

CLIENT RELEASE FORM



CLIENT RELEASE *This form is required when establishing an account*

This Release, dated _____, is given

BY the Releaser _____, referred to as "You",

TO NEXT GENERATION TS, LLC, 75 Livingston Ave, 3rd Floor, Roseland, NJ 07068, referred to as "NGTS".

If more than one person signs this release, "You" shall mean each person who signs this Release.

1. **Disclosure.** You understand and agree that NGTS does not approve investments for your Retirement Plan. NGTS is strictly a neutral holder of your Retirement Plan's Assets. In addition, you have read Internal Revenue Service Regulation Title 26, Section 4975 and are familiar with the prohibited transactions listed and the penalties which will be assessed by the Internal Revenue Service in the event that You engage in prohibited transaction(s).
2. **Release.** Because NGTS has no control over the investments You direct NGTS to make on behalf of your self-directed retirement plan, and could not know if there is information You have not provided to NGTS, which would make NGTS advise You that You may be engaging in a prohibited transaction, YOU RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS WHICH YOU MAY HAVE AGAINST NGTS SHOULD YOU ENGAGE IN, APPEAR TO ENGAGE IN, OR BE ACCUSED OF ENGAGING IN, A PROHIBITED TRANSACTION UNDER THE IRS CODE. THIS RELEASES ALL CLAIMS, INCLUDING THOSE OF WHICH YOU ARE NOT AWARE AND THOSE NOT MENTIONED IN THIS RELEASE. NGTS HAS NO OBLIGATION TO PROVIDE A DEFENSE OR OTHERWISE INDEMNIFY YOU AGAINST ANY CLAIM, FINE, PENALTY, JUDGMENT OR SETTLEMENT RESULTING FROM A CLAIM RAISED UNDER THE IRS CODE AGAINST YOU.
 - a. You understand and agree that NGTS does not review and approve the subscription agreement, operating agreement, by-laws, limited or general partnership agreement, or any other similar agreement regarding the purchase or operation of any entity or investment you want to invest in. You are solely responsible for making sure that the entity was not formed or will not operate in a way that does or may lead to a prohibited transaction under Internal Revenue Code Section 4975.
 - b. You understand and agree that you are also solely responsible for making sure that the Retirement Plan has adequate funds for any future mandatory capital calls, and you indemnify and hold harmless NGTS, its officers, directors, shareholders and employees against any liability associated with a loss or diminution in value of your Retirement Plan's investment in the entity because of a failure to meet a future mandatory capital call.
 - c. You understand and agree that NGTS has given you no tax advice regarding the possibility that your Retirement Plan may be subject to Unrelated Business Income Tax (UBIT) as a result of its investment in any entity or other investment. If your Retirement Plan owes UBIT on its investment in an entity, you agree to prepare or cause to be prepared IRS Form 990T for filing. You understand and agree that any UBIT owed must come from funds belonging to the Retirement Plan, and you indemnify and hold harmless NGTS, its officers, directors, shareholders and employees against any liability associated with a failure to prepare IRS Form 990T and pay any resulting UBIT due from funds belonging to the Retirement Plan.
 - d. You represent that you have done your own due diligence on any company you want to invest in, or any other investment you want to make.
 - e. You understand and agree that NGTS makes no attempt to evaluate any company you want to invest in. For example, NGTS makes no attempt to check the financial strength of the company, nor do we check with the Secretary of State to see if the company is in good standing, nor do we check with the Securities and Exchange Commission, the Better Business Bureau or any other governmental or non-governmental agency to see if any complaints have been filed against the company. You, as the Retirement Plan holder, are 100% responsible for evaluating any company and any investment.
 - f. You understand and agree that neither NGTS nor any of its officers, directors, shareholders or employees are associated in any way with any company you may want to invest in. Neither NGTS nor any of its officers, directors, shareholders or employees have given you any investment, legal or tax advice pertaining to any investment.
 - g. You agree to indemnify and hold harmless NGTS, its officers, directors, shareholders and employees against any liability associated with your Retirement Plan investment in any company, entity, or other investment.
3. **Consideration.** You acknowledge that unless You sign this release, NGTS will not accept you as a client, and You are free to seek the services of other firms. In consideration of you signing this release, NGTS will provide the services of our company and we will rely upon the promises in this release.
4. **Who is Bound.** You are bound by this Release. Anyone who succeeds to your rights and responsibilities, such as your heirs or the executor of your estate, is also bound. This Release is made for the benefit of NGTS and all who succeed to our rights and responsibilities, such as our heirs or the executor of our estate.
5. **Signatures.** You understand and agree to the terms of this Release. If this Release is made by a corporation its proper corporate officers sign and its corporate seal is affixed.

This Release is given by: _____
Signature of Client *Account Number*

STATE OF _____

COUNTY OF _____

I CERTIFY that on _____, 20_____,
personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one person):
a) is named in and personally signed this document; and
b) signed, sealed and delivered this document as his or her act and deed.

Signature of Notary

(Seal)