



## Fortrend Securities Application Form checklist

Required:

- ☐ Fortrend Securities Application Form
- ☐ W-8BEN form (1<sup>st</sup> applicant)
- ☐ W-8BEN form (2<sup>nd</sup> applicant)
- ☐ Standing Wire Instructions to Repatriate Funds
- ☐ Include 100 points of certified copied photo identification (1<sup>st</sup> applicant)
- ☐ Include 100 points of certified copied photo identification (2<sup>nd</sup> applicant)
- ☐ Sophisticated Investor Form (if you qualify)

Optional:

- ☐ Margin Agreement
- ☐ Option Agreement
- ☐ Check + Visa Application

For details of Fortrend's fees and charges, please contact our office and ask to speak to an advisor.



## NEW ACCOUNT APPLICATION FORM

Account Type:

- ☐ Individual ☐ Self Managed Super Fund with Individual Trustee(s)  
☐ Joint Tenants with Right of Survivorship ☐ Self Managed Super Fund with Corporate Trustee  
☐ Joint Tenants in Common ☐ Corporate

Account Title

### PERSONAL INFORMATION

Name, or Name of Director

Date of Birth

Spouse's Name, or Name of Additional Director

Date of Birth

Name of Additional Director

Date of Birth

Street Address

City

State

Post Code

Postal Address (if different from above)

City

State

Post Code

Email Address

Mobile Phone

Office Phone

Home Phone

Dependent(s)

Date(s) of Birth

If you are a director of any public companies, please list:

## PROFESSIONAL SERVICE PROVIDERS

Accountant (firm, contact name, address, phone, email)

Australian Stockbroker (firm, contact name, address, phone, email)

Financial Planner (firm, contact name, address, phone, email)

Laywer (firm, contact name, address, phone, email)

Bank Name, Branch

Bank BSB

Bank Account Number

## FAMILY FINANCIAL PROFILE

Job Title, Employer, Address

Gross Income

Spouse's Job Title, Employer, Address

Spouse's Gross Income

Superannuation Details (provider, details of holdings inc. equities, property, cash, etc., is it self-managed?)

Superannuation Value

Personal Residence Gross Value

Debt

Net Value

Investment Property Gross Value

Debt

Net Value

Personal Australian Share Portfolio: Number of Stocks, Strategy (attach statement)

Value

Personal International Share Portfolio: Number of Stocks, Strategy (attach statement)

Value

Details of Other Assets (eg. art, collectables, jewelry, etc.)

Value

Do you have any of the following:

- |   |          |  |          |
|---|----------|--|----------|
| <input type="checkbox"/> Self-Managed Superannuation          | \$ _____ | <input type="checkbox"/> Family Trust    | \$ _____ |
| <input type="checkbox"/> Managed Investment Schemes           | \$ _____ | <input type="checkbox"/> Life Insurance  | \$ _____ |
| <input type="checkbox"/> Other Alternative Investment Schemes | \$ _____ | <input type="checkbox"/> Other Insurance | \$ _____ |
| <input type="checkbox"/> Personal Investment Company          | \$ _____ | <input type="checkbox"/> Inheritance     | \$ _____ |

Cash and Cash Equivalents

**TOTAL NET WORTH**

## FINANCIAL OBJECTIVES

Describe your investment objectives and asset allocation strategy

Investment Experience: ☐ <1 yr ☐ 1-5 yrs ☐ 5-10 yrs ☐ >10 yrs

Risk Tolerance: ☐ Speculative ☐ High ☐ Moderate ☐ Low

Describe your first transaction (details of initial purchase, including approximate value required)

## SERVICES REQUIRED

- |  |   |
|--|---|
| <input type="checkbox"/> General Portfolio Construction Advice | <u>Research and Seminars</u>  |
| <input type="checkbox"/> Foreign Exchange                      | <input type="checkbox"/> Relative Value Model Briefings             |
| <input type="checkbox"/> Margin Lending                        | <input type="checkbox"/> Wealth Management Seminars                 |
| <input type="checkbox"/> Options Trading                       | <input type="checkbox"/> Australian Small Cap Company Presentations |
| <input type="checkbox"/> Visa and Cheque Book Facilities       |   |
| <input type="checkbox"/> Online Trading*                       | <input type="checkbox"/> Daily Market Wrap                          |
| <input type="checkbox"/> eStatements*                          | <input type="checkbox"/> Relative Value Model Research Report       |
| <input type="checkbox"/> Medallion Stamp Guarantee             | <input type="checkbox"/> Company Updates                            |

How did you hear about Fortrend?

\*Please speak to your advisor to activate this service.

Are you a US Citizen? ☐ YES ☐ NO

Are you a Sophisticated Investor? ☐ YES ☐ NO

Include with your application two items of certified photo ID.

I hereby request that Fortrend Securities open an account in the name(s) listed as account owner(s) on this application.

By signing below, I acknowledge that I have received, read, understand and agree to be bound by Fortrend Securities' FSG and the terms & conditions as set forth in the Customer Agreement ("Customer Agreement") as currently in effect and as amended from time to time. I represent that I am of required legal age to enter into this Agreement.

Signature: Account Holder(s), Director(s)

Date

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## FORTREND APPROVAL

Signature: Advisor

Date

Signature: Joe Forster

Date

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Your right to privacy is important to us. You need not give us any of the personal information requested in the form however, without this information, we may not be able to process your account or provide an appropriate level of service. You may request access at any time to personal information held by us about you and ask us to correct it if you believe it is incorrect or out of date. We may disclose your personal information to Fortrend Securities Inc. or the clearing firm. The clearing firm executes trades on behalf of Fortrend's clients, maintains custody of assets and processes dividends and other corporate items. Fortrend Securities Inc. is registered with the US Securities and Exchange Commission (SEC) and is a member of the FINRA and the Securities Investor Protection Corporation (SIPC). Fortrend Securities Pty Ltd is a wholly owned subsidiary of Fortrend Securities Inc. and holds Australian Financial Services License #247261. All advice should be considered General Advice unless we specifically state that we are giving you Personal Advice.

