New Account Checklist

Thank you for choosing American IRA, LLC!

Enclosed are the forms required to establish and fund your retirement account with American IRA, LLC.

Step 1:

To open your IRA with American IRA, LLC we will need:

- **Account Application** (Complete all pages)
- **Photo ID** (submit a copy of your driver’s license, passport, or valid government-issued photo ID)

Once you’ve completed all required forms, send to:

- **By Mail:** American IRA, LLC -135 Broad Street, Asheville NC 28801
  - Overnight: American IRA, LLC -135 Broad Street, Asheville NC 28801

- **By Fax:** (828) 257-4948
- **By Email:** NewAccounts@AmericanIRA.com

Step 2:

Fund your account

- **Transfer Form:** Use this form to transfer funds from your existing IRA to your new IRA.
  
  Please note that your existing IRA custodian may require a Medallion Guarantee Stamp, which is much like a notary seal. Check with your bank to obtain this stamp.

- **Rollover/Direct Rollover Form:** This form documents the rollover of your cash or asset to your new IRA. You will need to contact your current provider to initiate the rollover.
  
  - A rollover contribution occurs when you take receipt of assets or cash for up to 60 days before reinvesting in a new retirement plan.
  - A direct rollover contribution occurs when you move assets or cash directly from your qualified retirement plan to a new retirement plan.

Step 3:

Read and keep the following forms for your files:

- 5305 Custodial Agreement – is available online
- Copy of Application

Need Help? Call 1-866-7500-IRA(472) and a client services representative will assist you in opening your account today!
# New Account Application

To initiate the account, please complete, sign and return:

- [ ] IRA Account Application
- [ ] Photocopy of your Government Issued ID (Patriot Act requirement)

## 1. Personal Information

<table>
<thead>
<tr>
<th>Legal Name:</th>
<th>Birthdate: (mm/dd/yyyy)</th>
<th>Social Security Number:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Physical Address: (Required)</th>
<th>City, State, Zip:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Mailing Address: (Optional)</th>
<th>City, State, Zip:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Primary Phone:</th>
<th>Mobile:</th>
<th>We will use text messages to notify you regarding your account. ☐ Check here if you would like to opt OUT of receiving text messages.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Current/Most Recent Occupation: (Required, if retired list previous occupation)</th>
<th>Title:</th>
<th>Marital Status:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Email Address:</th>
<th>Driver’s License Number:</th>
</tr>
</thead>
</table>

## 2. Account Type

- [ ] ROTH
- [ ] Traditional
- [ ] SEP IRA — Complete SEP305
- [ ] SIMPLE IRA
- [ ] Coverdell – Complete Coverdell Supplement Page
- [ ] Inherited IRA
- [ ] Health Savings Account
  - Check one: [ ] Self-only coverage [ ] Family Coverage
  - Original IRA Holder Name: ____________________________

## 3. Account Funding

- [ ] Annual Contribution
- [ ] Transfer Contribution
  - Transfer from existing IRA or Employer Sponsored Plan.
- [ ] Rollover Contribution
  - Take receipt of the assets for up to 60 days before reinvesting in a new retirement plan.
- [ ] Direct Rollover Contribution
  - Rollover from Employer Sponsored Plan. (401k, 403b, 457, TSP)

## 4. Notifications

- MINIMUM ACCOUNT BALANCE $750
- All emails are sent encrypted for your safety.
- Statements will be e-mailed all account holders on an annual basis.
- We, American IRA, LLC, will call you, the Account Holder, to verify and confirm any outbound movement of cash from your account when we receive instructions requesting to send funds from your account. We will call you at the telephone number on file for you.

How did you hear about us?

- [ ] Internet
- [ ] REIA Group
- [ ] CPA
- [ ] Attorney
- [ ] Advisor
- [ ] Webinar
- [ ] Other: ____________________________

## 5. Interested Party Designation

I hereby authorize the following representative as interested party on my self-directed IRA. I understand this named representative will have access to my account details, balance, holdings and any other account related activity. Interested parties **DO NOT** have the ability to sign on your behalf or move funds in or out of your self-directed account. I also understand that this will remain in effect until revoked in writing.

