NuView IRA Processing Office
280 S. Ronald Reagan Blvd.
Longwood, FL 32750

Contact Us
Office: (407) 367-3472
Toll Free: (877) 259-3256
Fax: (407) 571-9541
Email: Documents@NuViewIRA.com
Web: NuViewTrust.com

Discover a new world of investment options.

SEP IRA APPLICATION

New Account Starter Kit and Checklist

Step One: Open Your Account

- ☐ ***Page 1:*** Include your current occupation and title. If you are retired, list the occupation you retired from.
- ☐ ***Page 2:*** List at least one beneficiary. If your spouse is not the primary beneficiary, he or she may need to sign the consent section.
- ☐ ***Page 3:*** Ensure the proper fee schedule and payment option is selected; approve these options with your signature.
- ☐ ***Page 5:*** Sign the Signature and Acknowledgement page.
- ☐ **Please include a copy of valid government-issued photo ID, such as a driver's license or passport.**

Step Two: Fund Your Account

- ☐ ***Transfer Form:*** Use this form to transfer funds from your existing IRA to your NuView IRA. Please note that your existing IRA custodian may require a Medallion Guarantee Stamp, which is much like a notary seal. Check with your bank to obtain this stamp.

OR

- ☐ ***Rollover / Direct Rollover Certification Form:*** This form documents the rollover of your asset to NuView IRA. You will need to contact your current provider to initiate the rollover.

  A *rollover contribution* occurs when you take receipt of assets for up to 60 days before reinvesting in a new retirement plan.

  A *direct rollover contribution* occurs when you move assets directly from your qualified retirement plan to a new retirement plan.

OR

- ☐ ***Annual Contribution***

SEP IRA Application

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Thank you for your interest in Self-Directing your IRA through NuView IRA, Inc. Please complete the sections below, sign and return with original signatures to our office.

To initiate the account, we will need the original completed forms:

- ☐ **IRA Account Application**
- ☐ **IRA Transfer or Direct Rollover Form** (if transferring funds)
- ☐ **Photocopy of your driver's license** (Patriot Act requirement)

For office use only:
Account No.: _____
Date Received: _____

1 PERSONAL INFORMATION

Legal Name *(Required)* ☐ Mr. ☐ Ms. ☐ Mrs. ☐ Dr. _____		**Date of Birth** *(MM/DD/YYYY)*	**Social Security Number**
Legal Address *(Required)*		**City, State, Zip**	
Mailing Address *(Optional)*		**City, State, Zip**	
Primary Phone	**Fax**	**Mobile**	**Email Address**
Marital Status ☐ Single ☐ Married *(see Consent of Spouse)* ☐ Widowed or Divorced		**Current/Most Recent Occupation** *(Required)*	**Title**

2 NOTIFICATIONS

Would you like to receive your quarterly statements online? ☐ Yes *(no charge)* ☐ No *($10 annual fee)*

How did you hear about us? Referred by: ☐ NuView Client ☐ Realtor ☐ CPA ☐ Attorney ☐ Advisor

Referral name: _____ ☐ Online via: _____ ☐ Other: _____

3 ACCOUNT TYPE

Please select one:

☐ **Traditional IRA**	☐ **SEP IRA** *(please attach employer plan documents)*	☐ **SIMPLE IRA** *(please attach employer plan documents)*
☐ **Roth IRA**	Employer Name: _____	Employer Name: _____

☐ **Beneficiary/Inherited IRA** Check one: ☐ Trad ☐ Roth ☐ SEP ☐ SIMPLE

Original IRA Holder Name: _____

4 ACCOUNT FUNDING

☐ **Annual Contribution**	☐ **Transfer Contribution**	☐ **Rollover Contribution**	☐ **Direct Rollover Contribution**
Year contribution for: _____	Transfer from existing IRA or Employer Sponsored Plan.	Take receipt of the assets for up to 60 days before reinvesting in a new retirement plan.	Rollover from Employer Sponsored Plan.

5 INTERESTED PARTY DESIGNATION

I hereby authorize the following representative as interested party on my self-directed IRA. I understand this named representative will have access to my account details, balance, holdings and any other account related activity. Interested parties DO NOT have the ability to sign on your behalf or move funds in or out of your self-directed account. I also understand that this will remain in effect until revoked in writing.

