

SELF DIRECTED 401(K) ORDER FORM

929 N. Val Vista Drive
Suite 109 #168
Gilbert, Arizona 85234
donnell@sdretirementplans.com
Call / Text: (602) 560-7311

CLIENT PERSONAL INFORMATION

NAME			DATE OF BIRTH	SS NUMBER
ADDRESS		COUNTY	CITY	STATE
PRIMARY PHONE	ALTERNATE PHONE		EMAIL	

- Includes:**
- Documents – Prototype 401(k) documents with the Roth Option.
 - File SS- 4 – File for Employer Identification Number from the IRS
 - Set up the new plan with you as the trustee, no custodian or custodial fees.
 - Coordinate with current custodian (if needed) – Prepare all necessary forms for the current custodian to transfer your funds, these include; Adoption Agreement, Letter of Transfer and Acceptance and EIN.
 - Annual administration fees to be \$195.00 a year for maintaining the qualified status of the documents. After you have \$250,000 in your 401(K) you must file a 5500 EZ (fee for filing 5500 EZ is approx. \$250.00).

SERVICE FEE: \$1550

Method of Payment: CHECK CREDIT CARD

Self-Directed Retirement Plans, LLC has the right to charge the credit card below:

CREDIT CARD CARD NUMBER	<input type="checkbox"/> Visa <input type="checkbox"/> Master Card <input type="checkbox"/> Amex	CID NO	EXPIRY DATE
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Check Number

Note: CID is the three-digit number located on the back of the card that is being used. If using American Express, it is the four-digit number located on the top right corner of the front of the card.

I have read and agree the aforementioned terms and conditions. I may cancel this transaction any time within seven days after the date of this transaction. I have read the notice of cancellation on contained in this agreement for an explanation of this right.

Furthermore, I understand that I am creating a full-fledged pension plan that must be operated according to the plan.

In the event I consider, or hire, an employee I understand I should seek professional guidance on the ramifications of the employee being a participant in the plan.

CLIENT SIGNATURE _____

SPOUSE SIGNATURE (if required) _____

DATE _____

PERSONAL INFORMATION

CLIENT	NAME				DATE OF BIRTH	SS NUMBER
	ADDRESS		COUNTY	CITY	STATE	ZIP
	PRIMARY PHONE	ALTERNATE PHONE	FAX	EMAIL		
SPOUSE	Complete the information below only if he/she will be co-trustee of the plan.					
	NAME				DATE OF BIRTH	SS NUMBER
	PRIMARY PHONE	ALTERNATE PHONE	FAX	EMAIL		
	Will your co-trustee also be a participant of the plan? Yes No (To be a participant, you must be involved in the plan sponsor business.)					
ADOPTING EMPLOYER	COMPANY / SPONSOR NAME				EIN	
	ADDRESS		COUNTY	CITY	STATE	ZIP
	TYPE OF ENTITY Corporation S Corporation LLC Sole Proprietorship					
	Do you own more than 80% of any other business? Yes No					
	Checking account (we will assist you to choose the right bank).					

TERMS AND CONDITIONS

You have contracted with Self-Directed Retirement Plans, LLC, and a pension-consulting firm to perform the work requested on the last page of this document. This includes permission for SDRP LLC to obtain EIN numbers from the IRS.

In order to help us give you the highest level of support, we will expect your complete cooperation with our office in providing us with the requested documents and information, keeping us apprised of any changes in facts and circumstances that affect your plan before its completion, and the payment of our fees in a current and timely manner.

Right of Rescission

You have a seven-day Right of Rescission period beginning on the date you signed this contract. To exercise your rescission rights under this clause, you must notify in writing Self-Directed Retirement Plans LLC prior to midnight of the seventh day. In the event you wish to cancel services after that time, a \$300 administrative fee, as well as any actual costs will be deducted from any refunds.

Once we provide you with the completed documents no refund requests will be accepted.

