

| 1. Account Holder's Name and Address |     |      | 2. Social Security No                  |
|--------------------------------------|-----|------|--|
| Full Name:                           |     |      |  |
| Mail Address:                        |     |      | 3. Account Type                        |
|                                      |     |      | □ IRA/SEP/Roth □ 401(k) □ Simple □ ESA |
|                                      |     |      | □ HSA □ Trust □ Other:                 |
| City:                                | ST: | Zip: | 4. AET Acct. No.                       |
|                                      |     |      |  |
|                                      |     |      |  |

| 5. Investment Direction            |             | 6. Un-Invested Cash   |
|------------------------------------|-------------|---|
| a. Buy/Sell Direction (check one): | []Buy[]Sell | Quick Access Money Account w/Interest <sup>1</sup> Bank Account w/o Interest <sup>2</sup> |
| b. Asset Description/Name/ID       |             |   |
|                                    |             |   |
|                                    |             | _   |
| c. Dollar Amount                   |             |   |
| d. Units                           |             | -   |
|                                    |             |   |

| 7. Special Instructions | 8. Signature  |
|-------------------------|---|
|                         | I understand that all investment decisions, including due diligence requirements, are mine, and mine alone. I understand that my account is completely self-<br>directed and that American Estate & Trust or uDirect, or its affiliates have not recommended any specific investment or decision to me. I understand that the uninvested cash options listed by are presented for informational purposes only, not as a recommendation or an endorsement or solicitation of an investment or security. I understand that all investment decisions are subject to all applicable Federal and state laws, and to the regulations and policies, including any current and/or future laws, regulations and policies. I certify that I have read all of the Account Holder Notice and Waiver, disclosures and the information provided with this direction and I agree to the terms for funding my investment. I certify that all information provided by me is correct and may be relied upon by the custodian and administrator. |
|                         | (Account Holder) (Date)   |

<u>NOTICE:</u> IF YOU PROVIDE THIS FORM AND THERE ARE NOT ANY FUNDS IN YOUR ACCOUNT, THIS FORM WILL NOT BE PROCESSED OR CONSIDERED VALID. WE WILL NOT HOLD INVESTMENT DIRECTION FORMS FOR INDEFINITE PERIODS. IT IS YOUR RESPONSIBILITY TO INSURE THAT FUNDS ARE AVAILABLE WHEN EXECUTING THIS DIRECTION FORM. A NEW FORM WILL BE REQUIRED WHEN FUNDS BECOME AVAILABLE.

Note: This form is neither a solicitation nor an offer for the sale of an investment or of a security.

<sup>&</sup>lt;sup>1</sup> By default, all client account money received at American Estate & Trust, LC (AET) is automatically placed in a *Quick Access Money Account* until or unless the client directs that some or all the Account's funds be invested, paid or moved elsewhere. The Account is an AET managed account invested in a mix of high quality fixed income securities. The Account holds your money, held for you by AET, and generally pays above-market interest rates to your account. Principal (cash) withdrawal requests are normally fulfilled within 24 hours (72(t) IRA payments are made only according to a pre-arranged schedule). When you open a new account, AET immediately sends a notice stating the current interest rate. The rate is also available by phone or email request to AET, and it will be listed on your online and monthly account statements. AET's active management of your Quick Access Money Account is not FDIC

AET's active management of your Quick Access Money Account seeks to maintain and return 100% of your principal. Opening a Quick Access Account involves risks. The Account is not FDIC insured. The safety of principal and the return of interest are backed only by the underlying investments and earnings of the account. The underlying assets and earnings may lose value due to market fluctuations. AET and uDirect assumes no liability for losses in the underlying investments of your Account

market fluctuations. AET and uDirect assumes no liability for losses in the underlying investments of your Account AET's fees for managing your Account do not come out of your principal, or your stated yield. AET's management fees are: Any and all Account earnings which are above the amount needed to pay your stated yields. If there are no earnings above your stated yield, then AET collects no fees.

<sup>&</sup>lt;sup>2</sup> Money which you wish to leave in a bank account will be held by AET at well managed and capitalized bank of our choosing. The account will have FDIC protection up to the normal and current FDIC insurance limits. Any and all interest earned in the account is retained by AET as its management fee. Your account will receive no interest from this bank account.



## Account Holder Notice and Waiver For Funding Investment

**NOTICE**: American Estate & Trust is not affiliated with or involved in any joint marketing or compensation arrangements with the investment that you have chosen. We are acting strictly in a directed custodial capacity whereby we will hold title to your investment in your account with us.