Name *(Individuals only)*	**Phone**	**Email**

Would you like the named interested party to be provided a login to view your account online? ☐ Yes ☐ No

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6 BENEFICIARIES

Select Beneficiary Type: ☐ Primary ☐ Contingent

Name	Social Security Number	Relationship	Date of Birth	Share %
Address		**City**	**State**	**Zip**

Select Beneficiary Type: ☐ Primary ☐ Contingent

Name	Social Security Number	Relationship	Date of Birth	Share %
Address		**City**	**State**	**Zip**

Select Beneficiary Type: ☐ Primary ☐ Contingent

Name	Social Security Number	Relationship	Date of Birth	Share %
Address		**City**	**State**	**Zip**

Select Beneficiary Type: ☐ Primary ☐ Contingent

Name	Social Security Number	Relationship	Date of Birth	Share %
Address		**City**	**State**	**Zip**

Account Owner Signature

In the event of my death, the balance in the account shall be paid to the Primary Beneficiaries who survive me in equal shares (or in the specified shares, if indicated). If the Primary or Contingent Beneficiary box is not checked for a beneficiary, the beneficiary will be deemed to be a Primary Beneficiary. If none of the Primary Beneficiaries survive me, the balance in the account shall be paid to the Contingent Beneficiaries who survive me in equal shares (or in the specified shares, if indicated). If I named a beneficiary which is a Trust, I understand I must provide certain information concerning such Trust to the Custodian.

I understand that I may change or add beneficiaries at any time by completing and delivering the proper form to the Administrator.

Signature of Participant: _____ **Date:** _____

Spousal Consent *(only required if your spouse is not the primary beneficiary - see note below).*

The consent of spouse must be signed only if all of the following conditions are present:

a. Your spouse is living;
b. Your spouse is not the sole primary beneficiary name and;
c. You and your spouse are residents of a community property state (such as AZ, CA, ID, NV, MN, TX, WA, LA or NV).

I am the spouse of the account holder listed above. I hereby certify that I have reviewed the *Designation of Beneficiary* form and I understand that I have a property interest in the account. I hereby acknowledge and consent to the above Designation of beneficiary other than or in addition to myself as primary beneficiary. I further acknowledge that I am waiving part or all of my rights to receive benefits under this plan when my spouse dies.

I, _____ hereby consent to the above Beneficiary designation.

Spouse Signature: _____ **Date:** _____

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7 FEE SCHEDULE

☐ **Option One: Fee Based on Number of Assets:**

$295 Per Asset and/or Liability

($295 Minimum Account Fee)

_____

☐ **Option Two: Fee Based on Total Account Value**

Portfolio Value:		Annual Asset Fee:
$0 -	$14,999.99	$195
$15,000	$29,999.99	$260
$30,000	$44,999.99	$325
$45,000	$59,999.99	$390
$60,000	$89,999.99	$500
$90,000	$124,999.99	$700
$125,000	$249,999.99	$950
$250,000	$499,999.99	$1,250
$500,000	$749,999.99	$1,650
$750,000 and up		$1,850

ALL ACCOUNTS INCLUDE AT NO ADDITIONAL CHARGE

- Online Account Access
- Required minimum distributions by check
- Annual Tax Reporting
- Access to regular Educational/Networking Events

TRANSACTIONS FEES

- Account establishment: $50 (Paid upon initial application)
- Wire transfer: $30
- Cashiers or other official bank check: $10
- ACH transfer, Trust checks: Free ($5 non-portal requests)
- Returned Items or Stop Payment Request: $30
- Special services, such as research of closed accounts, legal research, expedited investment review or additional processing required for certain complex transactions: $150/hour
- Partial or Full Account Termination - Includes transfer of assets from your account and lump-sum distributions: .005 of the termination value: maximum fee of $250 plus transaction & re-registration charges for each asset sale
- Purchase, Sale, Exchange or re-Registration of any Asset: $95
- Paper Quarterly Statements: $10
- Check Deposit Research: Free ($5 without deposit code)
- Overnight mail: $30
- Cash only fee: $48.75
- Fair Market Value stale dated asset: $75 (Charged annually)

PAY FEES BY: ☐ **VISA** ☐ **MC** ☐ **AMEX** ☐ **DISCOVER**

CARD NUMBER: _____ **EXP DATE:** _____

NAME ON CARD: _____ **BILLING ZIP CODE:** _____

Preferred Billing Method: ☐ **Always charge my credit card** ☐ **Deduct fees from my undirected cash account**

