



## **Customer Margin Account Agreement**

Relative to maintaining a margin account with you through the facilities of your correspondent clearing agent (the "Clearing Agent") whereupon the Clearing Agent may extend credit to the APPLICANT, the APPLICANT understands and concurs with the provisions of this Agreement.

1. **CORRESPONDENT ARRANGEMENT:** Under a correspondent arrangement, the APPLICANT's margin account is to be carried, cleared and maintained by your Clearing Agent pursuant to a written agreement between you and the Clearing Agent, which provides, in part, that the APPLICANT will continue to be your customer and not the customer of the Clearing Agent. Credit may be extended by the Clearing Agent to the APPLICANT in accordance with this Agreement.

2. **DISCLOSURE STATEMENT:** The APPLICANT acknowledges receipt of the current Disclosure Statement concurrently furnished with this Agreement. This Agreement is expressly made in reference to the disclosures set forth in such statement.

3. **APPLICABLE RULES AND REGULATIONS:** All transactions under this Agreement shall be subject to the constitution, rules, regulations, customs, usages, rulings and interpretations of the exchange or market, and its clearing and depository facilities, where executed, to all governmental acts and statutes and applicable rules and regulations made thereunder, and to all applicable judicial and administrative decisions or interpretations. Whenever any statute shall be enacted, or any rule or regulation shall be prescribed or promulgated by any exchange or association of which you or your Clearing Agent is a member, the Securities and Exchange Commission or the Board of Governors of the Federal Reserve System, or whenever any final decision or interpretation shall be issued by any court or administrative body of competent jurisdiction which shall affect in any manner or be inconsistent with any of the provisions of this Agreement, those provisions shall be deemed modified or superseded, as the case may be, by such act, statute, rule, regulation, decision or interpretation. All other provisions of this Agreement and the provisions as so modified or as so superseded shall in all respects continue and be in full force and effect.

4. **DEFINITIONS:** For purposes of this Agreement "securities or other property," as used herein shall include, but not be limited to monies, securities, financial instruments and commodities of every kind and nature, and all contracts and options relating thereto, whether for present or future delivery. The "APPLICANT" shall mean the customer or joint customer, as applicable. "CLEARING AGENT" shall mean Velox Clearing LLC and/or its successors and assigns.

5. **LIEN:** All securities or other property which you, your Clearing Agent or your other agents or agents of your Clearing Agent may at any time be carrying or maintaining for the APPLICANT or which may at any time be in your or your Clearing Agent's possession or control for any purpose, including safekeeping, shall be held as security for the payment of any liability of the APPLICANT to your Clearing Agent irrespective of whether advances have been made in connection with such securities or other property, and irrespective of the number of accounts the APPLICANT may have with you or your Clearing Agent.



**PLEDGES OF SECURITIES OR OTHER PROPERTY:** All securities or other property, presently or in the future, carried or maintained by the Clearing Agent for the APPLICANT (either individually, or jointly

with others), may be held in the Clearing Agent's name or the name of any nominee and may from time to time and without notice to the APPLICANT, be carried in general loans and may be pledged, re-pledged, hypothecated, or re-hypothecated, or loaned either to the Clearing Agent or to others, separately or in common with other securities or other property, for any amount due in the accounts of the APPLICANT or for any greater amount, and without retaining possession or control for delivery a like amount of similar securities or other property. After receipt of demand for delivery and the APPLICANT becoming entitled to delivery, the Clearing Agent shall have a reasonable time to ship securities, or other property from Los Angeles, California, or from any other place where such may be located, to the place where such are to be delivered to the APPLICANT.

