

# PRIVATE EQUITY

DISCLAIMER AND INDEMNITY AGREEMENT



## 1. NDTCO ACCOUNT INFORMATION

Account Holder Name: <b>John Doe</b>	New Direction Account Number: <b>1000000</b>
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## ASSET INFORMATION

Name of Investment:  
**GenEric Entities, Inc.**

Within the above-named entity, I personally am (select one):

Manager, managing member or partner, officer, director, trustee or a person with similar duties

Member, shareholder, partner or beneficiary (with no management duties)

None of the above

## 2. DISCLAIMER AND AGREEMENT

This Disclaimer and Indemnity Agreement will confirm our mutual understanding and agreement regarding the proposed investment by your Account in the above-named entity. Your account is referred to in this document as the "Account", regardless of whether it is a retirement account under Internal Revenue Code (the "IRC") §401, §408 or §408A, a Coverdell Education Savings Account under IRC §530, or a Health Savings Account under IRC §223. You must sign this agreement and return it to us prior to making the investment in the entity.

- 1) You understand and agree that the Custodian, New Direction Trust Company, does not approve investments for your Account or actions you personally take or direct the Custodian to take on behalf of your Account. The Custodian is limited in its responsibilities under your Account, and its responsibilities do not include investment selection.
- 2) You understand and agree that the Custodian does not review and approve the subscription agreement, operating agreement, by-laws, limited or general partnership agreement, or any other similar agreement regarding the purchase or operation of the entity you want your Account to invest in.
- 3) You understand and agree that you are solely responsible for making sure that the entity was not formed and will not operate in a way that does or may lead to a prohibited transaction under IRC §4975.
- 4) You understand and agree that if the entity your Account is investing in becomes a "disqualified person" (as that term is defined in IRC§4975) upon funding (this may occur, for example, if your IRA and other disqualified persons, including you personally, own more than 50%of the entity), then any future mandatory capital calls may be considered to be a prohibited transaction under IRC §4975.
- 5) By signing this Disclaimer and Indemnity Agreement, you agree to indemnify and hold harmless the Custodian and their respective officers, directors, shareholders and employees against any liability associated with investing in the identified entity, including funding a capital call, and including any liability that arises because the investment is or may be a prohibited transaction under IRC §4975.
- 6) You understand and agree that the Custodian has given you no tax advice regarding the possibility that your Account may be subject to Unrelated Business Income Tax (UBIT) as a result of its investment in the identified entity. If your Account owes UBIT on its profits from the entity, you agree to prepare or cause to be prepared and filed a IRS Form 990T, and any similar filing required under applicable state laws, for each year with respect to which any such form is required, and to cause your Account to pay any UBIT that is reported in such forms. You understand and agree that any UBIT owed must come from funds belonging to the Account. Your agreement to indemnify and hold harmless, as set forth in paragraph 5) above, includes liability of the parties named therein with respect to UBIT and the preparation and filing of IRS Form 990T and similar state tax filings.
- 7) You agree and understand that New Direction Trust Company, Custodian, is required to report the fair market value of the Account to the Internal Revenue Service and/or to the Plan each year. You agree to obtain a fair market value for the Account's investment in the entity as of December 31 each year and report this information to Custodian on a form approved by Custodian no later than January 31st of the following year. You understand and agree that Custodian is entitled to rely on the valuation provided by you for reporting purposes and shall bear no responsibility as to the accuracy of the information provided. You understand and agree that until a different valuation is reported to the Custodian, the value of the investment in the entity will be reported based on the Account's total investment in the entity. You understand and agree that if you fail to provide a fair market value to the Custodian as required, Custodian may withdraw as custodian of your account and distribute the asset to you or to a successor custodian or Trustee.
- 8) You represent that you understand that with some types of accounts there are rules for required minimum distributions from the account. If you are now subject to the required minimum distribution rules for your Account, or if you will become subject to those rules during the term of the investment, you represent that you have verified either that the entity that your Account is investing in provides distributions that will be sufficient to cover each required minimum distribution, or that there are other assets in your Account, or in other accounts that you may access for this purpose, that are sufficiently liquid (including cash) from which you will be able to withdraw your required minimum distributions as they become required.
- 9) You represent that you have done your own due diligence on the entity you want your Account to invest in.
- 10) You understand and agree that the Custodian will not make any attempt to evaluate the entity you want your Account to invest in. For example, they make no attempt to check the financial strength of the entity, nor do they check with the Secretary of State to see if the entity is in good standing, nor do they check with the Securities and Exchange Commission, the Better Business Bureau or any other governmental or non-governmental agency to see if any complaints have been filed against the entity. You, as the owner of the Account, are 100% responsible for evaluating the entity, its operations and the investment potential of the entity, including taking the steps described in the preceding sentence.
- 11) You understand and agree that you are also responsible for confirming that none of the "disqualified persons" with respect to your Account are associated in any way with the entity you want your Account to invest in.

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- 12) You understand and agree that the Custodian, and its officers, directors, shareholders or employees have not given you any investment, legal or tax advice pertaining to this investment.
- 13) You understand and agree that if the Plan Asset Regulations issued by the U.S. Department of Labor apply, the entity is disregarded for purposes of the prohibited transaction rules of IRC §4975. In that case, the underlying assets of the entity are considered to be the assets in which your Account is investing, and each of the statements above regarding the entity must be true with regard to each of the assets that the entity invests in. You represent that you either understand the Plan Asset Regulations and Interpretive Bulletin 75-2 or that you have sought competent legal counsel regarding the Plan Asset Regulations and Interpretive Bulletin 75-2 and their potential application to the entity that you want your Account to invest in, prior to making your investment decision.
- 14) You agree if you are subject to required minimum distributions that you have sufficient funds available in your New Direction Trust Company IRA account or an IRA held at another custodian to satisfy your required minimum distributions.
- 15) PLEASE NOTE: DO NOT USE THE ACCOUNT HOLDER'S PERSONAL SOCIAL SECURITY NUMBER with respect to this investment for any purpose. the entity must obtain its own E.I.N.

### 3. SIGNATURE

I agree to comply with the above terms.

Account Holder Signature:

Date:

EXAMPLE