

Thank you for your interest in Self-Directing your ESA through Advanta IRA. **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:

- ESA Application**
- Fee Disclosure**
- ESA Transfer or Direct Rollover Form** (if transferring funds)
- Photocopy of your driver's license** (Patriot Act requirement)

**Please send completed originals to:**

Advanta IRA  
13191 Starkey Rd., Suite 9  
Largo, FL 33773

**Advanta Account Number**

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### 1 DESIGNATED BENEFICIARY INFORMATION

<b>Designated Beneficiary's (Child's) Name</b>			
<b>Address</b>		<b>City, State, Zip</b>	
<b>Telephone Number</b>	<b>Social Security Number</b>	<b>Date of Birth</b>	

### 2 RESPONSIBLE INDIVIDUAL INFORMATION

<b>Responsible Individual's Name</b>			
<b>Address</b> (if different from above)		<b>City, State, Zip</b>	
<b>Telephone Number</b>	<b>Social Security Number</b>	<b>Date of Birth</b>	
Relationship to Designated Beneficiary: _____			
The Responsible Individual <input type="checkbox"/> shall <input type="checkbox"/> shall not continue to serve as the Responsible Individual after the Designated Beneficiary attains the age of majority pursuant to section 5.02 of the Custodial Agreement.			
The Responsible Individual <input type="checkbox"/> may <input type="checkbox"/> may not change the beneficiary designated under this Custodial Agreement pursuant to section 6.01 of the Custodial Agreement.			
Note: The Responsible Individual may be the Depositor, but generally must be a parent or legal guardian of the Designated Beneficiary.			
<b>Email Address</b>	<b>Request for online access to view statements and receive account email notifications:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Is the Responsible Individual the Depositor? If no, please complete Section 3.</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>ID Type</b> <input type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other	<b>ID Number</b>	<b>Issued by</b>	<b>Expiration Date</b>

### 3 DEPOSITOR INFORMATION *(To be completed if Responsible Individual is not the Depositor)*

<b>Depositor's Name</b>			
<b>Address</b>		<b>City, State, Zip</b>	
<b>Telephone Number</b>	<b>Social Security Number</b>	<b>Date of Birth</b>	

### 4 NOTIFICATIONS

<b>Would you like to review your statements online?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Would you like to receive email notifications of changes to your account?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>How did you hear about us?</b> <input type="checkbox"/> Radio <input type="checkbox"/> TV <input type="checkbox"/> Article <input type="checkbox"/> Advertisement <input type="checkbox"/> Internet <input type="checkbox"/> Other _____ <input type="checkbox"/> Referred by _____
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### 5 ACCOUNT FUNDING (Check all that apply)

<input type="checkbox"/> <b>Annual Contribution</b> Year contribution for: _____	<input type="checkbox"/> <b>Transfer Contribution</b> Transfer from existing ESA or Employer Sponsored Plan.	<input type="checkbox"/> <b>Rollover Contribution</b> Take receipt of the assets for up to 60 days before reinvesting in a new ESA plan.	<input type="checkbox"/> <b>Direct Rollover Contribution</b> Rollover from ESA Plan.
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### 6 BENEFICIARIES

• Please designate at least one Primary beneficiary.  
 • If beneficiary is a Trust, please supply copy of Trust.

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

**Responsible Party 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 Responsible Party: \_\_\_\_\_ Date: \_\_\_\_\_

**7 SIGNATURE AND ACKNOWLEDGEMENT**

**Custodian and Administrator:** The Custodian for my account will be **Mainstar Trust** and the Administrator for my account will be **Advanta IRA**. 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 a successor trustee or custodian 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.

**No Tax, Legal or Investment Advice:** I acknowledge and agree that the Custodian and the Administrator do 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. I further understand and agree that neither the Custodian nor the Administrator sells or endorses any investment products. If the services of the Custodian and the Administrator 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 the Custodian or the Administrator, and that the Custodian and Administrator are 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 Administrator to make any investment in my account.

**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.

**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.

**Valuations:** I understand that the assets in my account are required to be valued annually at the end of each calendar year in accordance with IRC Section 408(i) or 223(h) and other guidance provided by the IRS, and that the total value of my account will be reported to the IRS on Form 5498 each year. 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, real estate investment trusts, hedge funds, real estate, secured and unsecured promissory notes, and any other investments as the Custodian shall designate, by no later than January 10th of each year, with substantiation attached to support the value provided. I agree to indemnify and hold harmless the Custodian and the Administrator from any and all losses, expenses, settlements, or claims with regard to investment decisions, distribution values, tax reporting or any other financial impact or consequence relating to or arising from the valuation of assets in my account.

**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.

**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 (Kansas Statutes Annotated (KSA) Sections 16-601 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, the Administrator and Custodian 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 reproduction 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.

**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.

**No FDIC Insurance for Investments:** I recognize that investments purchased and/or held within my account: 1) are not 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:** You have chosen to do business with the Custodian and the Administrator. As our client, the privacy of your personal non-public information is very important. We value our customer relationships and we want you to understand the protections we provide in regard to your accounts with us.

**Information We May Collect:** We collect non-public personal information about you from the following sources to conduct business with you:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, or others;

Non-public personal information is non-public information about you that we may obtain in connection with providing financial products or services to you. This could include information you give us from account applications, account balances, and account history.

**Information We May Share:** We do not sell or disclose any non-public information about you to anyone, except as permitted by law or as specifically authorized by you. We do not share non-public personal information with our affiliates or other providers without prior approval by you. Federal law allows us to share information with providers that process and service your accounts. All providers of services in connection with the Custodian and Administrator have agreed to the Custodian's and the Administrator's confidentiality and security policies. If you decide to close your account or become an inactive customer, we will adhere to the privacy policies and practices as described in this notice.

**Confidentiality and Security:** We restrict access to non-public personal information to those employees who need to know that information to provide products and services to you. We maintain physical, electronic, and procedural guidelines that comply with federal standards to guard your non-public personal information. The Custodian and the Administrator reserve the right to revise this notice and will notify you of any changes in advance.

If you have any questions regarding this policy, please contact us at the address and or telephone number listed on this Adoption Agreement.

**Signature of Responsible Party:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Depositor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Custodian (or Authorized Representative) Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_