



# LIMITED POWER OF ATTORNEY DESIGNATION

13905 W. Wainwright Dr.  
Boise, ID 83713  
Phone: (866) 377-3311  
Fax: (208) 376-4567

*This form must be completed in full and will only be accepted with original signatures.*

## 1. ACCOUNT HOLDER INFORMATION

Account Holder's Name: \_\_\_\_\_ Account No.: \_\_\_\_\_

SSN: \_\_\_\_\_ Email: \_\_\_\_\_ Phone No.: \_\_\_\_\_

## 2. LIMITED POWER OF ATTORNEY DESIGNATION

I hereby appoint the individual named below as my agent and Attorney-in-Fact for my account, with the power to receive unlimited information about my account, and the power to sign any Direction of Investment, Asset Conversion, Payment Authorization Letter, and Fair Market Valuation Forms.

This Limited Power of Attorney (LPOA) does NOT allow my agent and Attorney-in-Fact to change any beneficiary on my account, to request a distribution or transfer from my account, conduct any business that may be deemed a taxable event, or authorize any external transfers.

It is the responsibility of the Account Holder to review the account assets to ensure compliance with this provision and to take steps to remove a Limited Power of Attorney in the event of non-compliance.

**ADD/DESIGNATE:** I hereby elect to add/designate the Attorney-in-Fact designated herein to my account.

**REMOVE:** I hereby elect to remove the previously designated Attorney-in-Fact from my account at this time.

Name of Attorney-in-Fact: \_\_\_\_\_ Phone No: \_\_\_\_\_ Email: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

## 3. LIMITED POWER OF ATTORNEY VERIFICATION

**Please choose a password for your Attorney-in-Fact. Mountain West IRA will verify LPOAs by confirming the password. You are responsible for providing your LPOA with this password.**

**LPOA Password:** \_\_\_\_\_

I understand that neither the Administrator nor the Custodian is a "fiduciary" for my account and/or my investment as such terms are defined in the IRC, ERISA, and/or any applicable federal, state or local laws. I agree to release, indemnify, defend and hold the Administrator and/or Custodian harmless from any claims, including, but not limited to actions, liabilities, losses, penalties, fines, attorneys' fees, and/or third-party claims, arising out of and/or in connection with their reliance on this LPOA. This indemnity and hold harmless provision shall survive any Termination of this LPOA. In the event of claims by others related to my account and/or investment wherein Administrator and/or Custodian are named as a party, Administrator and/or Custodian shall have the full and unequivocal right at their sole discretion to select their attorneys to represent them in such litigation and deduct from my account any amounts to pay for any costs and expenses, including, but not limited to, all attorneys' fees, and costs and internal costs (collectively "Litigation Costs"), incurred by Administrator and/or Custodian in the defense of such claims and/or litigation. If there are insufficient funds in my account to cover the Litigation Costs incurred by Administrator and/or Custodian, on demand by Administrator and/or Custodian, I will promptly reimburse the Administrator and/or Custodian the outstanding balance of the Litigation Costs. If I fail to promptly reimburse the Litigation Costs, Administrator and/or Custodian shall have the full and unequivocal right to freeze my assets, liquidate my assets, and/or initiate legal action to obtain full reimbursement of the Litigation Costs. I also understand and agree that the Administrator and or Custodian will not be responsible to take any action should there be any default concerning this investment. For purposes of this paragraph, the terms Administrator and Custodian include Mountain West IRA, Inc., its agents, assigns, joint ventures, licensees, franchisees, affiliates, and/or business partners.

If any provision of this Limited Power of Attorney is found to be illegal, invalid, void, or unenforceable, such provision shall be severed and such illegality or invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

## 4. SIGNATURES

Please read carefully before signing. This Limited Power of Attorney will remain in effect until I notify Mountain West IRA in writing that I have revoked it. I agree to indemnify and hold harmless Mountain West IRA, its affiliates, officers, and employees against all claims, actions, costs, and liabilities, including attorneys' fees, arising out of their reliance on this Limited Power of Attorney. This indemnity and hold harmless provision shall survive any termination of the Limited Power of Attorney.

I understand that this Limited Power of Attorney will only become effective upon receipt of a fully completed and notarized form with signatures.

Account Holder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Attorney-in-Fact Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## NOTARY CERTIFICATION & ACKNOWLEDGMENT REQUIRED

State of Notary: \_\_\_\_\_

County of Notary: \_\_\_\_\_

I hereby certify that on this day, before me, personally appeared \_\_\_\_\_ (Account Holder), who produced the foregoing instrument and acknowledged before me that he/she executed the same.

Witnessed my hand and official seal in the County and State aforesaid this day \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_

Notary Public