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Telephone: +61 3 9650 8400	info@fortrend.com.au
Facsimile: +61 3 9650 8740	www.fortrend.com.au

## CUSTOMER AGREEMENT

**TO: My Broker and Legent Clearing LLC ("Legent") (collectively "You" and/or "Your"):** In consideration of You opening one or more accounts on my behalf, I represent and agree with respect to all accounts, whether upon margin or cash, as follows:

**1. Representation as to Capacity.** If an individual, I am of legal age under the laws of the State where I reside and authorized to enter into this agreement and, except as otherwise disclosed to You, I am not an employee of any exchange or the NASD and I am not an employee or associated person of a member firm of any exchange or of a member firm of the FINRA. I will promptly notify You if I become so employed or associated. To the extent that I have not already disclosed to you the following, I will notify You in writing if I, my spouse or immediate family member living in my household become a director, 10% beneficial shareholder, or an affiliate of a publicly traded company. If an entity, I am duly formed, validly existing and in good standing in my state of organization, have full power and authority to enter and perform this agreement, and the persons signing the account application are fully authorized to act on my behalf. No person, except Myself (or any person named in a separate agreement), has any interest in the account opened pursuant to this Agreement. I acknowledge that unless Legent receives written objection from me, under SEC Rule 14B-1(c), Legent may provide my name, address, and security positions to requesting companies in which I hold securities.

**2. Authorization.** I appoint You as my agent for the purpose of carrying out my directions to You in accordance with the terms and conditions of my agreement with You for my account and risk with respect to the purchase or sale of securities. To carry out your duties, You are authorized to open or close brokerage accounts, place and withdraw orders and take such other steps as are reasonable to carry out my directions. Unless I give You discretion by written authorization, all transactions will be done only on my order or the order of my authorized delegate except as described in paragraph 8.

**3. Role and Responsibility of Clearing Broker.** I understand that Legent carries my account(s) as clearing broker pursuant to a Brokerage Services Agreement, also referred to as a Clearing Agreement, between My Broker and Legent, and that Legent will clear all transactions under this Agreement pursuant to that Clearing Agreement. If my account has been introduced to Legent and is carried by Legent acting solely as a "clearing broker," I agree that Legent is only responsible for the execution, clearing and bookkeeping of transactions made and is not otherwise responsible for the conduct of My Broker. I further understand that transactions may be executed by Legent or other broker-dealers, including My Broker as principal. I understand that Legent provides no investment advice in connection with this account nor does Legent give advice or offer any opinion with respect to the suitability of any transaction, security or order. Until receipt from me of written notice to the contrary, Legent may accept from My Broker without inquiry or investigation, (i) orders for the purchase or sale of securities and other property on margin, if I have elected to have a margin account, or otherwise, and (ii) any other instructions concerning said accounts. Legent shall look solely to My Broker unless otherwise directed by My Broker, and not to me with respect to any such orders or instructions; except that I understand that Legent will deliver confirmations, statements, and all written or other notices, including margin maintenance calls if applicable, with respect to my account directly to me with copies to My Broker, and that Legent will look directly to me or My Broker for delivery of margin, payment, or securities. I agree to hold Legent harmless from and against any losses, costs or expenses arising in connection with the delivery or receipt of any such communication(s), provided Legent has acted in accordance with the above. The foregoing shall be effective as to my account until written notice to the contrary is received from me by Legent or My Broker. You will respond to inquiries I may make concerning my brokerage account and if any inquiry is in the form of a complaint regarding My Broker, Legent will be responsible for (i) promptly notifying My Broker about the complaint; (ii) providing me with an acknowledgement that Legent has done this; and (iii) providing a copy of my complaint to My Broker's designated examining authority.

**4. Effect of Reports and Statements.** I agree that reports of execution of orders and statements of my account shall be conclusive if not objected to within ten (10) days after transmittal to me by mail or otherwise. Such objection may be oral or in writing, but any oral objection must be immediately confirmed in writing.

**5. Important Information About Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents and subsequently make copies for the records.

**6. SIPC and Other Insurance Coverage.** I understand that Legent is a member of the Securities Investor Protection Corporation (SIPC), which provides protection for accounts up to \$500,000 (including \$100,000 for claims of cash) per client as defined by SIPC rules. An explanatory brochure is available upon request or at [www.sipc.org](http://www.sipc.org) or via telephone at (202) 371-8300. I understand that Legent has acquired an additional \$24.5 million coverage through a third party insurance company. This brings the total protection to \$25 million with a limitation of \$1 million on claims for cash balances for each client (as defined by SIPC rules). I understand that such coverage does not include transactions or trading losses or declines in the value of securities.

**7. Telephone Recordings.** I understand and agree that any telephone conversation with You will or may be recorded for accuracy and I consent to such recording.

**8. Oral Authorization.** I agree that You shall be entitled to act upon any oral instructions given by Me so long as You reasonably believe such instruction was actually given by Me.

**9. Payment of Indebtedness.** In the event I become indebted to You in the course of operation of this account, I agree that I will repay such indebtedness upon demand. I agree that if after demand I fail to pay the indebtedness, You may close my account and liquidate any assets in my account at Your discretion in an amount sufficient to pay my indebtedness. As security for any and all liabilities arising in favor of You, I pledge to Legent a security interest in all property held by Legent in any account maintained by Legent for Me individually, jointly or in the name of another person or entity. Legent is hereby authorized to make whatever disposition of pledged property it may deem appropriate to realize the security afforded by this provision, and I will remain liable for any deficiency. I further agree that Legent shall be entitled to exercise the rights and remedies, with respect to the pledged property, generally afforded a secured party under the Uniform Commercial Code. The reasonable costs of collection of any debit balance and any unpaid deficiency in my accounts, including attorney's fees incurred by You shall be reimbursed by Me to You.

**10. Sell Orders; Deliveries and Settlements.** Unless otherwise specifically designated, any order directing the sale of Property shall be deemed to be a "long" sale, and in connection with any such order, I represent that I am the owner of the property subject of such order and agree to deliver the property to You in negotiable form on or before the settlement date. In the event that I fail to deliver the property to You by the close of business on the settlement date, You are authorized, in your discretion and without notice to Me, to (i) delay settlement, (ii) purchase comparable property to cover My position, or (iii) cancel the transaction. You may also charge any loss (including Interest), commission and fees to My account.

**11. Buy Orders; Settlements.** When I have directed that property be purchased, I agree to provide sufficient collected funds to cover such purchase on or before the settlement date. In the event that I fail to provide sufficient funds, You may, at your option and without notice to Me, (i) charge a reasonable rate of interest, (ii) liquidate the property subject of the buy order, or (iii) sell other property owned by Me and held in any account. You may also charge any consequential loss to My account.

