

## Direction of Investment - Private Company/Private Equity

### IMPORTANT INFORMATION

This form is to be completed by an Account Owner who wishes to make an investment into a private company (aka, Private Equity). Please be advised that the investment is made by the account — not you. All documents must reflect the title or owner as “Directed Trust Company FBO (Account Owner Name)(Account Type)”. For example, *Directed Trust Company FBO John Smith IRA, or Directed Trust Company FBO John Smith Roth IRA, Directed Trust Company FBO John Smith HSA, or Directed Trust Company FBO John Smith Solo 401(k) Roth, etc.*

### Required Documentation

The following documentation must be submitted along with this completed “Direction of Investment-Private Company” form.

- All applicable purchase documents completed and signed as read and approved by the account owner. Directed Trust Company will sign on the signature line. (e.g. the associated LLC operating agreement, LP Limited Partnership Agreement).

### Processing Options

Select an option below. If no option is selected, Directed IRA will process your request as normal (within 3 business days). I understand that if my account does not have sufficient funds, my transaction may not be processed. Processing cannot begin until all Investment Documents have been received and determined to be in good order.

- Next-Day Service (\$150) – Must be received by 4pm MST     Same-Day Service (\$250) – Must be received by 10am MST

### 1. Account Owner Information

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last Name: \_\_\_\_\_

Last 4 of SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Directed IRA Account Number: \_\_\_\_\_ Account Type: \_\_\_\_\_

### 2. Investment Information

- Purchase of New Shares/Units     Additional Capital Call Investment

Entity Type:  LLC     C-Corporation     Limited Partnership

Name of Investment: \_\_\_\_\_

No. of Units/Shares: \_\_\_\_\_ Price per Unit/Share: \$ \_\_\_\_\_

Total Investment Amount: \$ \_\_\_\_\_ Percentage of Ownership (after purchase): \_\_\_\_\_ %

Are you or any family members employed by, receiving compensation from, or affiliated with the company?  Yes     No

If Yes, explain ownership/involvement: \_\_\_\_\_

### 3. Documents to Process

Please list the documents you require Directed Trust Company to sign on your behalf.

Document 1: \_\_\_\_\_ Document 2: \_\_\_\_\_

Document 3: \_\_\_\_\_ Document 4: \_\_\_\_\_

### 4. Company Information

If Directed IRA requires additional investment documents to complete the investment review, we will request these documents directly from the company contact listed below.

Company Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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**5. Funding Instructions**

Please select option A or B below:

A.  Check

Make Check Payable To: \_\_\_\_\_

Mail Check To: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Delivery:**  Regular Mail (7-10 business days)  Priority Mail (2-3 business days) (\$15.00)  Overnight Mail (\$35.00)

B.  Electronic Funds Transfer

Bank Name: \_\_\_\_\_ Routing Number: \_\_\_\_\_

Account Holder's Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Reference Number: \_\_\_\_\_ Funding Deadline: \_\_\_\_\_

**Delivery:**  Wire  ACH Account Type:  Checking  Savings

\*Routing Number may differ depending on selection

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**6. Acknowledgment & Signature**

My account is self-directed and I, alone, am responsible for the selection, due diligence, management, review, and retention of all investments in my account. I agree that Directed Trust Company (Tradename, Directed IRA), the Custodian and Administrator, is not a "fiduciary" for my account, as the term is defined in the Internal Revenue Code, ERISA or any other applicable federal, state or local laws. I understand and acknowledge that by instructing Directed Trust Company to execute any investment documents on behalf of my account, any obligations, declarations, duties, responsibilities, or liabilities contained in such investment documents strictly pertain to me, as the account owner, and shall not apply to Directed Trust Company in any capacity, as Directed Trust Company is solely the passive, directed custodian for my account and acts only pursuant to my written instruction. I acknowledge and confirm that I have received, read and understand each of the disclosures for my account(s) and direction(s) of investment, and consent and agree to the terms and condition contained therein.

By signing below, I hereby direct Directed Trust Company, in its passive capacity, to enact this transaction for my account by signing on behalf of my account where indicated in the investment documents and hereby release, indemnify, and agree to hold harmless and defend Directed Trust Company in the event that this transaction violates any federal or state law or regulation, results in litigation, or otherwise results in disqualification, penalty, fine, or tax imposed upon me, my account, or Directed Trust Company. Please note electronic signatures on the Direction of Investment form must include the electronic signature Certification page or Certification Stamp. If one is not included we will not be able to process the Direction of Investment Form.