**6. MAINTENANCE MARGIN REQUIREMENTS:** The APPLICANT shall at all times maintain acceptable collateral in the form of securities or other property in sufficient amounts as may be required by the Clearing Agent from time to time for the Clearing Agent's protection or to meet the requirements of various regulatory bodies ("maintenance margin"). The amount of maintenance margin required by the Clearing Agent may vary depending on the type of collateral (stocks, corporate bonds, municipal and government bonds, etc.) in the account and/or on the quantity of such collateral in terms of high concentration factors and/or illiquid trading markets for such collateral. The APPLICANT understands that although the Clearing Agent does not limit the factors which may require additional collateral; factors such as market fluctuations, unusual or volatile market conditions, high concentrations, precipitous market declines, illiquid trading markets, quality of collateral or the overall credit standing of the APPLICANT may be considered. Notwithstanding the foregoing, additional collateral may be required in the Clearing Agent's discretion. The APPLICANT further acknowledges and agrees that in the event a maintenance margin deficiency exists the Clearing Agent may liquidate (but the Clearing Agent shall not be required to do so) all or any part of the collateral in the account. The Clearing Agent may liquidate the collateral as the Clearing Agent, in its discretion, shall deem appropriate in view of the prevailing market conditions at such time. Such action by the Clearing Agent to liquidate all or any part of the collateral, whether in a single transaction or in a series of transactions of the same or of different collateral, could result in a deficit for which the APPLICANT shall remain liable to the Clearing Agent.

**THE APPLICANT CLEARLY UNDERSTANDS THAT, NOTWITHSTANDING ANY GENERAL POLICY TO GIVE NOTICE OF A MAINTENANCE MARGIN DEFICIENCY, THERE IS NO OBLIGATION TO REQUEST ADDITIONAL MARGIN IN THE EVENT THE APPLICANT'S ACCOUNT FALLS BELOW THE MINIMUM MARGIN REQUIREMENTS. MORE IMPORTANTLY, THERE MAY WELL BE CIRCUMSTANCES WHERE THE CLEARING AGENT MAY LIQUIDATE SECURITIES AND OTHER PROPERTY IN THE ACCOUNT OF THE APPLICANT WITHOUT NOTICE TO THE APPLICANT IN ORDER TO SATISFY THE CLEARING AGENT'S MAINTENANCE REQUIREMENTS.**



LIQUIDATION: NOTWITHSTANDING OTHER PROVISIONS, THE CLEARING AGENT IS AUTHORIZED AT ITS DISCRETION TO CLOSE THE ACCOUNT IN WHOLE OR IN PART WHENEVER THE CLEARING AGENT CONSIDERS IT NECESSARY FOR ITS PROTECTION. IN ADDITION, THE OCCURRENCE OF EITHER OF THE FOLLOWING EVENTS SHALL BE CONSIDERED A DEFAULT BY THE APPLICANT ENTITLING THE CLEARING AGENT, IN ITS DISCRETION, TO CLOSE THE ACCOUNT: (A) ONE OR MORE OF THE APPLICANT BE JUDICIALLY DECLARED INCOMPETENT OR DIES, OR A PETITION IN BANKRUPTCY OR FOR THE

APPOINTMENT OF A RECEIVER BY OR AGAINST ONE OR MORE OF THE APPLICANT IS FILED, OR AN ATTACHMENT IS LEVIED AGAINST ONE OR MORE OF THE APPLICANT'S ACCOUNTS; OR (B) THE COLLATERAL DEPOSITED TO PROTECT THE APPLICANT'S ACCOUNT IS DETERMINED BY THE CLEARING AGENT IN ITS SOLE DISCRETION, AND REGARDLESS OF MARKET QUOTATIONS, TO BE INADEQUATE TO PROPERLY SECURE THE ACCOUNT. IN CONNECTION THEREWITH, THE CLEARING AGENT MAY SELL ANY OR ALL OF THE SECURITIES OR OTHER PROPERTY WHICH MAY BE IN ITS POSSESSION OR CONTROL, OR WHICH MAY BE CARRIED OR MAINTAINED BY THE CLEARING AGENT OR ITS AGENTS FOR THE APPLICANT, OR THE CLEARING AGENT MAY "BUY IN" ANY SECURITIES OR OTHER PROPERTY OF WHICH THE ACCOUNT OR ACCOUNTS OF THE APPLICANT MAY BE SHORT, OR CANCEL ANY OUTSTANDING ORDERS SO AS TO TERMINATE ANY COMMITMENT MADE IN BEHALF OF THE APPLICANT. SUCH SALE, PURCHASE OR CANCELLATION MAY BE MADE ACCORDING TO THE CLEARING AGENT'S JUDGEMENT AND BE MADE, AT ITS DISCRETION, ON ANY EXCHANGE OR OTHER MARKET WHERE SUCH BUSINESS IS CUSTOMARILY TRANSACTED, OR AT PUBLIC AUCTION OR AT PRIVATE SALE, WITHOUT ADVERTISING THE SAME AND WITHOUT NOTICE TO THE APPLICANT OR TO THE PERSONAL REPRESENTATIVES OF THE APPLICANT, AND WITHOUT PRIOR TENDER, DEMAND OR CALL OF ANY KIND UPON THE APPLICANT OR UPON THE PERSONAL REPRESENTATIVES OF THE APPLICANT. THE CLEARING AGENT MAY (BUT SHALL NOT BE OBLIGATED TO) PURCHASE THE WHOLE OR ANY PART THEREOF FREE FROM ANY RIGHT OF REDEMPTION OR THE CLEARING AGENT MAY TRANSFER THE WHOLE OR ANY PART THEREOF OR THE RIGHTS THERETO TO THE APPLICANT; AND, IN ANY SUCH EVENT, THE APPLICANT SHALL REMAIN LIABLE FOR ANY DEFICIENCY. IT IS UNDERSTOOD THAT A PRIOR TENDER, DEMAND, CALL OF ANY KIND, OR PRIOR NOTICE FROM THE CLEARING AGENT OF THE TIME AND PLACE OF SUCH SALE OR PURCHASE SHALL NOT BE CONSIDERED A WAIVER OF THE CLEARING AGENT'S RIGHT TO SELL OR BUY ANY SECURITIES OR OTHER PROPERTY IN ITS POSSESSION OR CONTROL OR OWED THE CLEARING AGENT BY THE APPLICANT, AT ANY TIME WITHOUT PRIOR TENDER, DEMAND, CALL OR NOTICE.