**12. Distributions.** In the event that I sell a security prior to its ex-dividend/distribution date, and I receive the related cash/stock dividend or distribution in error, I direct You on my behalf to pay such dividend/distribution to the entitled purchaser of the securities I sold, and I guarantee to promptly reimburse You for, or deliver to You, said dividend or distribution.

**13. Restrictions on Trading.** I understand that You may, in Your discretion, prohibit or restrict the trading of securities, or the substitution of securities, in any of My accounts. I understand that You may execute all orders by Me on any exchange or market, unless I specifically instruct You to the contrary.

**14. Governing and Applicable Law.** This Agreement and all transactions made in my account shall be governed by the laws of the State of New York, (regardless of the choice of law rules thereof) except to the extent governed by federal securities law, the Federal Arbitration Act, and to the constitution, rules, regulations, customs and usage of the exchanges or market (and its clearing house) where executed.

**15. Ratification; Sub-Brokers and Agents; Extraordinary Events; Indemnification.** You may employ sub-brokers or other agents in connection with the execution of any order or the consummation of any other transaction hereunder, and You shall be responsible only for reasonable care in their selection. I understand that You shall not be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes, natural disasters or any other conditions or causes beyond Your control or anticipation, including, but not limited to, delays in the transmission of orders due to breakdown or failure of transmission or communication facilities. I agree to indemnify and hold You harmless from any loss, damage or liability arising out of any transaction in which You act, directly or indirectly, as My agent, absent any willful or grossly negligent conduct by You.

**16. Mutual Fund Transactions.** In the event that I purchase or hold a mutual fund, I agree to read and understand the terms of its prospectus. I understand that certain mutual funds reserve the right to change their purchasing, switching or redemption procedures and/or suspend or postpone redemptions under certain market conditions. I further understand that any mutual fund order entered with You is placed by You on a best efforts basis as prescribed and recognized by the individual fund, and that You are not responsible for unexecuted orders due to the failure of any communication system. I agree to be fully responsible for the information contained within the mutual fund prospectus and to hold You harmless for any deficiencies contained therein. I authorize You to act as my agent in the purchase and redemption of fund shares.

**17. Joint Account Authorization.** In consideration of Legent's carrying a joint account for the undersigned persons, we jointly and severally agree to be fully and completely responsible and liable for this account and to pay on demand any balance due. Each of us, or any person authorized to act on behalf of the account under a separate agreement, has full power and authority to make purchases and sales, withdraw funds and securities from, or to do anything else with reference to the account. You are authorized and directed to act upon instructions received from any of us. Suitability information provided on the front page reflects the combined interests of all joint owners. We understand that tax reporting information is processed using the social security number of the person first named in the registration. Each of us agrees to hold Legent and its employees and agents harmless from and indemnify them against any losses, causes of action, damages and expenses (including attorney's fees) arising from or as the result of Legent, its employees or agents following the instructions of any of us. Legent in its sole discretion may at any time suspend all activity in the joint account pending instructions from a court of competent jurisdiction or require that instructions pertaining to the joint account or the property therein be in writing, signed by all of us. Legent may recover from the account or from any of us such costs as it may incur, including reasonable attorney's fees, as the result of any dispute among us relating to or arising from the account. Upon any event that causes a change in the ownership of the joint account (divorce, death, assignment, etc.), all remaining accountholders or survivors shall immediately notify Legent in writing. Legent may take such actions in the account as Legent deems advisable to protect against any tax, liability, penalty or loss under any present or future laws or otherwise. The estate of the decedent or departing accountholder shall be liable together with each of the remaining or surviving accountholders, jointly and severally, to Legent for any net debit balance or loss in the account in any way resulting from any transactions initiated prior to notification to Legent or incurred in the liquidation of the account or the adjustment of the interests of the respective parties. Notwithstanding the governing law provisions of Section 17 (a) of this Agreement, the legal ownership of our accounts shall be governed by the internal laws of the state of residence.

**18. Liens.** I further agree, jointly and severally if this is a joint account, that all property including cash or securities You may at any time be holding or carrying for me shall be subject to a lien in your favor for the discharge of obligations of the account to You. Such lien is to be in addition to and not in substitution of the rights and remedies You otherwise would have.

**19. Definitions of the Word "Property."** For all purposes of this agreement, the word "Property" means of all kinds, monies and all contracts, investments and options relating thereto, whether for present or future delivery, and all distributions, proceeds, products and accessions of all such property. This includes all such property held, maintained or carried by Legent in any manner for Me.

**20. Effect of Attachment or Sequestration of Accounts.** Legent shall not be liable for refusing to obey any orders given by or for Me with respect to any account(s) that has or have been subject to an attachment or sequestration in any legal proceeding against Me, and Legent shall be under no obligation to contest the validity of any such attachment or sequestration.

**21. Event of Death.** It is further agreed that in the event of my death or the death of one of the joint account holders, the representative of my estate or the survivor or survivors shall immediately give You written notice thereof, and You may, before or after receiving such notice, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion of and/or restrict transactions in the account as You may deem advisable to protect You against any tax, liability, penalty or loss under any present or future laws or otherwise. Notwithstanding the above, in the event of my death or the death of one of the joint Account Holders, all open orders shall be canceled, but You shall not be responsible for any action taken on such orders prior to the actual receipt of notice of death. Further, You may in your discretion close out any or all of my accounts without awaiting the appointment of a personal representative for my estate and without demand upon or notice to any such personal representative. The estate of any of the account holders who shall have died shall be liable and each survivor shall continue liable, jointly and severally, to You for any net debit balance or loss in said account in any way resulting from the completion of transactions initiated prior to the receipt by You of the written notice of the death of the decedent or incurred in the liquidation of the account or the adjustment of the interests of the respective parties. Such notice shall not affect Your rights under this agreement to take any action that You could have taken if I had not died.

**22. Tax Reporting.** The proceeds of sales transactions and dividends paid will be reported to the Internal Revenue Service in accordance with applicable law.

