

# Corporation Account (Security Cash Accounts Only - Limited Authority)



Sub Firm #	BR Code	FA Code	Account Number
211			

*(Office Use Only)*

To Whom It May Concern;

The undersigned Corporation (herein called the Corporation), by its President or Vice-President, pursuant to the resolutions, a copy of which, certified by the Secretary, is annexed hereto, hereby authorizes you to open an account in the name of said Corporation; and the undersigned also agrees to the terms of the Basic Brokerage Account Agreement and Disclosure Document ("the Agreement"). This authorization shall continue in force until revoked by the undersigned Corporation by a written notice received by you. **THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE LOCATED ON PAGE 3, UNDER THE HEADER "ARBITRATION". THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.**

Date	City	State
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Very Truly Yours,

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
(President / Vice-President Name)

**X** \_\_\_\_\_  
Signature (President / Vice-President Name)

I, \_\_\_\_\_, being the Secretary of \_\_\_\_\_ hereby certify that the annexed resolutions were duly accepted at a meeting of the Board of Directors of said Corporation, duly held on the \_\_\_\_\_ day of \_\_\_\_\_, at which a quorum of said Board of Directors was present and acting throughout and that no action has been taken to rescind or amend said resolutions and that the same are now in full force and effect.

I further certify that each of the following has been duly elected and is now legally holding the office set opposite his name:

Officer Name	Signature	Title
Officer Name 1	<b>X</b>	
Officer Name 2	<b>X</b>	
Officer Name 3	<b>X</b>	
Officer Name 4	<b>X</b>	
Officer Name 5	<b>X</b>	

I further certify that the said Corporation is duly organized and existing, and has the power to take the action called for by the resolutions annexed hereto.

IN WITNESS WHEREOF, I have hereunto affixed my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**X** \_\_\_\_\_  
Secretary

\*Account(s) carried by First Clearing. First Clearing is a trade name used by Wells Fargo Clearing Services, LLC, a registered broker-dealer and non-bank affiliate of Wells Fargo & Company.

RESOLVED —

That the President or any Vice-President of this Corporation be and they hereby are, and each of them hereby is, authorized and empowered, for and on behalf of this Corporation (herein called the "Corporation"), to establish and maintain one or more accounts, with Introducing Firm and its clearing agent (herein called the "Brokers") and to deposit funds in any of said accounts and to deliver to the Brokers for said accounts and any and all forms of securities (including within the meaning of such term as used herein, but not by way of limitation, shares, stocks, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, option warrants, certificates of deposit, mortgages, choses in action, evidences of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise); to sell any and all forms of securities which may be in the possession of the Brokers and which they may be carrying for the Corporation in any of said accounts; and to buy any and all forms of securities for the account of the Corporation.

The fullest authority at all times with respect to any such commitment of with respect to any transaction deemed by any of the said officers and/or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to the brokers with respect to said transactions; to bind and obligate the Corporation to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any such officer and/or agent for and on behalf of the Corporation with or through the Brokers; to pay in cash or by checks and/or drafts drawn upon the funds of the Corporation such sums as may be necessary in connection with any of the said account; to order the transfer or delivery of funds or securities to any other person whatsoever, including to the President, Vice President or other officer giving such instructions or to any officer of the Corporation, or to the account of any officer of the Corporation or to any account in which they may have an interest; and/or to order the transfer of record of any securities to any name selected by any of the said officers or agents; to affix the corporate seal to any documents or agreements, or otherwise; to endorse any securities in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign for the Corporation all releases, powers of attorney and/or other documents in connection with any such account, and to agree to purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities; do appoint any other person or persons to do any and all things which any of the said officers and/or agents is hereby empowered to do, and generally to do and take all action necessary in connection with the account, or considered desirable by such officer and/or agent with respect thereto.

SECOND: That the Brokers may deal with any and all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Corporation directly.

THIRD: That the Secretary of the Corporation be and he hereby is authorized, empowered and directed to certify, under the seal of the Corporation, or otherwise, to the Brokers:

(a) a true copy of these resolutions;

(b) specimen signatures of each and every person by these resolutions empowered;

(c) a certificate (which, if required by the Brokers, shall be supported by an opinion of the general counsel of the Corporation, or other counsel satisfactory to the Brokers) that the Corporation is duly organized and existing, that its charter empowers it to transact the business by these resolutions defined, and that no limitation has been imposed upon such powers by the By-Laws or otherwise.

