federal income tax withholding, and a third distribution will be processed for state income tax withholding, when applicable. Your actual tax liability may be more or less than the amount of tax withheld and is your full responsibility.

**Overdrafts.** If you write a check that exceeds the available proceeds in the core account, the check may either be paid or returned at the Custodian's sole discretion, regardless of whether other assets are available within your IRA. Nothing contained in this statement shall be construed as an obligation or agreement by the Bank or the Custodian to pay any check that creates an overdraft. There will be a bank service charge for checks returned for insufficient funds.

**Stop Payments Lost/Stolen Checks.** If you do not want the Bank to pay a check you have written, you must contact your investment representative and the Bank at 1-800-222-2367 to place a stop-payment order on the check.

To make a stop-payment request, your stop-payment order must be timely, and must include the following information: the account number the check is being drawn on, the number, date and amount of the check, and the name of the payee. This information must be exact since stop-payment orders are handled by computers.

The Bank, the Custodian and NFS assume no liability for failure to stop payment on a check if any of the above information is incorrect or incomplete. There may be a standard service charge for every stop-payment order received.

The Bank must receive a stop-payment order in time to give it a reasonable opportunity to act on it and before its stop-payment cutoff time. The Bank's stop-payment cutoff time is 11:00 A.M. (Eastern Time) each banking day, subject to applicable law, including the Uniform Commercial Code. If the Bank honors your stop-payment order on a check, you agree that you will hold the Bank, NFS and the Custodian harmless for all expenses and adverse tax consequences you incur on account of the stop-payment order, subject to applicable law, including the Uniform Commercial Code. If you stop payment on an item and NFS or the Bank incurs any damages or expenses because of the stop payment, you agree to indemnify NFS and the Bank for the damages or expenses, including attorneys' fees. You assign to NFS and the Bank all rights against the payee or any other holder of the item. You agree to cooperate with NFS and the Bank in any legal actions that we may take against such persons. You should be aware that anyone holding the item might be entitled to enforce payment against you despite the stop-payment order.

Your stop-payment order is effective for six months. Neither NFS nor the Bank is obligated to notify you when a stop-payment order expires. Unless you renew the stop payment for another six months, the check may be paid even though it is a stale check, subject to applicable law, including the Uniform Commercial Code. You further agree that if, contrary to such stop-payment order, payment is nevertheless made through inadvertence, accident or oversight, the Bank's, NFS's and the Custodian's liability will be limited to the amount of actual loss sustained up to the amount of the check, and that the Bank, NFS and the Custodian will not be liable with respect to other items drawn by you which are returned because of such payment.

**Stale Checks.** Once a check is six months old, the Bank may elect not to pay it. But if there is no stop-payment order in effect when the Bank receives the check for payment, the Bank may also elect to pay it. The Bank may consult with the Custodian prior to making this decision, but will not consult you.

**Writing and Protecting Checks.** You agree not to write postdated checks (a check that is dated in the future). The Bank will not be liable to you for paying a postdated check prior to its maturity date. You agree to use care in safeguarding your unsigned check against theft or unauthorized use. You will inform your investment representative immediately if any unsigned checks are missing.

You agree that you will look over your IRA statements and other materials sent to you from NFS, your investment representative, the Custodian or the Bank as soon as you receive them. If you believe any statement you receive contains an error or includes an unauthorized, forged or altered check, you agree to notify the Bank and your investment representative immediately in writing. You must examine, upon receipt, all statements of account rendered to you and report any errors or irregularities to your investment representative within ten (10) business days, or such longer or shorter period as may be provided for under applicable statutes or regulations, of your receipt of the statement. Otherwise, your account will be deemed to be correct and all items properly charged and the Bank, NFS and the Custodian shall have no further liability. You further agree that neither the Bank, NFS nor the Custodian will be liable if you fail to exercise ordinary care in examining your statements. You assume all liability for unauthorized signatures produced by a facsimile signature, device or stamp.

**You may not start a legal action against either NFS or the Bank because of any problem unless: (a) you have given the Bank the above notice and (b) the legal action begins within one year after we send or make your statement available to you. If you make a claim against either NFS or the Bank in connection with a problem, NFS and the Bank reserve the right to conduct a reasonable investigation before recrediting your account and you agree to cooperate in such investigation. If either NFS or the Bank requests, you agree to complete an affidavit of forgery or other proof of loss. If you refuse to sign such an affidavit, neither NFS nor the Bank will be liable to you for any loss arising from the problem.**

**The time period for you to examine your statement and report "problems" to NFS or the Bank are without regard to NFS's or the Bank's level of care or the commercial reasonableness of their practices, further with regard to whether copies of cancelled checks are supplied to you.**

**Check Safekeeping.** Unless otherwise set forth in the IRA Customer Agreement, checks or copies of checks will be held for safekeeping by the Bank and will not be returned to you in the normal course of business.

**Instructions Believed to be Genuine.** You hereby acknowledge that NFS, the Custodian, and the Bank may act on instructions believed by NFS, the Custodian or the Bank to be genuine instructions.

**Facsimile Signatures.** You may wish to use a facsimile signature stamp or other mechanical signature device to sign checks or other orders relating to your accounts. If you do, we will, without contacting you, debit your account for items bearing an imprint that looks substantially like your authorized mechanical signature, whether or not such items bear the actual facsimile signature stamp. You agree to notify us and give us a sample imprint if you plan to use such a device. If you do not give us a sample, this section still applies to your use of the device. You are responsible for the security of any mechanical signature device. Neither NFS nor the Bank will be responsible for payment of unauthorized items bearing an imprint from, or similar to, your authorized mechanical signature.

**Inconsistent Amounts.** Checks are processed by computers. The check amount in numerals is the one encoded on the check to be read by the computer. You agree that if the check amount in words is different from the amount in numbers, we may charge against your account the amount in words.

**Legal Proceedings.** If your IRA becomes involved in legal proceedings, your IRA may be restricted, which may result in your checkwriting privileges being restricted or terminated. You will be notified by your investment representative whenever such a restriction occurs. NFS and the Custodian shall be held harmless for any outstanding checks not honored at the time your IRA checkwriting privileges are restricted or terminated.

**Termination of Checkwriting Privileges.** Your checkwriting privileges may be terminated at any time and for any reason or no reason, without prior notice to you. You will be notified promptly in writing upon termination of your checkwriting privileges. You agree to destroy or return to your investment representative all unused checks upon request after termination of your checkwriting privileges.

**Amendment.** This Statement of Terms and Conditions may be amended by delivery to you of a revised Statement of Terms and Conditions prior to the effective date of such amendment.

**Service Charges.** Standard service charges for items such as new checkbooks, overdrafts, stop payments, providing copies of checks, etc., may be imposed by providing notice to you prior to the effective date of such service charge(s).