**23. Information Accuracy.** I (a) certify that the information contained in this agreement, the account application, and any other document that I furnish to You in connection with my account(s) is complete, true and correct, and acknowledge that knowingly giving false information for the purpose of inducing You to extend credit is a federal crime, (b) authorize You to contact any individual or firm noted herein or on the documents referred to in subsection (a) of this Section and any other normal sources of debit or credit information, (c) authorize anyone so contacted to furnish such information to You as You may request, and (d) agree that this agreement, the account application and any other document I furnish in connection with my account is Your property, as the case may be. I shall promptly advise you of any changes to the information in such agreements and documents. You may retain this agreement, the account application, and all other such documents and their respective records at Your sole discretion, whether or not credit is extended.

**24. Credit information and investigation.** I authorize You to obtain reports and provide information to others concerning My creditworthiness and business conduct. Upon My request, You agree to provide Me a copy of any report so obtained.

**25. Equity Orders And Payment For Order Flow.** Securities and Exchange Commission rules require all registered broker-dealers to disclose their policies regarding any "payment for order flow" arrangement in connection with the routing of customer orders. "Payment for order flow" includes, among other things, any monetary payment, service, property, or other benefit that results in remuneration, compensation, or consideration to a broker or dealer from any broker or dealer in return for directing orders. You transmit customer orders for execution to various exchanges or market centers based on a number of factors. These include: size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement) access to reliable market data, availability of efficient automated transaction processing and reduced execution costs through price concessions from the market centers. Certain of the market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. While a customer may specify that an order be directed to a particular market center for execution, the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers. The nature and source of any payments and /or credits received by You in connection with any specific transactions will be furnished upon written request.

**26. Free Credit Balances.** I authorize You to invest the free credit balances in My securities account in money market funds as specified on My account application and, without notice, to redeem My money market fund shares to the extent necessary to satisfy any debits arising in any of My securities accounts. Amounts not invested shall accrue and will be paid interest on the free credit balances. The interest paid will be calculated on a 365-day year and actual days elapsed. The interest rate will vary from time to time without prior notice, in accordance with changes in the "broker call rate."

**27. Fees and Charges.** I understand that there are charges for commissions and fees for executing buy and sell orders and for other services provided under this agreement. I agree to pay such commissions and fees at the then prevailing rate. I acknowledge that the prevailing rate of commissions and fees may change and that change may occur without notice. I agree to be bound by such changes. I specifically agree to pay a reasonable rate of interest on the principal amount of any debit balance carried with respect to the account. Interest due on the account is payable on demand. I also agree to pay such expenses incurred by You in connection with collection of any unpaid balance due on My accounts, including, but not limited to, attorney's fees allowed by law.

## 28. Arbitration.

A. The following general provisions apply to all arbitrations pursuant to this section:

- i. Arbitration is final and binding on the parties. 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.
- ii. The parties are waiving their right to seek remedies in court, including the right to a jury trial. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- iii. Pre-arbitration discovery is generally more limited than and different from court proceedings. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- iv. The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings of the arbitrators is strictly limited. The arbitrators do not have to explain the reason(s) for their award.
- v. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- vi. 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 to court.
- vii. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

B. Any controversy or claim arising out of or relating to this agreement shall be settled by arbitration in accordance with the rules then in effect by one of the following arbitration tribunals: (i) FINRA, (ii) the Chicago Stock Exchange, or (iii) the American Arbitration Association, as I may select. I understand that upon Legent's demand, I must select the arbitration tribunal within ten (10) calendar days after demand is made. I agree to provide written evidence (via certified mail) of that selection. In the event that I fail to make such selection, Legent shall be entitled to make the decision. Legent shall provide written evidence (via certified mail) of such selection to Me. I agree that any judgment upon an award rendered by arbitration may be entered in any court having proper jurisdiction.

C. This agreement to arbitrate constitutes a waiver of the right to seek a judicial forum unless such a waiver would be void under the federal securities laws.

D. 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:

- the class certification is denied;
- the class is decertified; or
- 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.

E. The venue for all arbitration proceedings arising out of or relating to this agreement shall be New York, New York. By signing this agreement, I acknowledge and accept New York City as the arbitration hearing location.

This agreement to arbitrate does not entitle Me to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a competent jurisdiction.

**29. Notice.** All communications, including margin calls, may be sent to Me at the mailing address for the account or E-mail address that I have given to You in M account application (to either E-mail address in the case of joint accounts where each account holder has given an E-mail address; notice to both E-mail addresses is not required) or at such other address as I may hereafter give you in writing or by E-mail at least ten (10) days prior to delivery, and all communications so sent, whether in writing or otherwise, shall be deemed given to me personally, whether actually received or not.

**30. Headings.** The heading of each provision hereof is for descriptive purposes only and shall not be (i) deemed to modify or qualify any of the rights or obligations set forth herein or (ii) used to construe or interpret any of the provisions hereunder.

**31. No Waiver; Cumulative Nature of Rights and Remedies.** Your failure to insist at any time upon strict compliance with any term contained in this agreement, or any delay or failure on Your part to exercise any power or right given to You in this agreement, or a continued course of such conduct on Your part, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other further exercise. All rights and remedies given to You in this agreement are cumulative and not exclusive of any other rights or remedies to which you are entitled.

**32. Miscellaneous Provisions.** The following provisions shall also govern this agreement:

- a. This agreement and all documents incorporated by reference are governed by the laws of the State of New York.
- b. I hereby ratify and confirm all transactions heretofore made and entered into with Legent.
- c. This agreement shall bind My heirs, assigns, executors, successors, conservators and administrators.
- d. If any provision of this agreement shall be determined to be invalid, the remainder hereof shall remain in full force and effect.
- e. This agreement may be terminated by either Myself or Legent upon thirty (30) days written notice. I will remain liable to Legent for any charges due, whether arising before or after termination.
- f. No provision of this Agreement may be altered, changed or revised except by a written instrument signed by Myself and Legent.
- g. I will notify You if any representation herein is or becomes materially inaccurate.

**33. Severability.** If any provisions or conditions of this agreement become inconsistent with any present or future law, rule or regulation of any applicable government, regulatory or self regulatory agency or body, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted by applicable law, to make this agreement in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, this agreement shall continue in full force or affect.

BY MY SIGNATURE ON THE ACCOUNT APPLICATION, I ACKNOWLEDGE THAT I HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO THE TERMS SET FORTH IN THE FOREGOING AGREEMENT, AND THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE AT SECTION 28 OF PAGE 3.





