

# FOREIGN INVESTORS CASH ACCOUNT CRITERIA

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IGNITEFUNDING.COM



The following requirements must be met to become a foreign investor with Ignite Funding:

- Must complete form **W-8BEN** (for individuals).
  - Must be able to complete the document without assistance from Ignite Funding employees because we are not licensed to provide tax advice.
  - W-8BEN must have one of the following: SSN (social security number), ITIN (individual tax payer identification number) or foreign tax identification number (foreign TIN).
- All foreign investors must have a U.S. bank account.

Based on the review with Ignite Funding's third-party tax accounting firm:

- All interest earned by foreign investors will fall under the "Portfolio Interest Exception" and there will not be any tax withholding by Ignite Funding. All interest earned will be reported by Ignite Funding on an IRS Form 1042-S to all foreign investors by the IRS deadline of March 15th.

Please note that the following items will be needed to open your account:

- W-8BEN Form
- Copy of a Valid Government Issued Photo Identification
  - Drivers License
  - State Issued Identification or
  - Passport
- Foreign Trust Agreement (if applicable) including:
  - Legal name and date of Trust
  - Name(s) of Trustee(s)
  - Name(s) of Successor Trustee(s)
  - Power or authority of the Trustee(s) to invest assets of the Trust
  - Signature page with the Notary
  - Tax Identification Number (Copy of the SS-4, if the Trust is a taxable entity)
- Foreign Investor Cash Account Application



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# INVESTOR ACCOUNT FORM

Where did you hear about Ignite Funding?

## SECTION 1 | Type of Account

Account Type

### REQUIRED DOCUMENTATION FOR TRUST ACCOUNTS

- Trusts:**
- Trust Agreement must be provided and include the following:
    - Legal name and date of the Trust
    - Name(s) of the Trustee(s)
    - Name(s) of the Successor Trustee(s)
    - Power or authority of the Trustee(s) to invest assets of the Trust
    - Submitted documentation must include the signature page of the Trust with the Notary
  - Tax Identification Number (Copy of Form SS-4, if the Trust is the taxable entity)
  - For W-8BEN-E (Applicable to the Trust as the taxable entity or the Authorized Primary Account Owner as the taxable person to the Trust)
  - Government Issued Identification for responsible parties to the Trust

## SECTION 2 | For Trust, Estate or Conservator Accounts Only

Type of Trust

Name of Trust  Trust Originated Date

Trust EIN (if applicable)  **Is the Trust the taxable entity?**  No  Yes

If **Yes**, an electronic copy of Form W-8BEN-E (Department of the Treasury Internal Revenue Service) is required to be provided for tax purposes.

## SECTION 3 | Authorized Primary Account Owner Information

[The Primary Account Owner will be the responsible party for IRS tax reporting purposes unless outlined above that the Trust is the tax reporting entity.]

**Marital Status:**  Single  Married Authorized Primary Salutation  Authorize Primary Trust Title (if applicable)

**Example:** Trustee, Manager, etc.

Authorized Primary First Name  Authorized Primary Middle Name

Authorized Primary Last Name  Authorized Primary Suffix  Authorized Primary DOB

Authorized Primary SSN  The SSN will only be used for verification purposes, if the Trust is the taxable entity. For non-Trust accounts the Authorized Primary Account Owner will be the taxable person and must provide an electronic copy of [Form W-8BEN](#) (Department of the Treasury Internal Revenue Service) for tax purposes.

Authorized Primary Address

Authorized Primary City  Authorized Primary Country  Authorized Primary Zip Code

Authorized Primary Phone Number  The **Authorized Primary Phone Number** will be the phone number used for all telephonic correspondence related to this account.

Authorized Primary E-mail Address  The **Authorized Primary E-mail Address** will be the email address used for all electronic correspondence related to this account.

Authorized Primary Type of Government Issued ID  Authorized Primary ID #

Authorized Primary ID Expiration Date  **An electronic copy of a Government Issued ID (Driver's License, State Issued Identification or Passport) is required to be provided for verification purposes.**

#### SECTION 4 | Authorized Secondary Account Owner (if applicable)

**Marital Status:**  Single  Married Authorized Secondary Salutation  Authorize Secondary Trust Title (if applicable)   
**Example:** Trustee, Manager, etc.

Authorized Secondary First Name  Authorized Secondary Middle Name

Authorized Secondary Last Name  Authorized Secondary Suffix  Authorized Secondary DOB

Authorized Secondary SSN  The SSN will only be used for verification purposes, if the Trust is the taxable entity. For non-Trust accounts the Authorized Primary Account Owner will be the taxable person and must provide an electronic copy of [Form W-8BEN](#) (Department of the Treasury Internal Revenue Service) for tax purposes.

Authorized Secondary Address

Authorized Secondary City  Authorized Secondary Country  Authorized Secondary Zip Code

Authorized Secondary Phone Number  The **Authorized Secondary Phone Number** will be the phone number used if the Authorized Primary Phone Number is disconnected or non-reponsive.

Authorized Secondary E-mail Address  The **Authorized Secondary E-mail Address** will be the email address used for all electronic correspondence related to the investments.