☐ **Only charge my credit card if no funds are available in my retirement account**

Annual Record keeping fees *are withdrawn from your un-directed funds on the date of account establishment and subsequent asset purchases unless you submit payment directly by check, credit or debit card. Fees may be collected quarterly and those Fees paid from your account will be reflected on your statement. You may also prepay fees by check, credit or debit card or charge to your account. If there are insufficient un-directed funds in your account, we may liquidate other assets in your account to pay for such fees after a 30 day notification, in accordance with your Plan and Trust Disclosure. Late Payment, Fees: The lesser of 1.5% per month (18% per annum) or the maximum allowable under applicable state law. Late Payment of Fees: The lesser of 1.5% per month (18% per annum) or the maximum allowable under applicable state law may be charged and collected. In accordance with your Account Application, this Fee Disclosure is part of your Agreement with the Administrator and must accompany your Application. If a signed Fee Disclosure is not received with your Application, fees will be based on "Option 2 --Account Value".* ***Custodian's Fees****: The Custodian shall be entitled to receive, from the assets held in your account, a fee equal in amount to all income that is generated from any Undirected Cash (defined as any cash in your account not invested pursuant to a specific investment direction by you) which has been deposited by the Custodian into demand deposit accounts and time deposit accounts or follow form 5305-A while under review. The Custodian retains the right, but does not have the obligation, to reduce this fee by rebating a portion of the fee into your account. You agree that this fee may be retained by the Custodian as compensation for the services provided by the Custodian in relation to your account. The Custodian may pay all or an agreed portion of this fee to the Administrator as agreed between the Custodian and the Administrator. The Custodian reserves the right to change all or part of the Custodial an may transfer any Undirected Cash in your account into demand deposit accounts and time deposit accounts or follow form 5305-A while under review without any further approval or direction by you.*

PLEASE PRINT, SIGN AND MAIL THIS FORM TO YOUR NUVIEW IRA OFFICE.

Printed Name: _____

Signature: _____ **Date:** _____

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8 SIGNATURE AND ACKNOWLEDGEMENT

Appointment of Custodian and Administrator: Pursuant to this custodial account agreement ("Agreement"), the account owner designated in the Account Application form ("I," "me," "my," or "Account Owner") establishes a custodial account ("Account") with NuView Trust Company, Inc. as custodian ("Custodian") and engages NuView IRA, Inc., as administrator of the Account ("Administrator" and collectively with the Custodian, "NuView").

I may terminate the Account upon 30 days notice written notice to the Administrator. Such notice will not be effective unless I designate a successor trustee, custodian, or other account to which the assets of my Account will be transferred. I understand that the Custodian and the Administrator may resign by giving me written notice at least 30 days prior to the effective date of such resignation. I understand that if I fail to notify the Administrator of the appointment of such a successor trustee, custodian, or other account within such 30 day period, then the assets held by the Custodian in my Account (whether in cash or personal or real property, wherever located, and regardless of value) will be distributed to me, outright and free of trust, and I will be wholly responsible for the tax consequences of such distribution. Custodian reserves the right to retain sufficient amounts to pay any fees and expenses incurred through the date of termination, plus any costs or fees Custodian incurs in connection with the termination. To the extent that the entire balance of my Account is not sufficient to satisfy the payment of fees and expenses due to be paid pursuant to the Custodian, then my Account will be liquidated with the balance applied to the payment of such fees and expenses.

While this Agreement is in effect, I authorize and direct the Custodian to:

- Have custody and possession of the assets of the account and maintain safekeeping of the same;
- Maintain indicia of ownership and/or confirmation or other evidence of purchase in lieu of the asset(s) of the Account itself;
- Collect and receive, when due and if made payable to it or its nominee, all principal and income of every nature arising from the assets of the Account;
- Pursuant to my direction or the direction of my attorney-in-fact, executor, administrator, investment advisor, or other person authorized by me to provide directions to NuView in Section 5 of the Account Application Form ("Representative"), invest and reinvest the assets of the Account; and
- Pursuant to my direction or my Representative's direction, to make payments, disbursements or distributions from the Account.