## How to complete your W-8BEN form

### For a joint account:

- Part I, Question 1: the name must match the name on the Fortrend Securities Application Form
- Part I, Question 3: tick the 'individual' box
- Part II, Question 9: tick box 'a' and write 'Australia' on this line
- Part IV: sign, date (MM-DD-YYYY) and write 'Beneficial Owner' above 'Capacity in which acting'

Separate forms must be completed by each account applicant



# Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

OMB No. 1545-1621

► **Section references are to the Internal Revenue Code.** ► **See separate instructions.**  
► **Give this form to the withholding agent or payer. Do not send to the IRS.**

**Do not use this form for:**

- A U.S. citizen or other U.S. person, including a resident alien individual . . . . . **W-9**
- A person claiming that income is effectively connected with the conduct of a trade or business in the United States . . . . . **W-8ECI**
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) . . . . . **W-8ECI or W-8IMY**
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) . . . . . **W-8ECI or W-8EXP**

**Note:** These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.

- A person acting as an intermediary . . . . . **W-8IMY**

**Note:** See instructions for additional exceptions.

**Instead, use Form:**

**Part I Identification of Beneficial Owner** (See instructions.)

<b>1</b> Name of individual or organization that is the beneficial owner		<b>2</b> Country of incorporation or organization															
<b>3</b> Type of beneficial owner: <table><tr><td><input type="checkbox"/> Individual</td><td><input type="checkbox"/> Corporation</td><td><input type="checkbox"/> Disregarded entity</td><td><input type="checkbox"/> Partnership</td><td><input type="checkbox"/> Simple trust</td></tr><tr><td><input type="checkbox"/> Grantor trust</td><td><input type="checkbox"/> Complex trust</td><td><input type="checkbox"/> Estate</td><td><input type="checkbox"/> Government</td><td><input type="checkbox"/> International organization</td></tr><tr><td><input type="checkbox"/> Central bank of issue</td><td><input type="checkbox"/> Tax-exempt organization</td><td><input type="checkbox"/> Private foundation</td><td colspan="2"></td></tr></table>			<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Partnership	<input type="checkbox"/> Simple trust	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Estate	<input type="checkbox"/> Government	<input type="checkbox"/> International organization	<input type="checkbox"/> Central bank of issue	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Private foundation		
<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Partnership	<input type="checkbox"/> Simple trust													
<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Estate	<input type="checkbox"/> Government	<input type="checkbox"/> International organization													
<input type="checkbox"/> Central bank of issue	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Private foundation															
<b>4</b> Permanent residence address (street, apt. or suite no., or rural route). <b>Do not use a P.O. box or in-care-of address.</b>																	
City or town, state or province. Include postal code where appropriate.		Country (do not abbreviate)															
<b>5</b> Mailing address (if different from above)																	
City or town, state or province. Include postal code where appropriate.		Country (do not abbreviate)															
<b>6</b> U.S. taxpayer identification number, if required (see instructions) <input type="checkbox"/> SSN or ITIN <input type="checkbox"/> EIN		<b>7</b> Foreign tax identifying number, if any (optional)															
<b>8</b> Reference number(s) (see instructions)																	

**Part II Claim of Tax Treaty Benefits** (if applicable)

**9 I certify that (check all that apply):**

- a** ☐ The beneficial owner is a resident of ..... within the meaning of the income tax treaty between the United States and that country.
- b** ☐ If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).
- c** ☐ The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).
- d** ☐ The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).
- e** ☐ The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.

**10 Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article ..... of the treaty identified on line 9a above to claim a ..... % rate of withholding on (specify type of income): .....  
Explain the reasons the beneficial owner meets the terms of the treaty article: .....

**Part III Notional Principal Contracts**

- 11** ☐ I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

**Part IV Certification**

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- 1** I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,
  - 2** The beneficial owner is not a U.S. person,
  - 3** The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, **and**
  - 4** For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.
- Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

**Sign Here**

Signature of beneficial owner (or individual authorized to sign for beneficial owner) Date (MM-DD-YYYY) Capacity in which acting

# Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

OMB No. 1545-1621

► Section references are to the Internal Revenue Code. ► See separate instructions.  
► Give this form to the withholding agent or payer. Do not send to the IRS.

**Do not use this form for:**

- A U.S. citizen or other U.S. person, including a resident alien individual . . . . . W-9
- A person claiming that income is effectively connected with the conduct of a trade or business in the United States . . . . . W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) . . . . . W-8ECI or W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) . . . . . W-8ECI or W-8EXP

**Note:** These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.

- A person acting as an intermediary . . . . . W-8IMY

**Note:** See instructions for additional exceptions.

**Instead, use Form:**

**Part I Identification of Beneficial Owner** (See instructions.)

<b>1</b> Name of individual or organization that is the beneficial owner		<b>2</b> Country of incorporation or organization															
<b>3</b> Type of beneficial owner: <table><tr><td><input type="checkbox"/> Individual</td><td><input type="checkbox"/> Corporation</td><td><input type="checkbox"/> Disregarded entity</td><td><input type="checkbox"/> Partnership</td><td><input type="checkbox"/> Simple trust</td></tr><tr><td><input type="checkbox"/> Grantor trust</td><td><input type="checkbox"/> Complex trust</td><td><input type="checkbox"/> Estate</td><td><input type="checkbox"/> Government</td><td><input type="checkbox"/> International organization</td></tr><tr><td><input type="checkbox"/> Central bank of issue</td><td><input type="checkbox"/> Tax-exempt organization</td><td><input type="checkbox"/> Private foundation</td><td colspan="2"></td></tr></table>			<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Partnership	<input type="checkbox"/> Simple trust	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Estate	<input type="checkbox"/> Government	<input type="checkbox"/> International organization	<input type="checkbox"/> Central bank of issue	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Private foundation		
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City or town, state or province. Include postal code where appropriate.		Country (do not abbreviate)															
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**Part II Claim of Tax Treaty Benefits** (if applicable)

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Explain the reasons the beneficial owner meets the terms of the treaty article: .....