7. PAYMENT OF INDEBTEDNESS UPON DEMAND: The APPLICANT undertakes upon demand, to discharge the APPLICANT's obligations to the Clearing Agent, or, in the event of a closing of any account of the APPLICANT in whole or in part by the Clearing Agent or the APPLICANT, to pay the deficiency, if any, and the APPLICANT agrees to reimburse the



Clearing Agent for any costs or expenses incurred in collecting such amounts, including reasonable attorney's fees.

8. EXECUTION OF ORDERS: All orders given by the APPLICANT for the purchase or sale of securities or other property, which may be traded on more than one exchange or market, may be executed on any exchange or market.

9. RIGHT TO TRANSFER MONIES AND SECURITIES: All transactions for or in connection with the APPLICANT's account shall be deemed to be included in a single account notwithstanding the fact that such transactions may be segregated on the Clearing Agent's records into separate accounts, either severally or jointly with others. At any time and from time to time, the Clearing Agent may without notice to the APPLICANT apply and transfer any or all monies, securities, and/or other property of the APPLICANT interchangeably between any accounts of the APPLICANT other than from or to a related commodity account.

10. INTEREST CHARGES: Debit balances in the account of the APPLICANT shall be charged with

interest in accordance with the Clearing Agent's usual custom, and as permitted by the laws of the State of California, and with such other charges as may be made to cover the Clearing Agent's facilities and extra services. It is understood and agreed that the interest charge made to the APPLICANT's account at the close of one charge period will be compounded, that is, added to the opening balance for the next charge period unless paid, thereby becoming part of the principal amount and bearing like interest. There may be an administrative fee charged to the APPLICANT's account in the form of an interest rate increase of not more than one-half of one percent which will be determined by the introducing firm and paid directly to you by the Clearing Agent. It is further understood and agreed that the rate of interest charged may be changed by the Clearing Agent from time to time, and without notice, based on money market conditions and other factors, and that the procedures employed by the Clearing Agent in charging and computing interest are as set forth in the current Disclosure Statement which has been delivered to the APPLICANT, or in any subsequent Disclosure Statement which the Clearing Agent may send the APPLICANT.

