



## Self-Directed Retirement Plans

1916 Pullman Suite A  
 Redondo Beach, CA 90278  
 (888)-843-0256 (phone & fax)  
[www.freedomgrowth.com](http://www.freedomgrowth.com)

Name		Date	
Street			
City		State	Zip
Phone	Alt. Phone		Fax
E-mail			

### 401(k) Order Form

#### Includes

- **Documents** – Prototype 401(k) documents with the Roth Option.
- **File SS- 4** – File for Employer Identification Number from the IRS
- **Help Set up 401(k) Account** – Set up 401(k) account with a “True” Self-Directed 401(k) trustee.
- **Coordinate with custodian (if needed)** – Prepare all necessary forms for the custodian including: Subscription Agreement, Account Rollover, and New Account Application.

Annual administration fees to be \$250.00 a year for maintaining the qualified status of the documents. After you have \$250,000 in your 401(k) you must file a 5500 EZ (fee for filing 5500 EZ is approx. \$250.00).

**\$1,995 + \$500/Participant** (if more participants than client & spouse)  
 Freedom Growth has the right to charge the balance to the credit card below.

#### METHOD OF PAYMENT

<b>Card #</b> _____ <b>CSV code:</b> _____	<b>Check #</b> _____
<b>Exp. Date:</b> ____ - ____	Three-digit number on the back of your card

**I have read and agree to the terms and conditions as outlined here and on the reverse side of this form. I may cancel this transaction any time within seven days after the date of this transaction. I have read the notice of cancellation on the reverse side of this agreement for an explanation of this right.**

**Furthermore, I understand that I am creating a full fledged pension plan that must be operated according to the plan. In the event I consider, or hire, an employee I understand I should seek professional guidance on the ramifications of the employee being a participant in the plan.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

You have contracted with Freedom Growth, a pension consulting firm, to perform the work requested on the front side of this document. In order to help us give you the highest level of support, we will expect your complete cooperation with our office in providing us with the requested documents and information, keeping us apprised of any changes in facts and circumstances that affect your plan before its completion, and the payment of our bills in a current and timely manner.

### **Right of Rescission**

You have a seven day Right of Rescission period beginning on the date you signed this contract. To exercise your rescission rights under this clause, you must notify in writing Freedom Growth. prior to midnight of the seventh day. In the event you wish to cancel services after that time, a \$300 administrative fee, as well as any actual costs will be deducted from any refunds.

Once we provide you with the completed documents no refund requests will be accepted.

### **Matters Specifically Excluded From this Agreement**

Our representation of you is limited to the production of documents listed on the front of the contract. Service specifically excluded from this agreement are:

- 1.) IRS and state tax compliance and reporting requirements for you or any of the entities created pursuant to the scope of this agreement.
- 2.) Representation of you in any proceedings or before any regulatory agency.
- 3.) Issues specific to the laws of your state.

If you want us to represent you for any matter not specifically listed in the "Scope of Project," including, without limitation, any of the matters listed in this "Matters Specifically Excluded from the Engagement," then we must enter into a separate agreement to do so. Nothing in this agreement shall be deemed an acceptance of our offering these additional services on your behalf.

While we are available to provide you with ongoing advice, we are not obligated to do so unless you specifically request us to perform a specific service. It is our policy to put all advice on which a client might rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

### **Penalties and Fines**

You agree that it is your responsibility to know if you will incur any fees, penalties, or fines that you may incur if you liquidate any of your current IRA investments, and thus hold Freedom Growth or its partners or vendors harmless in such an event. Additionally while we strive to expedite this process as quickly as possible, the average length of time is about six to eight weeks. Due to that fact, you should not enter into any contracts for investments until the procedure is finished. If you do enter into a contract before completion, you agree that we are not liable for any damages due to any delays.

### **Severability**

Every provision of this agreement is severable. If any provision hereof is held to be illegal or invalid for any reason whatsoever, it shall not affect the validity of the remainder of this agreement.

### **Limitations on Liability**

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to three times the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.

Furthermore, because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding the statute of limitations of the State of California, any claim based on this engagement must be filed within twelve months after performance of our service, unless you have previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

### **Applicable Law**

The laws of the State of California shall govern the interpretation of this agreement.

# 401(k) Rules Acknowledgement

## INITIALS

\_\_\_\_\_ I understand that by transferring my retirement assets into a 401(k) of which I am the trustee. I am acting as a fiduciary, because of such, I accept the responsibility of having complete checkbook control of the 401(K)'s assets.

\_\_\_\_\_ I understand the assets inside my 401(K) can only be used for investment purposes. I am not allowed to ever use even a penny of these assets for personal expenses such as rent, mortgage or car payments.

\_\_\_\_\_ I understand that I can not commingle the assets in the 401(K) with my personal money. Anytime I make a contribution to the 401(K), or take a distribution, I must run those requests through the 401(k) account.

\_\_\_\_\_ I understand my 401(K) can not invest in collectibles. I agree that if I have any questions as to whether an investment is a collectible or not, I will consult with my tax advisor before making the investment.

\_\_\_\_\_ I understand that my 401(K) can not engage in any transaction with anybody related to me, or with any entity that is partially owned by a related party.

\_\_\_\_\_ I understand that the entire process to move the assets from my old IRA/401(K) custodian to my 401(k) takes on average 6 to 8 weeks.

\_\_\_\_\_ Due to the complex nature of this information, I understand it is my responsibility to watch the entire contents of the video posted on our website at [www.freedomgrowth.com](http://www.freedomgrowth.com), and that if I have any questions I will contact you for clarification within the next 30 days.

\_\_\_\_\_ I understand that in certain situations, the income earned by my 401(K) will be subject to taxes. In particular, if I run an active business within my 401(K), or if I borrow money and make profits off the borrowed money, the 401(K) may be subject to taxes.

\_\_\_\_\_ I understand that no related individual may personally guarantee any loan for the benefit of the 401(K).

\_\_\_\_\_ I understand that Freedom Growth does not provide clients with financial planning or tax advice and that all investments made using the plan are my/our sole responsibility as the designated Trustee(s) of the 401(k) plan.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Signature \_\_\_\_\_

Date \_\_\_\_\_

## 401(K) PLAN INFORMATION

### Personal Information (Client)

Name: \_\_\_\_\_

Address: \_\_\_\_\_ County: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

DOB \_\_\_\_/\_\_\_\_/\_\_\_\_

SS# \_\_\_\_-\_\_\_\_-\_\_\_\_

### Personal Information (Spouse)

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

DOB \_\_\_\_/\_\_\_\_/\_\_\_\_

SS# \_\_\_\_-\_\_\_\_-\_\_\_\_

### Adopting Employer Information – 401(k) Sponsor

Company/Sponsor Name: \_\_\_\_\_

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

Federal EIN#: \_\_\_\_\_

Fiscal year end: \_\_\_\_\_

Type of Entity: \_\_\_\_ Corp. \_\_\_\_ S Corp \_\_\_\_ LLC \_\_\_\_ Sole Proprietorship

Entity (USA - State of Organization): \_\_\_\_\_

Number of Employees other than your & your spouse: \_\_\_\_\_

Do you own > 80% of any other business?       Yes       No