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- 1 I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,
  - 2 The beneficial owner is not a U.S. person,
  - 3 The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, **and**
  - 4 For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.
- Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

**Sign Here**

Signature of beneficial owner (or individual authorized to sign for beneficial owner) Date (MM-DD-YYYY) Capacity in which acting



## **Standing Wire Instructions To Repatriate Funds**

<b>Fortrend Account Name</b>	
<b>Fortrend Account Number</b>	

When delivering funds from the above account please accept the following delivery instructions:

<b>Bank Name</b>	
<b>BSB Number</b>	
<b>Bank Account Name</b>	
<b>Bank Account Number</b>	

<b>Print Name</b>	
<b>Signature</b>	

<b>SWIFT/BIC (office use only)</b>	
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# FORTREND SECURITIES

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## **SOPHISTICATED INVESTOR DETAILS**

(To be completed by the Investor)

Name: \_\_\_\_\_

Occupation/Profession: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fortrend Account Number: \_\_\_\_\_

To be considered for Sophisticated Investor status I confirm:

☐

I have aggregated net assets of at least \$2.5 million

OR

☐

I have aggregated gross income for each of the last two financial years of at least \$250,000 a year

Please have your accountant complete the Accountants Certificate (overleaf).

I accept this certificate is required to be renewed every 2 years.

Name (Please Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# FORTREND SECURITIES

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**CERTIFICATE OF ASSETS & INCOME**  
**(Sections 708(8)(c)(i & ii) of the Corporations Act)**  
(To be completed by a qualified accountant)

Date: \_\_\_\_\_

I, (insert name of qualified accountant) \_\_\_\_\_

of (insert name of accounting firm) \_\_\_\_\_

of address (insert address of accounting firm) \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Am a member of the (insert name of institute) \_\_\_\_\_

\_\_\_\_\_

Membership designation (insert membership designation) \_\_\_\_\_

\_\_\_\_\_

Being a qualified accountant approved by the Australian Securities & Investment  
Commission in accordance with RG 154, certify that: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Has,

(i) Net assets of over \$2.5 million or more as at (insert date) \_\_\_\_\_

OR

(ii) Received a gross income of \$250,000 or more in each of the last two financial  
years ending on 30 June \_\_\_\_\_ and 30 June \_\_\_\_\_.

(Signature of qualified accountant): \_\_\_\_\_

(Name of qualified accountant): \_\_\_\_\_

## Margin Account Agreement

A margin account involves an extension of credit by Legent Clearing LLC ("Legent") in connection with your securities. The Margin Agreement and consent to loan securities below enables Legent to pledge or lend securities carried for the margin account when money is loaned to you.

### Informational Statement

**Initial margin** requirements established by the Board of Governors of the Federal Reserve specify the minimum amount of collateral you must provide when you buy securities on margin. This requirement is expressed as a percentage of the purchase price. It may change from time to time, and it may be a different percentage for different securities. For example, if the current margin requirement is 50%, and you purchase stocks on margin costing \$15,000, only 50% of that amount (\$7,500) is required to be paid. Under Regulation T, the required margin must be deposited into your account by settlement date. The balance due on the purchase will be paid by Legent, and your account will be debited accordingly. As part of the initial margin requirement, you must have a minimum of \$2,000 equity every time you enter a new commitment in your margin account. The term "equity" means the excess market value of the securities in the account less any liabilities.

**Maintenance margin** requirements are established by Legent and by regulatory authorities for the purpose of maintaining a sound financial condition for Legent and the customer. If there is a decline in the market value or liquidity of securities that are the collateral for your Legent loan or in other circumstances where, in Legent's judgment, adequate collateral does not exist, it may be necessary to issue a call (request) for additional margin collateral (cash or deposit of additional marginable securities). Ordinarily, a request for additional margin will be made when the equity in an account falls below 30% of the market value of all qualified securities in the account.

**Additional margin** will ordinarily be required if there is an undue concentration of one or more collateral securities, if your credit-worthiness significantly declines, or if the market value of low-priced stocks declines below \$6 per share. Stocks priced from \$3 to \$6 require 50% maintenance, and stocks priced below \$3 require 100% maintenance.

**A margin call** may be satisfied by the prompt deposit of cash or additional acceptable securities. While most call notices are delivered with a three-day response time, Legent retains the right to require additional margin in any amount and in any time frame considered prudent. Legent's determination is based on market conditions, concentration in one or more securities and other relevant factors. If you do not meet a margin call, Legent may liquidate securities in the account to the extent necessary to satisfy the call. **Legent can sell your securities or other assets without contacting you.** Legent or your broker may attempt to notify you of margin calls but is not required to do so. However, even if Legent or your broker has contacted you and provided a specific date by which you must meet a margin call, Legent or your broker can still take necessary steps to protect its financial interests, including immediately selling the securities without notice to you. You are not entitled to choose which securities or other assets in your account(s) are liquidated or sold by Legent to meet a margin call. Legent can increase its "house" maintenance margin requirements at any time and is not required to provide you advance written notice. You are not entitled to an extension of time on a margin call.

**Interest Maintenance** charged by Legent is based on the amount of money loaned to you. Interest is calculated in the manner described on the reverse side of this form and posted to your account statement as an addition to your debit balance.

**The Interest Rate** will vary from time to time without prior notice, in accordance with shifts in money rates. If Legent's interest rate is to be increased for any other reason, you will be notified in writing at least 30 days prior to such change.

**Short account** securities will be "marked to the market" daily. The value of the short security will be considered as a debt to your account.

**Securities** in a margin account are registered in Legent's name and are collateral for any margin loan. You still receive credit for all dividends or interest as long as all account requirements have been met. Your account will be charged for any dividends or interest on short positions.

### Margin Agreement

**Your Broker** will be pleased to answer any questions You may have regarding Your margin account. This Margin Agreement is part of the Client Agreement ("Agreement") between Legent and the undersigned ("You & Your"). In consideration of Legent's acceptance of Your account under this Margin Agreement, You agree to the following supplemental terms and provisions:

**Provision of Credit.** Pursuant to Regulation T under the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities Exchange Commission (“SEC”) and the Board of Governors of the Federal Reserve System, it is agreed that You may purchase, carry and trade certain securities on margin. You authorize Legent to obtain reports concerning Your credit-worthiness and business conduct. Upon Your request, Legent agrees to provide You a copy of said reports.