REPRESENTATION AS TO SECURITIES TRANSACTIONS: When entering a sell order, the APPLICANT shall designate it as either a "long sale" or "short sale" and hereby authorizes that all such sell orders be properly identified on the CLEARING AGENT'S records as either long sales or short sales. Any sell order which the APPLICANT shall designate as being a long sale shall be for securities then owned by the APPLICANT, and if such securities are not presently held by the Clearing Agent or its agents in the account of the APPLICANT, the placing of such sell order shall constitute a representation that the APPLICANT shall deliver such securities forthwith. Further, in cases involving the sale of securities or other property by the APPLICANT, which results in the Clearing Agent's inability to deliver such to the purchaser or purchaser's agent due to failure by the APPLICANT to effect the delivery of such sold securities or other property in good deliverable form subject to no transfer restrictions, the APPLICANT authorizes the Clearing Agent, at its discretion, to borrow or to "buy in" such securities or other property



in order to effect delivery. The APPLICANT agrees to be fully responsible for all losses and added expenses which the Clearing Agent may sustain by reason of its inability to borrow or as a result of buying in such securities or other losses and expenses which the Clearing Agent may sustain by reason of its inability to borrow or as a result of buying in such securities or other property. All securities transactions executed in behalf of the APPLICANT shall be on an agency basis, unless otherwise disclosed by formal trade notification or other writing that a specific transaction shall have been on a principal basis. Transaction reports concerning the execution of orders and account statements of the APPLICANT shall be conclusive if not objected to in writing promptly.

11. PRESUMPTION OF RECEIPT OF COMMUNICATIONS: Communications may be sent to the APPLICANT at the address indicated in the Clearing Agent's records from time to time, and all communications so sent, whether by mail, telegram, messenger, electronic mail or otherwise shall be deemed given to the APPLICANT personally, whether received or not.

12. LAWS OF THE STATE OF CALIFORNIA: The provisions of this Agreement shall in all respects be construed according to, and the rights and liabilities of the parties hereto shall in all respects be governed by, the laws of the State of California.

13. SEPARABILITY: If any provision of this Agreement is determined to be unenforceable, such determination shall not affect the validity of the remaining provisions of this Agreement

14. OBLIGATIONS CONTINUOUS: The provisions of this Agreement shall be continuous and cover individually and collectively all accounts maintained by the Clearing Agent, which the APPLICANT may open or reopen and shall inure to the benefit of the Clearing Agent, its successors and assignees and shall be binding upon the APPLICANT and/or the estate, heirs, executors, personal representatives, administrators and assignees of the APPLICANT.

15. REPRESENTATIONS AS TO CAPACITY TO ENTER INTO AGREEMENT: The APPLICANT, if an individual, represents that the APPLICANT is of legal age, and, unless otherwise specifically disclosed in writing herewith, that the APPLICANT is not an employee of any exchange, or of any corporation of which any exchange owns a majority of the capital stock, or of a member of any exchange or of a member firm or member corporation registered on any exchange, or of a bank, trust company, insurance company or of any corporation, firm or individual engaged in the business of dealing, either as broker or as principal, in securities, bills of exchange, acceptances or other forms of commercial paper. The APPLICANT further represents that no one except the APPLICANT has an interest in the account or accounts of the APPLICANT maintained by the Clearing Agent, and that the APPLICANT shall cause notification to the Clearing Agent in writing of any change.

16. JOINT AND SEVERAL LIABILITY: If the APPLICANT consists of more than one individual, the obligations under this Agreement shall be joint and several.

17. DISCLOSURE OF FINANCIAL INFORMATION: The APPLICANT understands in connection with this Agreement an investigation may be made whereby information is obtained relative to the APPLICANT's character, general reputation, and credit worthiness,



and that the APPLICANT has the right to make a written request within a reasonable period for a complete and accurate disclosure of additional information concerning the nature and scope of this investigation

18. EXTRAORDINARY EVENTS: The Clearing Agent shall not be liable for losses caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes or other conditions beyond the Clearing Agent's control.

19. CONTROL AND RESTRICTED SECURITIES: In connection with any securities subject to resale limitations under Rule 144 or Rule 145 of the Securities Act of 1933, as amended (the "Act"), held by the Clearing Agent or its agents on behalf of the APPLICANT, the APPLICANT grants unto the Clearing Agent irrevocable power to execute stock powers, and to execute and file Form 144 and other applicable documents as required by the Act on behalf of the APPLICANT.

20. MODIFICATIONS AND AMENDMENTS TO AGREEMENT: Except as herein otherwise expressly provided, no provision of this Agreement may be waived, altered, modified or amended unless such waiver, alteration, modification or amendment is in writing and signed by a duly authorized officer as designated by the Clearing Agent.