I acknowledge Custodian has no further responsibility for the underlying assets beyond custody and record keeping. The Custodian will only act pursuant to my or my Representative's directions and instructions. I authorize the Administrator to relay directions and instructions given by my Representative or me to the Custodian. I acknowledge all directions and instructions must be provided in a form and manner acceptable to the Administrator. NuView's records of a transaction shall be conclusive as to the contents of any direction or instruction related to such transaction. If the Administrator does not receive any directions or instructions regarding a transaction, or if directions or instructions are ambiguous or in dispute (as determined in good faith by the Administrator), then the Administrator reserves the right to take no action until further clarification acceptable to the Administrator is provided.

Indemnification: I agree that the Custodian and the Administrator have no duty other than to follow my written instructions, and will be under no duty to question my instructions and will not be liable for any investment losses sustained by me or my account under any circumstances. I understand that the Custodian and the Administrator are acting only as my agent, and nothing will be construed as conferring fiduciary status on the Custodian or the Administrator.

I agree to indemnify and hold harmless the Custodian and the Administrator from any and all claims, damages, liability, actions, costs, expenses (including reasonable attorneys' fees) and any loss to my account as a result of any action taken (or omitted to be taken) pursuant to and/or in connection with any investment transaction directed by me or my investment advisor or resulting from serving as the Custodian or the Administrator, including, without limitation, claims, damages, liability, actions and losses asserted by me. The Custodian and Administrator's right of indemnification, as described above, will survive termination of this Agreement.

Account Investments: I have exclusive responsibility for and control over the investment of the assets of the Account. The Custodian will invest Account pursuant to my or my Representative's written instruction. To the extent I have not provided specific investment direction or instructions with respect to certain assets of the Account, I direct the Custodian to hold fund in an undirected cash account, pursuant to the account fee schedule. Custodian will not vote or act with respect to proxies, warrants, tenders, rights, options, puts, calls, consents, or other actions affecting Account assets unless my Representative or I have timely provided written direction to the Custodian to so vote or act.

No Tax, Legal or Investment Advice: I acknowledge and agree that NuView does not provide or assume responsibility for any tax, legal or investment advice with respect to the investments and assets in my Account, and will not be liable for any loss which results from my exercise of control over my Account. I understand that my Account is self-directed, and I take complete responsibility for any investments I choose for my Account. NuView provides services to the Account in a passive, directed, and non-discretionary capacity and accordingly do not act as a fiduciary (as that term is defined in applicable state, federal, or local law) with respect to the Account, and I agree that the Administrator and Custodian are not a fiduciary with respect to the Account. I further understand and agree that NuView does not sell or endorse any investment products. If the services of the NuView were marketed, suggested or otherwise recommended by any person or entity, such as a financial representative or investment promoter, I understand that such persons are not in any way agents, employees, representatives, affiliates, partners, independent contractors, consultants, or subsidiaries of NuView, and that the NuView is not responsible for and are not bound by any statements, representations, warranties or agreements made by any such person or entity. I agree to consult with my own CPA, attorney, financial planner, or other professional prior to directing the Custodian to make any investment on my Account.

Prohibited Investments: I acknowledge and agree that neither the Custodian nor the Administrator will make any determination as to whether any transaction or investment in my Account is prohibited under any other state or federal law. I accept full responsibility to ensure that the investments in my account comply with all applicable federal and state laws, regulations and requirements. Each investment direction I or my Representative provides shall constitute a representation that such direction complies with all applicable federal and state laws, regulations and requirements.

Prohibited Transactions: I understand that my account is subject to the provisions of Internal Revenue Code (IRC) Section 4975, which defines certain prohibited transactions. I acknowledge and agree that neither the Custodian nor the Administrator will make any determination as to whether any transaction or investment in my account is prohibited under sections 4975, 408(e) or 408A, or under any other state or federal law. I accept full responsibility to ensure that none of the investments in my account will constitute a prohibited transaction and that the investments in my account comply with all applicable federal and state laws, regulations and requirements.

Tax Reporting and Statements: Custodian will provide ministerial custodial services and therefore WILL NOT provide any tax forms to the Account Owner or the IRS. The Account Owner and/or responsible party (who may be the Account Owner's Representative) will be responsible to obtain tax reporting documents directly from investment sponsors/managers with whom the Account holds an investment interest ("Investment Sponsor"). Custodian will furnish Account Owners and/or Representatives annually with a statement regarding all the transactions and activities executed under this Agreement. Account Owner is responsible for the preparation and filing of any tax returns associated with the Account.