**Maintenance of Margin.** You agree to maintain such positions and margins as are required by Regulation T and all other applicable statutes, rules and regulations, or as Legent deems necessary, (which requirements may be more stringent than those required by law or exchange regulations). Legent may change or modify such requirements without prior notice to You. You shall promptly satisfy all margin and maintenance calls.

**Short Sales.** You shall clearly designate any order to sell “short” or “short exempt;” all other sales shall be deemed to be “long.”

**Interest on Margin.** On demand, You shall pay interest on credit extended by Legent under this Margin Agreement for the purpose of purchasing, carrying or trading securities. The rate of interest charged for the provision of credit shall be calculated on a 360-day year and actual days elapsed, and in accordance with the following schedule determined by Your Broker. For purposes of this provision, the following definitions apply:

a. “Average Debit Balance” means the average daily amount of money loaned by Legent to You during the calculation period.

b. “Broker Call Rate” means the daily rate of interest quoted by Legent’s primary bank from time to time as its “broker call rate.”

On demand, You also shall pay any balance owing with respect to Your Accounts, including fees and any cost of collection (including attorney’s fees). All payments received in Your Account, including interest, dividends, premiums and principals, may be applied to the balance owed to Legent.

**Securities Lending.** For any securities held by Legent as property on margin under this Margin Agreement or as collateral for Your obligations under this Margin Agreement, You authorize Legent to lend such securities, either separately or with other securities, to Legent or to other entities. Until written revocation is received by Legent, this Margin Agreement constitutes Your continuing consent to effect securities lending transactions. Upon such written revocation, Legent shall have reasonable time to deliver such securities to You.

**Hypothecation of Securities.** For any amount due to Legent, You authorize Legent to pledge and re-pledge, and hypothecate and re-hypothecate, any security held or carried by Legent in an account, without notice to You, either separately or with other securities of other bona fide Legent clients. You represent that You will not cause or allow any collateral in any of Your Accounts to become subject to any liens, security interests, mortgages or encumbrances. You further represent that You are not controlled by or in control of any issuer of any security You have provided as collateral to Legent.

**Disclosure Regarding Liquidation.** You acknowledge that: (i) Legent is not required to provide notice to You of a margin deficiency, and (ii) Legent may, under certain circumstances, liquidate Property held in Your Account, without notice, to satisfy minimum maintenance or margin calls. You also acknowledge that failure of Legent to promptly enforce its margin requirements does not prevent Legent from subsequently enforcing such margin requirements with respect to Your Account.

**Liquidation.** It is understood and agreed that to satisfy Legent’s policy regarding margin maintenance requirements, Legent may, in its discretion, require You to provide additional collateral or liquidate any part of the Property in Your Account. Without limitation, any of the following circumstances may give rise to Legent’s exercise of this power: (i) Your failure to meet promptly any call for additional collateral; (ii) the filing of a petition in bankruptcy by or against You; (iii) the appointment of a receiver is filed by or against You; (iv) a significant judgment is entered against You, and any levy on Your Account is made; (v) Your death; or (vi) the occurrence of any event which, in Legent Clearing’s judgment, operates to impair Client’s ability to perform its obligations under this Margin Agreement. In any such event, and without further notice, You authorize Legent (i) to sell any Property held in the Account; (ii) to buy any security or other property which may be short; (iii) to cancel any open order; (iv) to close any outstanding order; and (v) otherwise to take such action as Legent, in its discretion, deems necessary to comply with applicable statutes, rules and regulations governing a margin account.



I hereby request that my broker ("My Broker") and Legent ("Legent") amend the account in the name(s) listed as account owner(s) on this MARGIN application and to that purpose endorse this account as a MARGIN ACCOUNT.

By signing below, I acknowledge that I have received, read, understand and agree to be bound by the terms & conditions as set forth in the MAIN Customer Agreement as currently in effect and as amended from time to time. I acknowledge that I have received, read, understand and agree to be bound by the terms & conditions as set forth in the Margin Account Agreement as currently in effect and as amended from time to time. I represent that I am of required legal age to enter into this Agreement. I understand and acknowledge that Legent does not provide investment, tax, legal, accounting, financial or other advice.

**Please Note: Legent and/or My Broker will verify information provided on this form through a third-party vendor in accordance with the USA Patriot Act.**

**I UNDERSTAND THAT THIS ACCOUNT IS GOVERNED BY A PRE-DISPUTE ARBITRATION AGREEMENT, WHICH IS SET FORTH IN SECTION 28 OF PAGE 3 IN THE MAIN CUSTOMER AGREEMENT. I ACKNOWLEDGE THAT I HAVE RECEIVED AND READ THE PRE-DISPUTE ARBITRATION AGREEMENT.**

Account Name		Account Number	
Account Holder's Signature	Date	Joint Holder's Signature	Date
Broker's Signature	Date	General Principal's Signature	Date

\*Please include all 3 pages of the Margin Account Agreement when submitting

## OPTION ACCOUNT AGREEMENT

Account Name \_\_\_\_\_

Account Number \_\_\_\_\_

This Option Agreement is attached to and part of the Agreement ("Agreement") between your broker and the undersigned ("I", "My" & "Me"). In consideration of Legent's acceptance of My account ("Account") under the Option Agreement, I agree to the following supplemental terms and provisions.

**Acknowledgment.** I acknowledge that I have received and read the booklet entitled "Characteristics and Risks of Standardized Options" issued by the Options Clearing Corporation ("OCC"), and I am familiar with and understand the risks, duties and responsibilities associated with options trading. In the event that I request Level 4, Level 5, or Level 6 Option Trading, I further acknowledge having received written disclosure describing the additional risks associated with uncovered options trading entitled "Special Statement for Uncovered Option Writers." I further acknowledge that any options trading activity engaged in pursuant to this Option Agreement will be governed by the rules and regulations of the Securities and Exchange Commission ("SEC"), the Financial Industry Regulatory Authority ("FINRA"), the OCC and the several exchanges. I further agree not to take any action, either alone or in concert with others, to violate the position or exercise limits that the exchanges or marketplaces may establish from time to time as set forth in the booklet, "Characteristics and Risks of Standardized Options."