21. HEADINGS: The heading of each provision hereof is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each provision.

22. ARBITRATION: THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

(A) ALL 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 A CLAIM IS FILED.

(B) ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.

(C) THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.

(D) THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD.

(E) THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

(F) 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.

(G) THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

BY SIGNING THE "ACCOUNT AGREEMENT, TAXPAYER CERTIFICATION AND BENEFICIAL OWNERSHIP ELECTION" FORM (THE "AGREEMENT") YOU AGREE, AND BY ESTABLISHING AN ACCOUNT FOR YOU, WE AND OUR CLEARING FIRM AGREE THAT ALL CONTROVERSIES WHICH MAY ARISE BETWEEN YOU AND OUR FIRM AND/OR OUR CLEARING AGENT (OR ANY OF OUR/THEIR OFFICERS, EMPLOYEES OR AGENTS OR ASSIGNEES) CONCERNING ANY TRANSACTION OR THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS OR ANY OTHER AGREEMENT BETWEEN YOU AND OUR FIRM AND/OR OUR CLEARING AGENT, SHALL BE DETERMINED BY ARBITRATION IN ACCORDANCE WITH THE RULES, THEN IN EFFECT, OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY, THE NEW YORK STOCK EXCHANGE OR ANY OTHER EXCHANGE OR FORUM OF WHICH OUR FIRM AND/OR OUR CLEARING AGENT IS A MEMBER, AS YOU MAY ELECT. IF YOU DO NOT MAKE SUCH ELECTION BY REGISTERED MAIL SENT TO OUR FIRM AT ITS MAIN OFFICE WITHIN TEN (10) DAYS AFTER THE RECEIPT OF NOTIFICATION FROM OUR FIRM AND/OR OUR CLEARING AGENT REQUESTING SUCH AN ELECTION, THEN YOU AUTHORIZE US TO MAKE SUCH ELECTION ON YOUR BEHALF.

FURTHERMORE, YOU AGREE AND ACKNOWLEDGE, AND OUR FIRM AND OUR CLEARING AGENT AGREE AND ACKNOWLEDGE THAT NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS ACTION 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 CUSTOMER 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.

23. LOAN CONSENT: THE CLEARING AGENT IS HEREBY AUTHORIZED TO LEND, EITHER SEPARATELY OR WITH OTHER SECURITIES, TO EITHER THE CLEARING AGENT AS BROKERS OR TO OTHERS, SECURITIES

HELD BY THE CLEARING AGENT ON MARGIN ON BEHALF OF THE APPLICANT. IN CERTAIN CIRCUMSTANCES, SUCH LOANS MAY LIMIT, IN WHOLE OR IN PART, YOUR ABILITY TO EXERCISE VOTING AND OTHER RIGHTS OF OWNERSHIP WITH RESPECT TO THE LOANED OR PLEDGED SECURITIES. DIVIDENDS PAID ON THESE LOANED OR PLEDGED SECURITIES MAY BE PAID IN LIEU OF DIVIDENDS THAT MAY NOT QUALIFY AS



DIVIDEND INCOME.

- THE APPLICANT ACKNOWLEDGES THAT THIS AGREEMENT ALSO CONTAINS A

PREDISPUTE ARBITRATION PROVISION

UNDER PARAGRAPH 25 ABOVE, AND A LOAN CONSENT AGREEMENT PROVISION UNDER PARAGRAPH 26 ABOVE.

- THE APPLICANT FURTHER ACKNOWLEDGES THAT A COPY OF THIS AGREEMENT AND THE “DISCLOSURE STATEMENT – FACTS ABOUT YOUR BORROWING COSTS AND OTHER MATTERS” HAS BEEN FURNISHED TO THE APPLICANT.
- I HAVE RECEIVED A SEPARATE MARGIN RISK DISCLOSURE STATEMENT CONCURRENT WITH THIS AGREEMENT.

CLIENT(S) \_\_\_\_\_

Name \_\_\_\_\_

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

Adviser's name \_\_\_\_\_

Adviser Principal's signature \_\_\_\_\_

Adviser's Principal's Name \_\_\_\_\_ Date \_\_\_\_\_