Unrelated Business Income Tax: I understand that my account is subject to the provisions of IRC Sections 511-514 relating to Unrelated Business Taxable Income (UBTI) of tax-exempt organizations. I agree that if I direct the Administrator to make an investment in my account which generates UBTI, I will be responsible for preparing or having prepared the required IRS Form 990-T tax return, an application for an Employer Identification Number (EIN) for my account, and any other documents that may be required, and to submit them to the Administrator for filing with the Internal Revenue Service at least ten (10) days prior to the date on which the return is due, along with an appropriate directive authorizing the Administrator to execute the forms on behalf of my account and to pay the applicable tax from the assets in my account. I understand that the Custodian and the Administrator do not make any determination of whether or not investments in my account generate UBTI; have no duty to and do not monitor whether or not my account has incurred UBTI; and do not prepare Form 990-T on behalf of my account.

Responsibility for determining eligibility and tax consequences: I assume complete responsibility for 1) determining that I am eligible to make a contribution to my account; 2) ensuring that all contributions I make are within the limits set forth by the relevant sections of the Internal Revenue Code; and 3) the tax consequences of any contribution (including a rollover contribution) and distributions.

Valuations: I understand that the assets in my Account may be required to be valued annually at the end of each calendar year. If required, I agree to provide the year end value of any illiquid and/or non-publicly traded investments, which may include without limitation limited partnerships, limited liability companies, privately held stock, REITs, BDCs, hedge funds, real estate, secured and unsecured promissory notes, and any other investments as the Custodian shall designate for valuation, by no later than January 15th of each year, with substantiation attached to support the value provided. NuView does not conduct appraisals and does not verify any values provided to it by the Account Owner, Investment Sponsor or any other investment representative. NuView may, as a courtesy, request on behalf of your Account a fair market value from the Investment Sponsor or pricing contact associated with the investment(s) within your Account requiring a value. Any fair market values furnished as a result of the request will be provided to Account Owner via Account statements and the Administrator's online portal. When required, if NuView does not receive a fair market value for an illiquid asset annually, NuView will use the last provided fair market value or if none, the original purchase price on Account statements. NuView shall have no responsibility to obtain a fair market value from the Account Owner or the Investment Sponsor. An illiquid asset value listed in an Account statement is deemed accepted by the Account Owner, and NuView will have no liability with respect to such statement, if not disputed by the Account Owner in writing within 45 days of the statement being issued in paper or available electronic form.

Electronic Communications, Signatures, and Records: I acknowledge and agree that my Account will be subject to the provisions of the Uniform Electronic Transactions Act, as passed in the state where the Custodian is organized (South Dakota Codified Law Sections 53-12 et. seq) and the federal Electronic Signature in Global and National Commerce Act (ESIGN Act, as contained in 15 U.S.C. 7001), as those laws pertain to electronic communication, electronic signatures, and electronic storage of Custodial Account records. I understand that, in lieu of the retention of the original records, NuView may cause any, or all, of their records, and records at any time in their custody, to be photographed or otherwise reproduced to permanent form, and any such photograph or representation shall have the same force and effect as the original thereof and may be admitted in evidence equally with the original if permitted by law.

Online Access and Electronic Transactional Requests: If the Account Owner or Representative elect to receive electronic statements and online access, they will be provided access to the myNuView portal via the email address provided on your account application (or updated in writing) and a secure password designated by the Account Owner

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8 SIGNATURE AND ACKNOWLEDGEMENT (continued)

or Representative. When such information is used to access the Account, NuView may rely on the provision of this information as proof of Account Owner or Representative's identity without further inquiry or verification. Between Account Owner and NuView, Account Owner is solely and exclusively responsible for maintaining the security and confidentiality of Account Owner and Representative's username and password and any other identifying information used to access the myNuView portal.

Liability for Unauthorized Transactions: NuView will not be liable for losses caused by unauthorized access to online accounts via myNuView, including but not limited to losses caused by unauthorized transfers of assets from the Account. Account Owner or a Representative must notify Custodian and Administration if any of the Account Owner or Representative's secure account login credentials, have been lost or stolen, or if the Account has been accessed without the Account Owner or Representative's authority.

Further, the Account Owner or Representative must notify NuView immediately at 877-259-3256 if an Account statement shows unauthorized transactions.

