



Administration Authorization & Instructions

Regarding Commodity Futures Contracts, Including Foreign Exchange Contracts

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TO: Administrator Regarding Commodity Futures Contracts, including Foreign Exchange Contracts

The undersigned ("Grantor") hereby issues these Instructions to **IRA Express, Inc.** as the agent for Custodian of Grantor's self-directed Individual Retirement Account ("IRA") and/or qualified retirement plan (the "Plan") identified below (the IRA and the Plan are collectively referred to as the Plan), as follows:

1. Establishment of Brokerage Accounts.

- Grantor desires to invest a portion of the assets in the Plan in commodity futures contracts and/or options, including Foreign Exchange Contracts (collectively referred to as "Futures").
- In accordance with such desire, Grantor hereby instructs Administrator to establish one or more commodity trading accounts (the "Accounts") with such brokerage firms as Grantor may direct in writing ("Brokers") for the purpose of trading Futures.
- Solely in its capacity as agent for Grantor, Custodian shall receive, execute and deliver to such brokerage firms such agreements, authorizations, and other documents as are presented to it by Brokers to open and maintain the Accounts, including, without limitation, any customer applications; customer signature forms; partnership, trust or joint account forms; arbitration agreements; transfer forms; riders to customer agreements for Qualified Plan and Individual Retirement Arrangements, and the disclosure statement required by applicable regulations of the Commodity Futures Trading Commission. Administrator may include appropriate exculpatory language regarding its role in such documents. Grantor acknowledges that it has received, reviewed, understands and has signed copies of all such documents.
- The duties and obligations of Administrator pursuant to any brokerage agreement entered into on behalf of the Plan (including, without limitation, the obligations imposed relating to indemnification, margin requirements and security) shall only apply to Administrator as the Administrator of the Plan and not personally, and that all of the duties and obligations contained in any Customer Agreement entered into with a Broker at the direction of Grantor shall apply to and bind Grantor. Any liability incurred arising out of or related to this agreement will be paid from the assets of the Plan and not by Administrator individually.

2. Limitations on Futures Trading.

- Administrator may waive the limitation under paragraph 2.1. only if (i) Grantor has entered into a written advisory agreement with a Commodity Trading Advisor (CTA) and provided a copy of such agreement to Administrator or (ii) Grantor has provided Administrator a written request for waiver and explanation of other circumstances which would warrant a waiver of such limit and Administrator has agreed to such waiver in writing. Notwithstanding any such waiver, Grantor understands and agrees that a minimum cash deposit must remain in the Plan in an amount deemed necessary by Administrator.

3. Transactions through Brokerage Accounts.

- Grantor hereby directs Administrator, without the necessity for further instruction, to pay to Broker out of the assets of the Plan any and all amounts which Broker may from time to time request to satisfy margin calls, deficit balances or other obligations of the Plan arising from, or in connection with, the Accounts. Any such payment may be made with or without prior notice to Grantor; provided, however, that whether or not any such notice is given shall in no way affect Administrator's duty to promptly pay Broker such amounts as it requests pursuant to the foregoing direction.
- In making any payment as instructed in paragraph 3.1, Administrator shall have no liability for any action taken or omitted to be taken by it as a result of its reasonable reliance upon instructions or information given to it by Broker. Grantor shall indemnify Administrator, its shareholders, directors, officers, employees and their respective successors or assigns from and against any and all claims, demands, proceedings, actions, liabilities, expenses and costs (including attorneys' fees and amounts paid in settlement) arising out of, or directly or indirectly relating to or resulting from the Accounts or the fulfillment of Administrator's duties provided for herein.

4. Representations and Warranties. Grantor hereby represents, warrants and acknowledges as follows:

- Grantor is the creator, beneficial owner, and Grantor of the Plan;
- As a self-directed plan, Grantor possesses the exclusive authority under the documents establishing the Plan to make investment decisions for the Plan; Administrator is not responsible for nor liable for any investment decisions made by Grantor for the Plan;
- Administrator shall not exercise or have any authority to exercise any discretionary control respecting the management, administration, or disposition of the Plan or its assets, nor shall IRA Express render or have any authority or responsibility to render any investment advice with respect to any monies or other assets of the Plan.
- Grantor has determined that Futures transactions by the Plan are prudent and suitable for the Plan in view of the Plan's investment objectives and the risks associated with investment in the Plan. Grantor shall make a similar determination with respect to each individual transaction which it instructs Administrator or Brokers to engage in on behalf of the Plan, and Administrator shall have no responsibility with respect to such determination or the execution of such transactions.
- Grantor acknowledges that the establishment of the Plan and all transactions executed through the Plan are subject to certain restrictions under Section 406 of ERISA and Section 4975 of the Code.
- Grantor acknowledges that (if the Plan is an IRA) certain transactions engaged in by an IRA may cause the IRA to lose its tax-exempt status, and/or may result in the recognition of taxable income under Sections 51 1-51 4 of the Code. As a result, Grantor specifically represents and warrants that, with respect to each transaction to be executed through the Plan, Grantor has or will determine that the transactions in the Plan are appropriate for and consistent with the status of the Plan as a tax-exempt IRA.
- Grantor understands that investment in commodity futures contracts and/or options is highly speculative in nature and subject to risk of loss, which may be greater than those of other investment vehicles in which retirement funds may be invested. Grantor represents that it has evaluated such risks and warrants that the investment by the Plan is prudent and suitable in view of the Plan's assets, other investments and retirement objectives. Grantor further understands and agrees that the investment of retirement funds in commodity futures contracts, as with any other type of investment, may involve income tax considerations and consequences for which Administrator neither renders advice nor assumes any liability whatsoever.
- Grantor acknowledges and agrees that all of the representations and warranties set forth herein and in any other documents executed by Grantor in connection with the establishment and operation of the Accounts are true and correct. Grantor shall immediately notify Administrator in writing if any of the foregoing representations and warranties cease to be true and correct. Unless and until Administrator receives such notification, it shall be entitled to rely on the truth and accuracy of the foregoing representations and warranties.

5. Binding Effect.

- Notwithstanding any contemporaneous or subsequent communications (whether written or oral) to the contrary given by Grantor to Administrator, the authorizations and directions contained herein may not be revoked by Grantor for any reason whatsoever, so long as any Account remains open or so long as any amount due and owing, or claimed to be due and owing, to Broker remains outstanding.
- The authorizations and directions contained herein shall be binding upon Grantor's heirs, successors, and legal representatives.

Executed on _____, 20____ [Name of Plan/IRA]

By: _____ [Account Holder]