Name: (Individuals only) | Phone: | Email: 
-----------------|-------|--------

Name: (Individuals only) | Phone: | Email: 
-----------------|-------|--------

Would you like the named interested party to be provided a login to view your account online? [ ] Yes [ ] No  
*If not selected this defaults to No.*
### Beneficiary Information

<table>
<thead>
<tr>
<th>Name (first, middle, last)</th>
<th>Date of Birth (mm/dd/yyyy)</th>
<th>Social Security Number</th>
<th>Country of Citizenship</th>
<th>Relationship</th>
<th>Primary or Contingent?</th>
<th>Share %</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

**Beneficiary Opt Out**
- □ I opt to not list a beneficiary.

**Current Marital Status:**
- □ I am not married – I understand that if I become in the future, I must complete a new Beneficiary Designation form.
- □ I am married – I understand that if I choose to designate a primary beneficiary other than my spouse, my spouse must sign below.

**Spousal Consent (only required if your spouse is not the Primary Beneficiary – see note below)**

The consent of spouse must be signed only if all of the following conditions are present:

a. Your spouse is living;
b. Your spouse is not the sole Primary Beneficiary name and;c. You and your spouse are residents of a community property state (such as AZ, CA, ID, NV, MN, TX, WA, LA, or NV)

I, the undersigned, am the spouse of the Custodial Account holder whose name is listed above. I hereby certify that I have reviewed the Designation of Beneficiary form and I understand that I have a property interest in the Custodial Account. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. I further acknowledge and consent to the above Designation of Beneficiary, other than myself, as the primary beneficiary. I also understand that, by signing this, I am giving up all, or part, of my rights to receive benefits under this plan in the event my spouse dies. I assume full responsibility for any adverse consequences that may result. I have been advised to seek the advice of an attorney and/or financial advisor prior to signing any documents and I have sought the advice of counsel and/or financial advisor or do hereby waive my right to do so. No tax or legal advice has been given to me by the Custodian and/or Administrator related to this matter.

**Signature of Spouse:** ____________________________ **Date:** ____________________________

**Account Owner Signature**

In the event of my death, the balance in the account shall be paid to the Primary Beneficiaries who survive me in equal shares (or in the specified shares, if indicated). If the Primary or Contingent Beneficiary box is not checked for a beneficiary, the beneficiary will be deemed to be a Primary Beneficiary. If none of the Primary Beneficiaries survive me, the balance in the account shall be paid to the Contingent Beneficiaries who survive me in equal shares (or in the specified shares, if indicated). If I name a beneficiary which is a Trust, I understand I must provide certain information concerning such Trust to the Custodian.

Accounts with past due fees, unfunded accounts, accounts transferring to a beneficiary and accounts with zero value will continue to incur administration fees until such time as the Depositor or Beneficiary notifies the Custodian (on a form prescribed by the Custodian) of the Depositor’s intent to close and/or transfer the account and the Depositor’s account is closed or until the Custodian resigns.

I understand that I may change or add beneficiaries at any time by completing and delivering the proper form to the Administrator.

**Signature of Account Holder:** ____________________________ **Date:** ____________________________

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**LEFT BLANK INTENTIONALLY**
Acknowledgement

Custodian and Administrator: The Custodian for my Account will be New Vision Trust Company, a State Chartered South Dakota Trust Company, and the Administrator for my Account will be American IRA, LLC, A North Carolina Limited Liability Company, as identified in the Custodial Account Agreement (IRS Form 5305A, 5305-RA, 5305-SA, 5305-SEP, 5305-C, and 5305-EA). I understand that the Custodian may resign by giving me written notice at least 30 days prior to the effective date of such resignation. I understand that if I fail to notify the Custodian and/or Administrator of the appointment of a successor trustee or the death of my designated representative within such 30-day period, the Custodian shall retain all assets cash or personal or real property, wherever located, and of whatever value) shall be distributed to me, outright and free of trust, and I will be wholly responsible for the tax consequences of such distribution.