Transactions listed in an Account statement are deemed accepted and authorized by the Account Owner, without further liability on the part of NuView with respect to such statement, or the transactions described therein, if not disputed by the Account Owner in writing within 45 days of the statement being issued in paper or electronic form.

No FDIC Insurance for Investments: I recognize that investments purchased and/or held within my Account: 1) may not be insured by the Federal Deposit Insurance Corporation (FDIC); 2) are not a deposit or other obligation of, or guaranteed by, either the Custodian or the Administrator; and 3) are subject to investment risks, including possible loss of the principal amount invested.

Our Privacy Policy: The Account Owner has chosen to do business with NuView. As our client, the privacy of the Account Owner's personal non-public information is very important. NuView values its customer relationships and NuView wants the Account Owner to understand the protections NuView provides in regard to the Accounts.

Information NuView May Collect: NuView collects non-public personal information about the Account Owner from the following sources to conduct business with the Account Owner:

- Information NuView receives from the Account Owner on applications or other forms; and
- Information about the Account Owner's transactions with NuView, or others.

Non-public personal information is non-public information about the Account Owner that NuView may obtain in connection with providing financial products or services to the Account Owner. This could include information the Account Owner gives NuView from account applications, account balances, and account history.

Information NuView May Share: NuView does not sell or disclose any non-public information about the Account Owner to anyone, except as permitted by law or as specifically authorized by the Account Owner. NuView does not share non-public personal information with its affiliates or other providers without prior approval by the Account Owner. Federal law allows NuView to share information with providers that process and service the Account Owner's accounts. All providers of services in connection with NuView have agreed to NuView's confidentiality and security policies. If the Account Owner decides to close the Account or become an inactive customer, NuView will adhere to the privacy policies and practices as described in this notice.

Confidentiality and Security: NuView restricts access to non-public personal information to those employees who need to know that information to provide products and services to the Account Owner. NuView maintains physical, electronic, and procedural guidelines that comply with federal standards to guard the Account Owner's non-public personal information. NuView reserves the right to revise this notice and will notify the Account Owner of any changes in advance. Please contact NuView at the address and or telephone number listed on the cover page of the Account opening documents if there are any questions regarding this policy.

Amendments: NuView has the right to amend this Agreement at any time pursuant to notice to me and my consent. Any amendment NuView make to comply with applicable law does not require my consent. I will be deemed to have consented to any other amendment unless, within 30 days from the date I send the amendment, I notify NuView in writing that I do not consent, that I am terminating this Agreement, and of the arrangements by which assets of Account will be transferred to a successor custodian, trustee or other account.

Assignment and Successors: This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, that, (i) the Custodian or Administrator may assign this agreement upon 30 days written notice to the Account Owner and (ii) the Account Owner may not assign this Agreement without the written consent of the Custodian and Administrator. Any business entity into which the Custodian or Administrator may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Custodian or Administrator shall be a party, or any entity purchasing the custodial account business of the Custodian or Administrator, shall be the successor of the Custodian or Administrator (as the case may be) under this Agreement, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

Governing Law: Except to the extent governed by applicable federal law, or preempted by federal law, the Agreement shall be governed by and construed under the laws of the State of South Dakota, without giving effect to any state's choice of law provisions.

Arbitration Requirement: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), provided that in the event of a conflict between this Agreement and the rules of the AAA, this Agreement shall govern. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear its own costs, fees and expenses of arbitration. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation. The arbitrator is not authorized to award punitive or other damages not measured by the prevailing party's actual damages. The place of arbitration shall be in Seminole County, Florida.

I acknowledge and agree that:

- Arbitration is final and binding on NuView and me;
- NuView and I are waiving their right to seek remedies in court, including the right to a jury trial;
- Pre-arbitration discovery is generally more limited than and different from court proceedings; and
- The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.

With respect to any controversy or claim arising out of or relating to this Agreement, or the breach thereof, NuView and I agree not to: (i) seek to proceed on any claim in arbitration as a class claim or class action or other comparable representative proceeding; (ii) seek to consolidate in arbitration any claims involving separate claimants (except for claimants who are on the same account), unless all parties agree; (iii) be part of, or be represented in, any class action or other representative action brought by anyone else; nor (iv) seek any award or remedy in arbitration against or on behalf of anyone who is not a named party to the arbitration.

