

# IRA ACCOUNT CUSTOMER AGREEMENT ADDENDUM

In this document “tastyfx,” “our,” “us,” and “we” refers to tastyfx LLC, a limited liability company organized under Delaware law, registered Retail Foreign Exchange Dealer (RFED) and Introducing Broker (IB) with the CFTC and Forex Dealer Member (FDM) of the National Futures Association (“NFA”) (NFA ID 0509630). You, the customer, may be referred to as “you,” “your,” “yours,” or “yourself,” as appropriate. Defined terms used within this document hold meaning as assigned in the Customer Agreement, except as otherwise defined herein.

For the purpose of opening a foreign exchange (“forex”) trading account with tastyfx LLC (“tastyfx,” “you” and “your”) allowing the undersigned (“I,” “me” and “my”) to trade with an Individual Retirement Account (“IRA”), I agree as follows:

1. I am opening a forex trading account with tastyfx in order to conduct bilateral (i.e. over-the counter) foreign currency contract trading with my IRA funds through my IRA account (such forex trading account, my “IRA Account”)
2. I have directed my IRA Custodian/Trustee (Equity Trust) to transfer IRA funds as directed by me to my IRA Account at tastyfx for the purpose of foreign currency trading.
3. I fully understand the risk associated with trading foreign currencies. I am aware there are no guarantees of profit and no fixed rate of return in such trading and that there is a substantial risk of loss associated with this type of trading. I am also aware that foreign currencies trading accounts are not insured. I have carefully considered the risks associated with trading foreign currencies and have concluded it is prudent for me to commit my IRA funds to this type of trading. If trading foreign currencies results in a substantial loss of the IRA funds I designate for this purpose, I will continue to have sufficient resources for my retirement, so that I will be able to maintain my expected standard of living irrespective of my losses.
4. I certify I will independently make all trading decisions related to my IRA Account. tastyfx shall not, in any manner, have control over my IRA investments. tastyfx will not provide investment, legal, regulatory or other forms of advice and I am aware that as the counterparty and dealer of bilateral foreign currency contracts, tastyfx will not serve as a primary basis for my IRA investment decisions.
5. I acknowledge that tastyfx may amend this agreement and any arrangements made under or in connection with this agreement at any time by written notice to me. I will be deemed to have accepted and agreed to the amendment unless I notify you to the contrary within seven (7) business days of the date I received tastyfx’s amendment notice. If I object to the amendment, the amendment will not be binding on me, but my account will be suspended, and I will be required to close my account as soon as reasonably practicable. This provision is consistent with section 19 of tastyfx’s Customer Agreement.
6. I agree and understand that my account is under tastyfx’s control. tastyfx may change margin requirements at any time, without prior notice to me, and tastyfx may call for additional margin at any time it believes that it is prudent to do so. This provision is consistent to section 11 of tastyfx’s Customer Agreement.
7. In no event are any assets in my IRA account or any account I may have with tastyfx held as collateral or security for any of my obligations to tastyfx or any of its affiliates, and in no event are any of my assets in any account with tastyfx or any of its affiliates collateral or security for any of my obligations under any type of IRA account that I may have with tastyfx, and, in all such cases, no such security interest has ever been created.
8. I acknowledge that I cannot deposit or withdraw funds from my IRA Account directly. Instead, all funds deposited or withdrawn from my IRA Account must originate from or be returned to my IRA Account through the direction of my IRA custodian/trustee. Furthermore, I acknowledge that my IRA custodian/trustee may withdraw funds from my IRA Account to replenish a minimum cash balance amount required to be maintained in my account with the IRA custodian/trustee, and that in so doing, my IRA custodian/trustee may direct tastyfx to close my positions in my IRA Account. Any such action by my IRA custodian/trustee may result in a margin closeout in my IRA Account.
9. I agree to indemnify, defend and hold harmless tastyfx and each of its affiliates, each of their officers, directors, managers, members, shareholders, affiliates, employees, and agents from any and all claims, debts, obligations, or liabilities which relate to or arise from the dealing activities of tastyfx or any of its affiliates from my IRA Account, so long as tastyfx or its affiliates, as applicable, has carried out its/their contractual duties under the customer agreement and/or the IRA customer agreement addendum. Without limiting the generality of the foregoing, this indemnification shall cover any and all claims by me, my custodian/trustee, and my heirs, executors, administrators, assigns, beneficiaries, spouse, children, or other family members that the purchase or sale of foreign currencies for my IRA Account was not suitable for the my IRA Account or that any of the activities conducted or omitted by tastyfx or its affiliates violated the Employee Retirement Income Security Act of 1974 , as amended (“ERISA”).
10. I acknowledge that certain transactions are prohibited under Internal Revenue Code §4975 and ERISA §406 and that I am responsible for ensuring that my investments or transactions do not constitute a prohibited transaction.

11. I have received, read, understand and agree to tastyfx's customer agreement and supplemental documents, including the Customer Agreement and Risk Disclosure Notice for my IRA. I agree that I shall be jointly and severally liable to tastyfx and its affiliates for the obligations of my IRA custodian/trustee under the customer agreement and related documents, and that tastyfx and its affiliates may, if it so chooses, proceed against me under the Customer Agreement and the related documents without proceeding against my custodian/trustee.
12. I understand tastyfx has no responsibility for providing tax advice to me and that tastyfx will make no representations or warranties regarding any potential tax and financial consequences to me of carrying out this agreement and trading in my IRA Account.
13. I hereby acknowledge the following:
  - a. I must closely monitor my IRA Account and trading activity to avoid adverse tax consequences.
  - b. Borrowing funds or carrying a debit balance is not permitted in my IRA Account.
  - c. The internal Revenue Code places restrictions/limits on the amount of funds that can be deposited into an IRA Account. Deposits to the account in excess of such limits may cause adverse tax consequences, including but not limited to forfeiture of tax advantages and/or the risk of penalties imposed by the IRS.
  - d. This agreement does not disclose all the risk and other significant aspects of trading in my IRA Account.
14. This agreement is an addendum to my tastyfx Customer Agreement and is incorporated therein; any terms not otherwise defined herein have the meaning ascribed to them in my tastyfx Customer Agreement. If any conflict arises between the terms of this agreement and the tastyfx Customer agreement the terms of this Agreement shall govern.