\_\_\_\_\_  
Account Owner Signature

\_\_\_\_\_  
Date

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**INVESTMENTS: NOT FDIC INSURED ■ NO GUARANTEE ■ MAY LOSE VALUE**

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**Email Forms to:**

[Investments@directedira.com](mailto:Investments@directedira.com)

**Send Mail to:**

3033 N. Central Ave. Ste. 415  
Phoenix, AZ 85012

**Phone:** (602) 899-9396

**Fax:** (602) 899-9641

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Directed IRA is a tradename of Directed Trust Company, an Arizona Corporation



## Direction of Investment Disclosure

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1. ACCOUNT OWNER WARRANTIES. As an account owner of a self-directed retirement account, I represent and warrant to Directed IRA Tradename Directed Trust Company (“Custodian”) the following:

- I. I warrant that I have properly titled the asset held by my retirement account;
- II. I warrant that I am not receiving any personal benefit from the investments made by retirement account (e.g. using your rental property as a vacation home);
- III. I acknowledge that if my retirement account invests in an asset that does not provide an automated update in regards to its fair market value (FMV), I must provide that value to Directed IRA each year as requested;
- IV. I acknowledge that an investment in my retirement account may create Unrelated Business Taxable Income (UBTI), and I should consult my tax advisor on the tax consequences of my investment;
- V. I warranty that my retirement account has invested in an asset that complies with all applicable federal and/or state requirements;
- VI. I warrant that I have provided all documentation associated with my investment to Directed IRA.
- VII. I acknowledge that I have read the disclosures provided with the Direction of Investment and accept any and all risk that may be associated with the asset I have chosen; and
- VIII. I understand that Custodian does NOT insure the investments made by retirement account.

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2. Custodian nor Custodian’s agent has NOT selected nor recommended any investment for me; and neither Custodian nor any employee of Custodian has acted as a broker dealer or salesperson in completing any purchase or sale of an investment or a security from me.

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3. Custodian has no obligation or duty to investigate, analyze, monitor, verify title to or otherwise evaluate any investment contemplated herein, or to obtain or maintain insurance coverage (whether liability, property, or otherwise) with respect to any assets or investment purchased by Account Owner. Custodian shall not be responsible to take any action should there be any default or any other obligation with regard to this investment unless instructed in a signed writing by Account Owner.

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4. It is not the responsibility of Custodian to review or consider the prudence, merits, viability or suitability of any investment made by me or to determine whether the investment is acceptable under ERISA, the Internal Revenue Code or any other applicable law. I understand that certain transactions are

prohibited in individual retirement accounts and qualified retirement plans under Section 4975 of the Internal Revenue Code. I further understand that the determination of a prohibited transaction depends on the facts and circumstances that surround the particular transaction.

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5. Custodian will make no determination as to whether my investment is prohibited. I further understand that should my account engage in a prohibited transaction, my account will incur a taxable distribution as well as possible penalties.

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6. I represent to Custodian that I have consulted with my own legal, tax and accounting advisors to insure that my investment does not constitute a prohibited transaction and that my investment complies with all applicable federal and state laws, regulations and requirements including without limitation that the offering entity or individual is not a disqualified person under IRC 4975(e) (2).

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7. In the event any investment for my retirement account produces taxable income (unrelated or debt financed) pursuant to IRC 511-514. I agree to prepare or have prepared for me, the required 990T tax form along with a direction of investment authorizing the Custodian to pay taxes from my account. Forms need to be submitted to the Custodian for filing five (5) days prior to the date on which they are due.

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8. Custodian does not provide legal or tax services or advice with respect to my investment; and the undersigned releases and indemnifies, and agrees to hold harmless and defend Custodian in the event that my investment or sale of assets pursuant to the Direction of Investment violates any federal or state law or regulation or otherwise results in a disqualification, penalty, fine or tax imposed upon the account, Custodian, or the undersigned.

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9. Custodian shall be fully protected in acting upon any instrument, certificate, or paper believed to be genuine and to be signed or presented by the proper person or persons whether or not by facsimile or other copy, and Custodian shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing, but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

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10. The undersigned represents to Custodian that if any investment is a “security” under applicable federal or state securities laws, such investment has been registered or is exempt from registration under federal and state securities laws and the undersigned releases and waives all claims against Custodian for its role in carrying out the instructions of

the undersigned with respect to such investment. The undersigned acknowledges that the foregoing representation is being relied upon by Custodian in accepting the undersigned's Direction of Investment and agrees to indemnify Custodian with respect to all costs, expenses (including attorney's fees). Fines, penalties, liabilities, damages, actions, judgements and claims arising out of such investment and/or breach of the foregoing representation.