My Account is "Self-Directed" What does "Self-Directed" mean? Self-Directed means I, as the Holder of the Account, am solely responsible for the investment of all assets within my Account and giving Custodian and/or Administrator the directives to take any action on behalf of the Account. That means I am responsible for the selection, management, monitoring and retention of all investments held by my Account. The Custodian does not have authority to invest or make any investment decisions nor advisory or determination as to the prudence, viability, suitability, legally, or safety of the investments that I select. The assets selected for investment are solely my responsibility. This requires that I assume financial responsibility and appropriateness of the investment for my Account and retirement objectives and I should have all investments reviewed by a competent legal, tax, and/or financial advisor.

No Investment Advice: I acknowledge and agree that the Custodian does not provide or construct any advice for any tax, legal or investment advice with respect to the investments and assets in the Custodial Account and shall not be liable for any loss which results from my exercise of control over the Custodial Account. I further understand and agree that the Custodian neither sells nor endorses any investment products. If the services of the Custodian were marketed, suggested or otherwise recommended by any person or entity, such as a financial representative or investment promoter, I warrant that such promoters and/or marketers are not in any way agents, employees, representatives, affiliates, partners, independent contractors, consultants, or subsidiaries of the Custodian, and that the Custodian is not responsible for and are not bound by any statements, representations, warranties or agreements made by any such promoter, or representative or entity. I agree to consult with my own CPA, attorney, financial planner and any other advisors I consider appropriate before making any investment decisions.

In any Proceeding, any person or entity which controls, is controlled by, is under common control or ownership with, the Custodian and/or Administrator shall not be under any obligation to extend credit to my Account or otherwise make or extend advance to or for me or my Account. I agree to indemnify and hold harmless the Custodian in the defense of such claims or liabilities.

Prohibited Transactions: I understand that my Account is subject to the provisions of Internal Revenue Code (IRC) Section 4975, which defines certain prohibited transactions. I acknowledge and agree that neither the Custodian nor the Administrator will make any determination as to whether any transaction or investment in my Account is prohibited under sections 4975, 408(e) or 408A, or under any other state or federal law. I accept full responsibility to ensure that none of the investments in my Account will constitute a prohibited transaction and that the investments in my Account comply with all applicable federal and state laws, regulations and requirements.

Responsibility for determining eligibility and tax consequences: I assume complete responsibility for 1) determining that I am eligible to make a contribution to my Account; 2) ensuring that all contributions I make are within the limits prescribed by the relevant sections of the Internal Revenue Code; and 3) the consequences of any contribution (including a rollover contribution) and distributions.

Unrelated Business Income Tax: I understand that my Account is subject to the provisions of IRC Sections 511-514 relating to Unrelated Business Taxable Income (UBTI) of tax-exempt organizations. I agree that if I direct the Custodian and/or Administrator to make an investment in my Account which generates UBTI, I will be responsible for preparing or having prepared the required IRS Form 990-T tax return, an application for an Employer Identification Number (EIN) for my Account, and any other documents that may be required, and to submit them to the Custodian and/or Administrator for filing with the Internal Revenue Service at least ten (10) days prior to the date on which the return is due, along with an appropriate directive authorizing the Custodian and/or Administrator to execute the forms on behalf of my Account and to pay the applicable tax from the assets in my Account. I understand that the Custodian and the Administrator do not make any determination of whether or not investments in my Account generate UBTI; have no duty to do and do not monitor whether or not my Account has UBTI; and do not prepare Form 990-T on behalf of my Account.