MATTERS SPECIFICALLY EXCLUDED FROM THIS AGREEMENT

Our representation of you is limited to the production of documents listed on the front of the contract. Service specifically excluded from this agreement are:

1. IRS and state tax compliance and reporting requirements for you or any of the entities created pursuant to the scope of this agreement.
2. Representation of you in any proceedings or before any regulatory agency.
3. Issues specific to the laws of your state.

If you want us to represent you for any matter not specifically listed in the "Scope of Project," including, without limitation, any of the matters listed in this "Matters Specifically Excluded from the Engagement," then we must enter into a separate agreement to do so. Nothing in this agreement shall be deemed an acceptance of our offering these additional services on your behalf.

While we are available to provide you with ongoing advice, we are not obligated to do so unless you specifically request us to perform a specific service. It is our policy to put all advice on which a client might rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

PENALTIES AND FINES

You agree that it is your responsibility to know if you will incur any fees, penalties, or fines that you may incur if you liquidate any of your current qualified investments, and thus hold Self-Directed Retirement Plans LLC harmless in such an event. Additionally, while we strive to expedite this process as quickly as possible, the average length of time is about two to four weeks. Due to that fact, you should not enter into any contracts for investments until the procedure is finished. If you do enter into a contract before completion, you agree that we are not liable for any damages due to any delays.

SEVERABILITY

Every provision of this agreement is severable. If any provision hereof is held to be illegal or invalid for any reason whatsoever, it shall not affect the validity of the remainder of this agreement.

LIMITATIONS ON LIABILITY

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to three times the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.

Furthermore, because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding the statute of limitations of the State of Arizona, any claim based on this engagement must be filed within twelve months after performance of our service, unless you have previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

APPLICABLE LAW

The laws of the State of Arizona shall govern the interpretation of this agreement.

RULES ACKNOWLEDGEMENT

_____ / _____ I understand that I am acting as the trustee of the plan. I am acting as a fiduciary, because of such; I accept the responsibility of having complete checkbook control of the 401(K)'s assets.

_____ / _____ I understand the assets inside my 401 (K) can only be used for investment purposes. I am not allowed to ever use even a penny of these assets for personal expenses such as rent, mortgage or car payments.

_____ / _____ I understand that I cannot commingle the assets in the 401 (K) with my personal money. Anytime I contribute to the 401(K), or take a distribution, I must run those requests through the 401(k) account.

_____ / _____ I understand my 401 (K) cannot invest in collectibles. I agree that if I have any questions as to whether an investment is a collectible or not, I will consult with my tax advisor before making the investment.

_____ / _____ I understand that if I choose to use of an LLC inside my 401(K), it does not exempt my 401(K) assets and does not exempt my 401 (k) from the prohibited transaction rules. Thus my 401 (K)'s LLC cannot engage in any transaction with anybody related to me, or with any entity that is partially owned by a related party.

_____ / _____ I understand that the entire process to move the assets from my old IRA/401(K) custodian to my 401(k) takes on average 2 to 4 weeks. Normally we accomplish this in approximately 3 weeks. Due to the complex nature of this information, I understand it is my responsibility to watch the entire video contents on our website at www.sdretirementplans.com, and that if I have any questions I will contact you for clarification within the next 30 days.

_____ / _____ I understand that in certain situations, the income earned by my 401(K) will be subject to taxes. In particular, if I run an active business within my 401(K) or it's LLC, or if I borrow money and make profits off the borrowed money, the 401(K) may be subject to taxes.

_____ / _____ I understand that any non-disqualified individual may personally guarantee any loan for the benefit of the 401(K).

_____ / _____ I understand that Self-Directed Retirement Plans LLC does not provide clients with investment advice nor accounting advice of any kind and that all investments made using the plan are my/our sole responsibility as the designated Trustee(s) of the 401(k) plan.

CLIENT SIGNATURE

SPOUSE SIGNATURE (if required)

DATE