FOURTH: That the Brokers may rely upon any certification given in accordance with these resolutions, as continuing fully effective unless and until the Brokers shall receive due written notice of a change in or the recession of authority as evidenced, and the dispatch or receipt of any other form of notice shall not constitute a waiver of the provision, nor shall the fact that any person hereby empowered ceases to be an officer of the corporation or becomes an officer under some other title in any way affect the powers hereby conferred. The failure to supply any specimen signature shall not invalidate any transaction if the transaction is in accordance with authority actually granted.

FIFTH: That in the event of any change in the office of powers of persons hereby empowered, the Secretary shall certify such changes to the Brokers in writing in the manner hereinabove provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons thereby substituted.

SIXTH: That the foregoing resolutions and the certificates actually furnished to the Brokers by the Secretary of the Corporation pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by the Brokers.

## To Whom It May Concern:

In consideration of your accepting and introducing or carrying the above account (the account) for the purchase or sale of securities, commodities and other property, the Corporation hereby agrees with you and any successor or assign as follows:

Any reference to the term "you" and "your" shall include Introducing Firm and its clearing agent.

**Provisions in the Event of Failure to Pay or Deliver** - Whenever the Corporation does not, on or before the settlement date, pay in full for any security purchased for the account of the Corporation, or deliver any security sold for such account, you are authorized (subject to the provisions of any applicable statute, rule or regulation),

- (a) until payment or delivery is made in full, to pledge, re-pledge, hypothecate or re-hypothecate, without notice, any or all securities which you may hold for the Corporation (in any account), separately or in common with other securities commodities or any other property, for the sum then due for a greater or lesser sum and without retaining in your possession and control for delivery a like amount of similar securities, and/or
- (b) to sell any or all securities which you may hold for the Corporation (in any account), or to buy in any or all securities required to make delivery for the account of the Corporation, or to cancel any or all outstanding orders or commitments for the account of the Corporation.

**Accounts Carried As Clearing Agent** - Clearing Agent shall not be responsible or liable for any acts or omissions of Introducing Broker or its employees.

**Cancellation Provision** - You are authorized, in your discretion, should the Corporation dissolve or should you for any reason whatever deem it necessary for your protection, without notice, to cancel any outstanding orders to close out the accounts of the signed, in whole or in part, or to close out any commitment made on behalf of the Corporation.

**General Provisions** - Any sale, purchase or cancellation authorized hereby may be made according to your judgment and at your discretion on the exchange or other market where such business is then usually transacted, or at public auction, or at private sale without advertising the same and without any notice, prior tender, demand or call; and you may purchase the whole or any part of such securities free from any right of redemption, and the Corporation shall remain liable for any deficiency. It is further understood that any notice, prior tender, demand or call from you shall not be considered a waiver of any provision of this agreement.

**Jurisdiction** - The laws of the State of New York, as applied to agreements signed and to be performed in the State of New York, shall apply and bind the parties in any and all questions arising under this Agreement, including questions of validity, interpretation and performance.

**Interest in Account** - No one except the Corporation has an interest in any of its accounts with you unless such interest is revealed in the title of such account and in any such case the Corporation has the interest indicated in such title.

**Amendment** - Except as herein otherwise expressly provided, no provision of this agreement shall in any respect be waived, altered, modified or amended unless such waiver, alteration, modification or amendment to be committed to writing and signed by an officer of yours.

**Communications** - Communications may be sent to any of the Corporation at the mailing address on file with you, or at such other address that any of the Corporation may thereafter give in writing, and all communications so sent whether written by mail, telegraph or otherwise shall be deemed to be given to any of the signed personally. The information set forth on all documents sent to any of the Corporation by you will be deemed conclusive unless objected by the Corporation within 10 days of its being provided.

## ARBITRATION.

### Arbitration Disclosures:

This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- All of the parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which the claim is filed.
- Arbitration awards are generally final and binding; a party's ability to reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators typically will include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

- (i) the class certification is denied; or
- (ii) the class is decertified; or
- (iii) the client is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

### Arbitration Provision:

It is agreed that all controversies or disputes which may arise between you and Introducing Firm, Clearing Agent and any Sub-Advisor (and/or any other agent), (collectively, "us") concerning any transaction or the construction, performance or breach of this Agreement or any other agreement between us, whether entered into prior to, on, or subsequent to the date of this Agreement, including any controversy concerning whether an issue is arbitrable, shall be determined by arbitration conducted before, and only before, an arbitration panel set up by the Financial Industry Regulatory Authority ("FINRA") in accordance with its arbitration procedures. Any of us may initiate arbitration by filing a written claim with FINRA. Any arbitration under this Agreement will be conducted pursuant to the Federal Arbitration Act and the Laws of the State of New York. The state or federal statute of limitations, statute of repose, non claim statute or any other time bar that would be applicable to any claim filed in a court of competent jurisdiction shall be applicable to any claim filed in arbitration.

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