American Estate & Trust has not vetted, checked, qualified, researched or endorsed your investment or any parties that you have chosen to engage with regarding your investment. American Estate & Trust does not and will not monitor, follow up, or manage the investment you have chosen. We will not necessarily be aware of any changes in the investment or the investment's value without your direct involvement and notice to us as to the changes.

### Account Holder Representations:

American Estate & Trust and its affiliates do not and have not made any specific recommendations, representations or endorsements for the investment that I have chosen. I understand that I am making this investment choice at my own discretion and direction. I have not relied on any advice from American Estate & Trust for making this decision. I understand that it is my sole responsibility, per the account agreement, to do all the proper due diligence before making the investment and to provide the required and necessary ongoing monitoring and reporting of the investment to American Estate & Trust. As the account holder, I will NOT be relying on American Estate & Trust to provide any direct reporting on this investment beyond updating my account with information that I or the investment provides. I understand and agree that if an investment advisor recommends using American Estate & Trust as the custodian for any investment being offered to me, it does not make American Estate & Trust affiliated with, or responsible for the actions of, the advisor I have chosen or for the success of my investment. Since I clearly understand that American Estate & Trust is not responsible for my investment decisions or for monitoring my investments. I also agree that if any investment I choose loses value, either by normal market actions or criminal activities by the investment's principals, then any lawsuit or arbitration I initiate as well as any complaint I file with any federal or state authority will not name American Estate & Trust as being complicit or otherwise responsible in any way for the loss in value (I hereby agree to be liable for and to pay to American Estate & Trust substantial damages, as well as American Estate & Trust's reasonable legal fees and court costs, for damaging its reputation if I fail to abide by this). Further, I agree to continue paying my normal account fees, regardless of my perceived value of the investment, until such time as I formally close my account. If I close my account, American Estate & Trust will report the account value to the IRS on Form 1099-R at the last known value and will not reduce its value based solely on my personal statement that it has lost value. It will be my responsibility to provide American Estate & Trust with a formal, independent valuation legally attesting to and justifying the lower account value (for insolvency, a bankruptcy court order will suffice).

I understand and agree that any insolvency, criminal activity, poor investment performance or complete loss of my investment shall be my sole responsibility and that I will indemnify and hold American Estate & Trust harmless for any fees, expenses, legal costs, and any and all other costs that may arise as a result of my choosing this investment. Such fees and costs covered and reimbursed will include, but are not limited to, any fees or costs incurred from any investigations or from governmental authorities.

I agree to these terms and conditions and acknowledge them by signing this form to authorize the funding of my investment.

# Direction of Investment

### Instructions

Before proceeding with any investment involving your account, be sure to consult with your independent advisors regarding the suitability, legality and taxation of any desired investment. There are many rules involving various investment types and AET is not responsible for your due diligence. In the case of retirement plan investments, pay careful attention to any contract you sign as part of your investment to ensure the contract does not cause your plan to become disqualified (prohibited pledging of IRA assets, use of margin accounts, personal guarantees, etc).

Section 1: Fill in name and address as it appears on your account

2522 Chambers Road, Ste 100

Tustin, CA 92780 Phone: (714) 460-5505 Fax: (866) 538-3539

Section 2: Social Security Number

Direct

- Section 3: Select your account type
- Section 4: Your account number with uDirect

Section 5: Fill in this section if you are buying or selling and investment.

Section 5.a – Select buy or sell option Section 5.b – List asset name or identification Section 5.c – List the dollar amount for this transaction Section 5.d – List the number of units that may be associated with this asset transaction

- Section 6: You can pick either of the two un-invested cash options. By default, your cash goes into the Quick Access Account per your account agreement. Leaving this blank will not override any prior direction or choices.
- Section 7: Special Instruction This section is used to provide any wiring or check writing instructions or any other relevant transactional instructions.

Wiring Instructions: provide the following:

- Bank Name
- Account Name
- Bank routing ID
- Account Number

Check Writing Instructions:

- Payee
- Mailing address

#### Section 8: Sign and date

Transmittal of this form: This form can be mailed, faxed or sent as an email attachment.

uDirect IRA Services, LLC 2522 Chambers Road, Ste. 100 Tustin, CA 92780 Fax: 866-538-3539 Email: info@uDirectIRA.com

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