Recall of Funds: To the extent the Account Owner obtains a distribution or transfers funds from the Account in an amount that exceeds the amount to which the Account Owner would be entitled, including without limitation, as a result of NuView having credited amounts to the Account in error, NuView will request that the Account Owner return the amount to which he or she was not entitled. The Account Owner agrees that he or she will, within 30 days of such request, return such amount or submit documents or other evidence sufficient to demonstrate he or she did not obtain a distribution or transfer funds from the Account in excess of the amount to which the Account Owner was entitled. To the extent the Account Owner does not return such amount (or submit documents or evidence reasonably satisfactory to NuView), NuView may (i) remove funds from the Account or other accounts the Account Owner maintains with NuView (provided such account is not subject to the Employee Retirement Income Security Act of 1974, as amended, or section 4975 of the Internal Revenue Code of 1986, as amended) or (ii) submit a claim to arbitration to recover such amount. Notwithstanding any other part of this Agreement, the Account Owner agrees to pay NuView's attorney's fees and legal costs incurred in connection with the arbitration of such claim, obtaining a court judgment following such arbitration, and enforcing such judgment. These provisions shall survive termination of the Agreement.

Important Information About Procedures for Opening a New Account: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for the Account Owner: When the Account Owner opens an account, NuView will ask for the Account Owner's name, address, date of birth, and other information that will allow NuView to identify the Account Owner. NuView may also ask to see the Account Owner's driver's license or other identifying documents.

The Account Owner represents that any information he or she has given or will give NuView with respect to this Agreement is complete and accurate.

IRA Holder Signature: _____

Print Name: _____ **Date:** _____

Custodian (or Authorized Representative) Signature: _____

Print Name: _____ **Date:** _____

Transfer Form

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Use this form to transfer funds directly from your existing IRA to your NuView IRA.

1 PERSONAL INFORMATION

Name *(Your name as it appears in your plan)* ☐ Mr. ☐ Ms. ☐ Mrs. ☐ Dr. _____	**Social Security Number**
Legal Address	**City, State, Zip**
Phone	**NuView Account Number** *(if applicable)*

2 CURRENT CUSTODIAN/TRUSTEE

Name of Custodian/Trustee		**Account Number**
Transfer Department Address		**City, State, Zip**
Phone Number	**Contact Name** *(optional)*	**Type of Account** ☐ Traditional ☐ Roth ☐ SEP ☐ SIMPLE ☐ Qualified Plan ☐ HSA ☐ ESA ☐ Beneficiary/Inherited

3 TRANSFER DETAILS

☐ **Option One: Cash Transfer**

☐ **Complete** (liquidate and send all proceeds)

☐ **Partial - Send ONLY $** _____

Please send cash via: ☐ **Check** ☐ **Wire**

☐ **Option Two: In-Kind Transfer**

(NuView will not accept in-kind transfers of publicly traded securities)

☐ **Complete** (Send all assets listed below and cash)

☐ **Partial - Send ONLY the assets listed below**

Please send cash via: ☐ **Check** ☐ **Wire**

How would you like this request sent to your current custodian? ☐ Standard Mail (USPS) ☐ Overnight Mail ($20)

Asset Description	Amount

4 SIGNATURE AND ACKNOWLEDGEMENT

1. I hereby agree to the terms and conditions set forth in this Account Asset Transfer Authorization and acknowledge having established a self directed account through execution of the account application.
2. Custodial accountholder confirms that this purchase or transfer does not include any illegal or impermissible investments under South Dakota or Federal law, including, but not limited to, holdings of marijuana or other illegal substances, illegal gambling, or illegal artifacts.
3. I qualify for the account transfer of assets listed in the Asset Liquidation above and authorize such transactions.
4. I understand the rules and conditions applicable to an Account Transfer.

Your Signature: _____

Date: _____

(Medallion Guarantee Stamp)

ACCEPTANCE OF RECEIVING CUSTODIAN

Pursuant to a limited written delegation NuView Trust Company, as Custodian ("Custodian"), has authorized NuView IRA, Inc to sign this form on the Custodian's behalf to verify the Custodian's acceptance of the transfer, rollover or direct rollover described above and agreement to apply the proceeds upon their receipt, to the Account established by NuView IRA, Inc on your behalf. NuView Trust Company ASSUMES NO TRUST OR FIDUCIARY OBLIGATIONS TO YOU AS IT HAS NO INVESTMENT CONTROL OVER YOUR FUNDS AND ACTS ONLY AS A CUSTODIAN OF YOUR ACCOUNT.

