

**ADVANTAIRA TRUST, LLC  
OR ITS SUBSIDIARIES OR CONTINUING ENTITIES**

**Private Investment Disclaimer and Indemnity Agreement**

Client Name: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Asset Name: \_\_\_\_\_

This Disclaimer and Indemnity Agreement will confirm our mutual understanding and agreement regarding your proposed investment in the above mentioned investment or entity. Please sign this agreement and return it to us.

- 1) You understand and agree that AdvantaIRA Trust, LLC (or its subsidiaries or continuing entities) (further known as AdvantaIRA in this document) does not approve investments or actions you personally take or direct AdvantaIRA to take on behalf for your Account. AdvantaIRA is strictly a neutral administrator of your Account's assets.
- 2) You understand and agree that AdvantaIRA 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 or individual you want to invest with. You are solely responsible for making sure that your investment or entity was not formed or will not operate in a way that does or may lead to a prohibited transaction under Internal Revenue Code Section 4975.
- 3) You understand that IRA assets are not FDIC insured except for un-invested cash held by AdvantaIRA up to the current regulator amount. You understand IRA assets and investments can lose value.
- 4) You represent that you have done your own due diligence on the individual investment or company you want to invest in. You are acknowledging that there is risk in any investment and that you may lose all or a portion of your principal. AdvantaIRA is not responsible for the collection of IRA asset income or payments or recovery.
- 5) You understand and agree that neither AdvantaIRA nor any of its officers, directors, shareholders or employees are associated in any way with the asset you are investing in. Neither AdvantaIRA nor any of its officers, directors, shareholders or employees have given you any investment, legal or tax advice pertaining to this investment. AdvantaIRA will never receive a commission from any investment. It can be industry practice for a promoter or organizer to pay standard IRA administrative fees for their clients.
- 6) You agree to indemnify and hold harmless AdvantaIRA, its officers, directors, shareholders and employees against any liability associated with your Account's investment in this asset or company.

***We recommend that you read the most recent Alert from the SEC regarding investment risks in Self-Directed IRAs. [www.sec.gov/investor/alerts/sdira.pdf](http://www.sec.gov/investor/alerts/sdira.pdf)***

If this meets with your approval, please sign below and date and return to our office by email or fax. Thank you for your cooperation. We look forward to continuing to serve your retirement account needs.

**Accepted, Understood and Agreed to:**

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date