Valuations: I understand that the assets in my Account are required to be valued annually at the end of each calendar year in accordance with IRC Section 408(b)(1) to 233 (h) and other guidance provided by the IRS, and that the total value of my Account will be reported to the IRS on Form 5498 each year. I agree to provide the year end value of any illiquid and/or non-publicly traded investments, which may include without limitation limited partnerships, limited liability companies, privately held stock, real estate investment trusts, hedge funds, real estate, secured and unsecured promissory notes, and any other investments which the Custodian and/or Administrator may be unable to value using the methods described in IRC Section 408(b)(1) to 233 (h) and other guidance provided by the IRS. I agree to indemnify and hold harmless the Custodian and the Administrator from any and all losses, expenses, settlements, or claims with regard to investment decisions, distribution values, tax reporting or any other financial impact or consequence relating to or arising from the valuation of assets in my Account.

Payment Instructions: I agree to furnish payment instructions to Custodian and/or Administrator regarding any invoice, assessment, fee or any other disbursement notification received by the Custodian and/or Administrator on behalf of my Investments, and I understand that neither Custodian and/or Administrator has any duty or responsibility to disburse any payment until such instructions are received from me or my Designated Representative. Written direction shall include signature by facsimile or by electronic signature.

Affiliated Business Disclosure and Conflict of Interest Waiver: The Custodian, New Vision Trust Company, a State Chartered South Dakota Trust Company and American IRA, LLC, a North Carolina limited liability company (Administrator) are affiliated companies by reason of their common ownership and management. The owners of American IRA, LLC, a North Carolina limited liability company will enjoy a direct and/or indirect financial benefit from the fees I pay to New Vision Trust Company, a State Chartered South Dakota Trust Company. By signing the Account Application, I acknowledge and understand that: 1) New Vision Trust Company, a State Chartered South Dakota Trust Company and American IRA, LLC, a North Carolina limited liability company are under common control and management with the Administrator, New Vision Trust Company, the Depository is providing a financial benefit to the owners of American IRA, LLC, a North Carolina limited liability company 3 I am under no obligation to retain New Vision Trust Company, a State Chartered South Dakota Trust Company and that I am free to retain the services of another, unaffiliated Custodian, and 4) I do acknowledge and confirm that I chose New Vision Trust Company, a State Chartered South Dakota Trust Company freely and with no influence from the Custodian and/or Administrator.

Investment Funding Requirements: I understand and agree that I cannot make investments without having available liquid funds in my Account. In addition, if any investment contains provisions for future contractual payments, (including any margin calls) I agree that the payments or assessments shall be borne solely by my Account to the extent such payment is authorized by me or my Designated Representative, and may reduce or exhaust the value of my Account. I further agree to indemnify Custodian and/or Administrator for any and all payments or assessments which may imposed as a result of such contractual provisions in my Account, and I agree that no obligation or responsibility shall be imposed on the Custodian or Administrator to make any distribution from my Account to or otherwise disburse payments or advances which I have failed to make or otherwise advance to my Account, and accompanying payment instructions, have been received by Custodian and/or Administrator. I further agree that neither Custodian nor Administrator shall be responsible for late fees assessed by any third party where the late fees are due to the failure to make or advance any payment instruction or accompanied payment instructions to my Account and/or Administrator which is made by check may be subject to a seven (7) business day clearing period before funds are available to invest. ALL NEW ACCOUNTS are subject to a seven (7) calendar day waiting period before any funds can be invested.
9 Fee Schedule

One Time Account establishment: $50 (paid upon initial application)

Annual Fees

☐ Option One: $285 annually
  - $95 transaction fee (Purchase/Sale of an Asset)
  - Minimum Account Balance $750

☐ Option Two: $450 annually
  - Unlimited transactions (Purchase/Sale of an Asset)
  - Minimum Account Balance $750

Accounts under $7500 pay an Annual Fee of only $165 or $330 for unlimited transactions!