Authorized Secondary Type of Government Issued ID  Authorized Secondary ID #

Authorized Secondary ID Expiration Date  **An electronic copy of a Government Issued ID (Driver's License, State Issued Identification or Passport) is required to be provided for verification purposes.**

#### SECTION 5 | Client Relationship Questions

Is the **Authorized Primary** related to an employee at Ignite Funding?  No  Yes If yes, Name of Employee  Relationship

Is the **Authorized Secondary** related to an employee at Ignite Funding?  No  Yes If yes, Name of Employee  Relationship

#### SECTION 6 | Suitability Requirements

**Pursuant to NRS 645B, investors must meet minimum financial requirements in order to invest in a mortgage loan.**

Before an investor may invest in any mortgage loan, the investor must verify that he/she meets one or more of the following financial requirements:

- **The household net worth is more than \$250,000.00, excluding any equity in any real property used as the primary residence at the time of the investment;** or
- **The household net income was more than \$70,000.00 for each of the previous 2 tax years and there is a reasonable expectation of attaining or exceeding the same income for the current year.**

The total investments in mortgage loans transacted by a mortgage broker or mortgage agent are not valued at more than 50% of the investor's net worth or net annual income.

Ignite Funding reserves the right to restrict from further investing or close an account upon final payoff at any time if Ignite Funding has reasonable cause to believe that a client no longer meets the financial suitability requirements set forth or capacity to make informed decisions about his/her investments.

By my/our initials below, I/we agree and acknowledge that I/we meet the minimum financial requirements in order to invest in a mortgage loan.

**Authorized Primary** Initials  **Authorized Secondary** Initials

## SECTION 7 | Disbursement Profile

All disbursements of monthly interest payments and/or loan pay downs/payoffs will be automatically deposited into the the bank account as defined by the instructions below. Ignite Funding highly recommends verifying that the bank account and routing number are accurate with your financial institution as Ignite Funding cannot be held responsible for inaccurate information being provided.

Select Bank Account Type

Bank Name

Bank **Account #**

Bank **Routing #**

## SECTION 8 | Acknowledgment

### Agreement to Receive Investment Notifications via Text

By providing your mobile number, you agree that Ignite Funding may send you periodic mobile text messages containing but not limited to new investment opportunities, client reviews/feedback, and survey responses. You will receive up to 5 messages per month. Depending on investment offerings, this number can increase. You may unsubscribe at any time by texting the word "STOP" to the 702-919-4281.

You may receive a subsequent message confirming your opt-out request. Message and data rates may apply. United States Participating Carriers Include AT&T, T-Mobile®, Verizon Wireless, Sprint, Boost, U.S. Cellular®, MetroPCS®, InterOp, Cellcom, C Spire Wireless, Cricket, Virgin Mobile and others.

By subscribing or otherwise using the service, you acknowledge and agree that we will have the right to change and/or terminate the service at any time, with or without cause and/or advance notice.

### Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law (Section 326 of the USA PATRIOT Act of 2001) requires all financial institutions to obtain, verify and record information that identifies each individual or institution who opens an account with Ignite Funding. When you open an account, we are required to obtain your name, address, date of birth, social security number or tax identification number and other information that will allow us to identify you. As appropriate, we may also request a copy of a government issued identification or other identifying documents. This information may be compared to information obtained through third-party sources, as permitted by law. If we cannot verify this information, your account may not be opened, or it may be restricted and/or closed.

### Certification of Accuracy

I hereby certify that the all of the information provided on this Application is true and correct and may be relied upon by Ignite Funding for any purposes related hereto. Further, I hereby indemnify Ignite Funding, their officers, directors, shareholders, agents, employees, attorneys, insurers, insured, successors, heirs, and assigns, and any parents, affiliates, and/or subsidiaries, for any loss, claims or damages, including legal fees which may be incurred as a result of any violations resulting from their reliance upon the information I have provided. I acknowledge that the information provided will be used to help the government fight the funding of terrorism and money laundering activities as federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. When I open an account I acknowledge that my name, address, government-issued identification number, date of birth and other information will allow Ignite Funding to identify me.

### Non-Binding Arbitration and Class Action

I acknowledge my responsibility to read the Investment Overview and subsequent investment documentation disclosure for all investment selections prior to making an investment. I acknowledge that I have not received any financial, tax or legal advice from Ignite Funding and will seek the advice of my own financial, tax or legal professional.

This Agreement shall be deemed to have been made in the State of Nevada and shall be construed and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada.

I acknowledge that all controversies which may arise with Ignite Funding concerning this Agreement and/or the investments offered, whether entered into prior, on or subsequent to the date hereof, shall be determined by non-binding arbitration.. Any non-binding arbitration under this Agreement shall be conducted pursuant to the Federal Arbitration Act and the laws of the State of Nevada before the American Arbitration Association located in Clark County, Nevada.

No person shall bring a punitive or certified class action to arbitration, nor seek to enforce any pre-dispute non-binding arbitration agreement against any person who has initiated in court a punitive class action, or who is a member of a punitive class who has not opted out of the class with respect to any claims encompassed by the punitive class until: the class certification is denied; the class is decertified; or, the customer is excluded from the class by the court.

### Electronic Signature

The parties agree that the electronic signature of a party to this Agreement shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based record keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act or any similar state law based on the Uniform Electronic Transaction Act, and the parties hereby waive any objection to the contrary. This electronic signature shall be effective to bind this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of the true and accurate copies of electronically signed documents based on the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the Internet as a "PDF" (portable document format) or other replicating image attached to an e-mail message; and "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

I acknowledge that I have read and understand the language of the Agreement above.

**Primary Account Owner** or **Trustee #1** Signature

Date

**Secondary Account Owner** or **Trustee #2** Signature

Date