NuView IRA, Inc on behalf of Custodian, NuView Trust Company

By: _____

Date: _____

Account #: _____

Type of Account
☐ Traditional ☐ Roth ☒ SEP ☐ SIMPLE ☐ HSA ☐ ESA
☐ Qualified Plan

Print Form

Rollover/Direct Rollover Certification Form

NuView IRA Processing Office
280 S. Ronald Reagan Blvd.
Longwood, FL 32750
P: (877) 259-3256 | F: (407) 571-9541
E: Documents@NuViewIRA.com

This form documents the rollover of your asset to NuView IRA. NuView IRA will not initiate the rollover. Contact your current custodian to roll over your assets to NuView IRA. For multiple transactions, please use a separate form for each. Use this form to:

- ***Document*** **your rollover contribution to NuView IRA (take receipt of the assets for up to 60 days before reinvesting in a new retirement plan).**
- ***Document*** **your direct rollover contribution (move assets directly from your qualified retirement plan to a new retirement plan).**

1 PERSONAL INFORMATION

Name *(Your name as it appears in your plan)* ☐ Mr. ☐ Ms. ☐ Mrs. ☐ Dr. _____	**Social Security Number**
Legal Address	**City, State, Zip**
Phone	**NuView Account Number** *(if applicable)*

2 CURRENT CUSTODIAN/TRUSTEE

Name of Custodian/Trustee		**Account Number** *(if applicable)*
Office Address:		**City, State, Zip**
Phone Number	**Contact Name** *(optional)*	**Type of Plan you are rolling over from:** ☐ 401k or Other (PS, MP, DB, 403(b), 457) _____ ☐ Traditional ☐ Roth ☐ SEP ☐ SIMPLE ☐ ESA ☐ HSA

3 ROLLOVER DETAILS

I am an eligible person to perform this transaction: *(Select one)*

☐ Plan Participant ☐ Spouse beneficiary of account ☐ Non-spouse beneficiary of account ☐ Responsible Individual
☐ Ex-spouse of account due to divorce/legal separation

ROLLOVER INSTRUCTIONS TO RESIGNING CUSTODIAN

To roll over CASH, please follow the instruction below. Contact our office for wire instructions.

Cash: Please make check payable to: **NuView IRA**

To roll over INVESTMENTS (Private Stock, Real Estate, LLCs, Notes, etc.)**, please complete the asset description below and contact us regarding the re-registration of your investment.**

Asset Description	Amount

4 SIGNATURE AND ACKNOWLEDGEMENT

I hereby agree to the terms and conditions set forth in this Rollover form and acknowledge having established a Self-Directed Account through execution of an account application. I understand the rules and conditions applicable to a (check one) ☐ Rollover ☐ Direct Rollover. I qualify for the Rollover or Direct Rollover of assets listed in the Asset Liquidation above and authorize such transactions. If this is a Rollover or Direct Rollover, I have been advised to see a tax advisor due to the important tax consequences of rolling assets into an self-direct account. If this is a Rollover or Direct Rollover, I assume full responsibility for this Rollover or Direct Rollover transaction and will not hold the Plan Administrator, Custodian or Issuer of either the distributing or receiving plan liable for any adverse consequences that may result. I understand that no one at NuView IRA or any of its licensees has authority to agree to anything different than my foregoing understandings of NuView IRA policy. If this is a Rollover or Direct Rollover, I irrevocably designate this contribution of assets with a value of $ _____ as a rollover contribution.Custodial accountholder confirms that this purchase or transfer does not include any illegal or impermissible investments under South Dakota or Federal law, including, but not limited to, holdings of marijuana or other illegal substances, illegal gambling, or illegal artifacts. ***If this is an Indirect Rollover, I further certify the following by signing this form:***

A. This rollover contribution is being made within 60 days after my receipt of funds from another IRA.
B. During the 12-month period prior to my receipt of the distribution being rolled over, I have not received a rollover distribution from any IRA which was subsequently rolled over to another IRA.
C. I am not rolling over any Required Minimum Distributions with respect to the distributing plan.

Your Signature: _____ **Date:** _____