Processing Fees

- Wire Transfer (incoming/outgoing): $30
- Cashier’s Check (includes overnight shipping): $50
- ACH/Trust/Voided Checks: $10
- Certified Mailing: $10
- Overnight Mailing: $20 plus shipping costs
- Notary: $5

Miscellaneous Fees

- Exchange, Re-registration, Re-characterization of an Asset/Liability or Leveraged Asset: $95
- Special services, such as not limited to, research of closed accounts, processing foreclosures, and tax issues $75 per 1/2 hour. (Minimum charge in increments of half hour.)
- Federal or State Tax Withholding $10
- Expedited Investment Review: $95
- Partial or Full Account Termination - Includes transfer of assets from your account and lump-sum distributions: .005 of the termination value (plus applicable transaction fees): min $150 - max $500.
- Deposit Research (if deposit coupon is not included with deposit) $25
- Copy/Cleared/Canceled checks; Reproducing tax documents (5498/1099); Duplicate Statements $15
- Returned Items, Stop Payment Request, Credit Card Decline $30
- Regularly Scheduled Distribution Fee(Monthly/Quarterly/Annually)$25
- 990-T Processing, Reversal of Fees for Alternate Payment Method $50
- If fees are deducted from your account causing your cash balance to fall below the required minimum account balance $25 per month until account is brought back to the minimum balance.

*A credit card convenience fee of 4% will be charged for all credit card transactions

Pay Fees By: □ Credit Card □ Deduct fees from my undirected cash in account


Annual account fees are not prorated and are withdrawn from undirected funds (defined as any cash in the Custodial Account not invested pursuant to a specific investment direction by you, as the depositor, hereinafter referred to as “Depositor”), unless Depositor elects to pay by credit card or debit card as specified above. Transaction fees are due prior to funding the transaction. Fees paid from Depositor’s account will be reflected on Depositor’s statements, which are available online. If there are insufficient undirected funds in Depositor’s account, or where any credit card payments are declined, Custodian may liquidate other assets in Depositor’s account to pay for such fees after a 30-day notification, in accordance with the Custodial Agreement and Disclosure Statement.

Late Payment Fees: Depositor will be charged $25 per month, or any portion of any month, an invoice remains past due, or the maximum allowable under applicable state law. Depositor agrees and directs Custodian that Depositor’s un-directed cash be placed into a state and/or Federal banking institution, unless Custodian is otherwise directed by Depositor. Depositor agrees that accounts with past due fees, unfunded accounts, and accounts with zero value will continue to incur administrative fees until such time as Depositors notifies Custodian, of intent Depositors’ to close the account or until Custodian resigns. In accordance with Depositors’s Account Application, this Fee Disclosure is part of Depositors’s Agreement with the Custodian and must accompany Depositors’s Application. Custodian reserve the right to change its Fee Schedule at any time with a 30-day notice to Depositor.

10 Account Acceptance

By my signature below, I acknowledge and declare that I have examined this New Account Application, and to the best of my knowledge and belief, it is true, correct and complete. I further declare and acknowledge I have read the Custodial Agreement (Forms 5305A, 5305-RA, 5305-SA, 5305-SEP, 5305-C, and 5305-EA), Fee Schedule, Privacy Notice and Account Disclosure Statement and agree to abide by the terms as currently written, or as they may be amended from time to time. In the event of a conflict between this New Account Application, Fee Schedule, Privacy Notice and/or Account Disclosure Statement, the Custodial Agreement shall govern. This Agreement, which shall include the Custodial Agreement, Fee Schedule, Privacy Notice, New Account Application and Account Disclosure Statement, is the complete and exclusive agreement between the parties with respect to my Custodial Account and shall supersede any prior agreements and communications (both written and oral) related to my Custodial Account.

Account Holder Signature: ____________________________________________

Account Holder Printed Name: ____________________________ Date: __________

FOR OFFICE USE ONLY

Custodian(or authorized representative) Signature: ____________________________

Printed Name: ____________________________ Date: __________