



**For Precious Metals IRA Accounts**

The Trading Authorization should be completed only if you wish your financial advisor, broker, financial planner, or other person of your choice to be authorized as your Account Representative. The company or organization under which your designated Account Representative operates will be referred to herein as 'broker dealer'.

Completion of this form will authorize GoldStar Trust Company ("GoldStar"), as custodian for your account, to do the following:

- Buy, sell, deliver and/or settle trades upon the direction of your Account Representative
- Provide your Account Representative with unlimited internet access to your account information
- Provide your Account Representative with an account statement, deposit confirmations and such other information as requested from time to time.

 **I further acknowledge that:**

1. I understand that Account Representative is my authorized agent and is not in any way an agent, employee, or representative of GoldStar.
2. I understand that my Account Representative may be a registered representative of a broker dealer organization, a financial advisor or other person that I deem acceptable.
3. I understand that GoldStar is under no duty to investigate or inquire about my Account Representative or any directions or instruction given by my Account Representative.
4. I understand that it is solely my responsibility to direct my Account Representative to authorize and execute trades or other investments for my account, and that all instructions, directions and/or confirmations received from my Account Representative or his or her broker dealer shall be assumed by GoldStar to be authorized by me.
5. I instruct GoldStar to make or receive payment for security or other investment transactions as indicated by broker confirmations, applications or other requests for payment as received by GoldStar from my Account Representative.
6. I understand that I may replace my Account Representative by giving written notice to GoldStar and that removing my Account Representative will not cancel any instructions given by the Account Representative before GoldStar received written notice that a new Account Representative has been designated.
7. I understand that if my Account Representative should leave the company or organization (also designated herein as my broker dealer), the broker dealer of record will remain on my account unless I change this designation by written notice to GoldStar.
8. I agree to indemnify and hold GoldStar harmless for any loss or breach of any kind because GoldStar acted in reliance on instructions from me, my Account Representative, his or her agent(s) or his or her broker dealer.

You represent by your signature below that you have read, understand, and agree to the terms of this Trading Authorization; that you have received both pages of this Trading Authorization and are bound by all terms and conditions contained therein, even if you only return the signature page to GoldStar; that you hereby revoke all authorizations naming a trading agent or agents previously signed and revoke any prior appointments of trading agent; that this Trading Authorization has not been altered from the form provided by GoldStar; that you sign of your own free will and accord and not under duress; that you have had an opportunity to have an attorney of your choosing advise you about the same; that copied, faxed, and scanned signatures to this instrument are deemed as valid as originals for all purposes; and that the person, association, organization, or other entity named below is hereby appointed to be your Trading Agent.

**Account Representative Information:**

Account Representative Name: \_\_\_\_\_ Salesman or Rep. # \_\_\_\_\_

Broker Dealer (company) Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

**IRA Holder:**

Printed Name: \_\_\_\_\_ Account # or SSN # \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_





**By signing Page 1 of the Trading Authorization, you understand, acknowledge and agree to the following:**

- While this Trading Authorization is promulgated by GoldStar, GoldStar is not a party to the same, such Agreement being exclusively between you and your Trading Agent;
- GoldStar nonetheless reserves the right to disregard this Trading Authorization and/or refuse to recognize your Trading Agent at any time, for any reason, with subsequent notice to you as soon as reasonably practicable;
- GoldStar may disregard this Trading Authorization if the terms of the same have been altered from the form promulgated by GoldStar and in effect at the time of the signing of this Agreement;
- There are inherent risks involved in using a trading agent and in trading in precious metals and the undersigned is fully prepared financially to undertake such risks;
- You assume sole liability for the financial, tax, and other consequences of all actions and instructions of your Trading Agent;
- GoldStar assumes no responsibility for monitoring any investment decision or activity of your Trading Agent;
- You are responsible for all fees, costs, and any other charges of your Trading Agent and any such amounts may be paid from funds on deposit in your IRA account;
- You accept full responsibility for determining whether any purchase or sale by your Trading Agent is appropriate for you, based upon your investment objectives and financial resources;
- GoldStar has the right to request additional information from you prior to facilitating any transaction directed by your Trading Agent;
- If GoldStar receives ambiguous instructions from your Trading Agent, or GoldStar, in good faith, believes any transaction requested by Trading Agent is in dispute, GoldStar reserves the right to take no action until further clarification acceptable to GoldStar is received from you, your Trading Agent, or the appropriate governmental or judicial authority;
- Trading Agent is not an employee, agent, or representative of GoldStar, but may be an individual, association, organization, or other entity ("Broker/Dealer");
- If your Trading Agent is a representative of a Broker/Dealer that is an association, organization, or other entity, you hereby authorize such Broker/Dealer to act on your behalf regarding your IRA through its employees, agents, or representatives as determined by such Broker/Dealer;
- All purchases and sales directed by Trading Agent will be governed by all other written agreements applicable to your IRA account (e.g., any agreements between GoldStar and Broker/Dealer and any agreement between GoldStar and you) and will be subject to the procedures for effecting such trades in effect at the time of each trade;
- This Agreement inures to the benefit of GoldStar and its predecessors, successors, representatives, agents, and assigns;
- You hereby ratify and confirm any and all transactions heretofore and hereafter made by Trading Agent on your behalf in your IRA;
- Any termination or revocation of this Trading Authorization shall not affect any prior liability in any way resulting from any transactions initiated before termination or revocation;
- This Trading Authorization is in addition to and in no way restricts any rights that may exist at law, in equity, or under any other agreements between you and GoldStar;
- This Trading Authorization shall be construed, administered, and enforced according to the laws of the State of Texas, notwithstanding conflicts of law principles;
- If a dispute arises out of or relates to this Trading Authorization, you and GoldStar agree to first try to settle the dispute in good faith by mediation to be held in Canyon, Randall County, Texas, before a retired or former judge of the Randall County District Courts or County Courts at Law; if mediation fails, then the undersigned agrees to the exclusive jurisdiction and venue of courts of competent jurisdiction in Canyon, Randall County, Texas, which courts are agreed to be convenient forums where the undersigned agrees to submit to personal jurisdiction;
- ***By making use of this instrument, your Trading Agent accepts his or her appointment as such and thereby agrees to all of the terms and conditions stated herein regardless of whether Trading Agent has signed this Agreement; and***
- YOU WILL INDEMNIFY AND HOLD HARMLESS GOLDSTAR, AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, AND ASSIGNS, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, DEBTS, OBLIGATIONS, OR LIABILITIES, INCLUDING ATTORNEYS' FEES AND COSTS, WHICH MAY ARISE FROM THE ACTS OR OMISSIONS OF TRADING AGENT.