11. The undersigned agrees that any documents sent to the undersigned by Custodian in connection with my investment shall be deemed approved by the undersigned, unless written notice to the contrary is received by the Custodian with the documents.

12. Any suit filed against Custodian arising out of or in connection with its role as Custodian of the undersigned's account shall only be initiated in the courts of Maricopa County, Phoenix; and the undersigned agrees to submit to such jurisdiction.

13. The undersigned agrees to reimburse or advance to Custodian, on demand, all legal fees, expenses, costs, fines and penalties incurred or to be incurred in connections with the defense, contest or prosecution of any claim made, threatened or asserted pertaining to the undersigned's investment through Custodian, including, without limitation, claims asserted by the undersigned, any state or federal regulatory authority or self-regulatory organization.

14. The undersigned releases and indemnifies, holds harmless and defends Custodian from any and all claims, damages, liability, actions, costs, expenses (including, without limitation, attorney's fees) and responsibility for any loss resulting to the account, the undersigned or to any beneficiary or incurred by Custodian, in connections with or by reason of any sale or investment made or other action taken (or omitted to be taken) pursuant to and/or in connection with this Direction of Investment or resulting therefrom. Under no circumstances shall Custodian be subject to or liable for any consequential, incidental, indirect, special, exemplary or similar damages, including without limitation, damages or costs incurred as a result of loss of time, loss of savings, loss of data, loss of revenues and/or profits, whether foreseeable or unforeseeable that may arise out of or in connection with this agreement or Custodian complying with your directions, regardless if such damages are based in contract, tort, warranty, negligence, strict liability, products liability or otherwise.

15. The undersigned acknowledges, understands and agrees that this Direction of Investment and any other Direction of Investment of the undersigned is subject to all of the term, conditions, representations, warranties and agreements contained in this Direction of Investment Disclosures, the undersigned's Custodial Agreement and Disclosure Information and nay other documents or disclosures provided to you by Custodian.



Account Owner Signature

Date

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# PPM/Private Offering/Private Company Subscription Instructions & Information

## IMPORTANT INFORMATION

Private offerings usually involve a few forms that need to be signed. They typically are; (1) Accredited Investor Questionnaire, (2) Subscription Agreement, and (3) LLC/LP Agreement Acceptance.

### Accredited Investor Questionnaire

- ✓ This form is used sometimes to verify if you are an accredited investor or are otherwise sophisticated and able to invest in the fund/company. **You need to complete this form and check the appropriate boxes to demonstrate that you are accredited** or otherwise able to invest in the fund. If you are accredited, your account is accredited.

### Subscription Agreement

- ✓ The subscription must be done in the name of your account with Directed Trust Company listed as the custodian. **Your account should be listed as Directed Trust Company FBO YOUR NAME, ACCOUNT TYPE.** For example, Directed Trust Company FBO John Smith IRA.
- ✓ Use our Tax ID of 37-1913185. Do not provide your personal SSN. Also, use our address found at the bottom of this form.
- ✓ Enter the number of Units/Shares you are purchasing AND enter the total investment dollar amount.
- ✓ We sign the subscription documents and any joinder agreement/operating agreement but need you to authorize us so please hand-write "Read and Approved" and sign in a blank space on the signature page. An Authorized Signer for Directed Trust Company will then sign the documents on behalf of your account.

Example: *Read and Approved*  
 \_\_\_\_\_  
 [YOUR SIGNATURE]  
 John Smith, Account Owner

Generally, the following information will be entered on the Subscription Agreement as an "Entity" making the investment or sometimes there is a designated section for a "IRA" or a "Retirement Account" making the investment.

### The investment will be titled as follows:

Directed Trust Company FBO Your Name, Account Type  
 Example: *Directed Trust Company FBO John Smith IRA or  
 Directed Trust Company FBO Sally Jones Roth IRA*

All wires of funds to be deposited into a Directed Trust Company Account must be sent to:

Wells Fargo Bank, NA  
 420 Montgomery Street  
 San Francisco, CA 94104

### Contact & Mailing Information:

Directed Trust Company  
 3033 North Central Avenue, Suite 415  
 Phoenix, AZ 85012  
 Phone: 602-899-9396  
 Fax: 602-899-9641  
 Tax ID/EIN: 37-1913185

ABA #:	121000248
Swift Code:	WFBIUS6S
Directed Trust Company Acct. #:	8450721009
'Additional Information' field of the wire must include:	"Client Name, Account Type"

### Incoming Wire Information

An Authorized Signer for Directed Trust Company will sign on behalf of your account on the Subscription/PPM document after the Account Owner has signed the documents as "read and approved" and we have received the signed Direction of Investment form.

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