**Purchase and Sale of Options.** In the event that I purchase or write any option position, I agree:

- a. to pay a commission upon the opening of an option position and to pay a second commission upon the exercise or closing of that option position;
- b. to deliver the securities subject to an option at such time as Legent determines and, in the event that I do not deliver the underlying securities, I authorize Legent to act as My agent to purchase replacement securities at the then-current market price in order that delivery to the exercising holder of My call option is effectuated;
- c. with respect to the purchase of an option position, to be solely responsible for providing notice to My broker of My intention to exercise the right of purchase or sale no later than 3 p.m. Central Time on the business day preceding the date of expiration of such option, and that My broker is not obligated to exercise an option on My behalf, but may do so; and
- d. in the event it becomes necessary to allocate between two (or more) persons who have established an option position as seller, Legent shall have sole discretion to determine which seller actually shall receive notice of such allocation, and that I am bound by this "random selection" system of allocation.

**Remedies.** In the event I fail to satisfy any cash or collateral call, Legent may, in its discretion and without notice to Me, take any steps necessary to protect Legent's position, including and without limitation, (i) buying and/or selling short, or short exempt, for My account and at My risk, all or any portion of the shares or instruments represented by options endorsed by Legent for My account, and (ii) engaging in any other lawful transaction reasonably calculated to protect Legent's position.

**Uncovered Sale of Options.** I specifically acknowledge that the sale of any call option without depositing the underlying securities may subject Me to a significant loss.

Your Investment Experience						
Annual Income		Net Worth (excluding residence)		Liquid Net Worth	Tax Bracket	Primary Source of Income
<input type="checkbox"/> Under \$25,000	<input type="checkbox"/> Under \$50,000	<input type="checkbox"/> Under \$25,000	<input type="checkbox"/> 0%	<input type="checkbox"/> Investments <input type="checkbox"/> Compensation <input type="checkbox"/> Retirement Assets <input type="checkbox"/> Other (please specify) _____		
<input type="checkbox"/> \$25,001 - \$50,000	<input type="checkbox"/> \$50,001 - \$100,000	<input type="checkbox"/> \$25,001 - \$50,000	<input type="checkbox"/> 10%			
<input type="checkbox"/> \$50,001 - \$100,000	<input type="checkbox"/> \$100,001 - \$500,000	<input type="checkbox"/> \$50,001 - \$100,000	<input type="checkbox"/> 25%			
<input type="checkbox"/> \$100,001 - \$200,000	<input type="checkbox"/> \$500,001 - \$1,000,000	<input type="checkbox"/> \$100,001 - \$200,000	<input type="checkbox"/> 28%			
<input type="checkbox"/> Over \$200,001 (please specify) _____	<input type="checkbox"/> Over \$1,000,001 (please specify) _____	<input type="checkbox"/> Over \$200,001 (please specify) _____	<input type="checkbox"/> 33%			
				<input type="checkbox"/> 35%		
Investment Objective			Investment Experience		Risk Exposure	Investment Knowledge
<input type="checkbox"/> <b>Current Income</b> Preservation of capital with a primary consideration on current income <input type="checkbox"/> <b>Balanced</b> A balanced between capital appreciation and current income with the primary consideration being current income <input type="checkbox"/> <b>Growth &amp; Income</b> A balance between capital appreciation and current income with the primary consideration being capital appreciation <input type="checkbox"/> <b>Growth</b> Capital appreciation through quality equity investments and little or no income <input type="checkbox"/> <b>Maximum Growth</b> Maximum capital appreciation with higher risk and little to no income <input type="checkbox"/> <b>Speculation</b> Maximum total return involving a higher degree of risk through investment in a broad spectrum of securities			<input type="checkbox"/> Mutual Funds (yrs____) <input type="checkbox"/> Variable Products (yrs____) <input type="checkbox"/> Bonds (yrs____) <input type="checkbox"/> Stocks (yrs____) <input type="checkbox"/> Options (yrs____) <input type="checkbox"/> Other (please specify) (yrs____) <input type="checkbox"/> None		<input type="checkbox"/> Low	<input type="checkbox"/> Limited
					<input type="checkbox"/> Moderate	<input type="checkbox"/> Good
					<input type="checkbox"/> Aggressive	<input type="checkbox"/> Excellent
					<input type="checkbox"/> Speculative	
					Time Horizon	
				<input type="checkbox"/> Short Term – Less than 1 yr.		
				<input type="checkbox"/> Intermediate – 1 – 10 yr.		
				<input type="checkbox"/> Long Term – More than 10 yr.		
<input type="checkbox"/> <b>Risk Level 1</b> Covered Call Writing		<input type="checkbox"/> <b>Risk Level 2</b> Covered Call Writing Buying Puts & Calls		<input type="checkbox"/> <b>Risk Level 3</b> Covered Call Writing Buying Puts & Calls Combinations (Spreads, Straddles)		
<input type="checkbox"/> <b>Risk Level 4</b> Covered Call Writing Buying Puts & Calls Combinations (Spreads, Straddles) Selling Uncovered Puts		<input type="checkbox"/> <b>Risk Level 5</b> Covered Call Writing Buying Puts & Calls Combinations (Spreads, Straddles) Selling Uncovered Equity Puts & Calls		<input type="checkbox"/> <b>Risk Level 6</b> Covered Call Writing Buying Puts & Calls Combinations (Spreads, Straddles) Selling Uncovered Equity/Index Puts & Calls		
<p>I hereby request that my broker ("My Broker") and Legent Clearing LLC ("Legent") amend the account in the name(s) listed as account owner(s) on this OPTION application and to that purpose endorse this account as an OPTION ACCOUNT.</p> <p>By signing below, I acknowledge that I have received, read, understand and agree to be bound by the terms &amp; conditions as set forth in the MAIN Customer Agreement as currently in effect and as amended from time to time. I represent that I am of required legal age to enter into this Agreement. I understand and acknowledge that Legent does not provide investment, tax, legal, accounting, financial or other advice.</p> <p><b>Please Note: Legent and/or My Broker will verify information provided on this form through a third-party provider in accordance with the USA Patriot Act.</b></p> <p><b>I UNDERSTAND THAT THIS ACCOUNT IS GOVERNED BY A PRE-DISPUTE ARBITRATION AGREEMENT, WHICH IS SET FORTH IN SECTION 28 OF PAGE 3 OF THE MAIN CUSTOMER AGREEMENT. I ACKNOWLEDGE THAT I HAVE RECEIVED AND READ THE PRE-DISPUTE ARBITRATION AGREEMENT.</b></p> <p><b>By signing below, I acknowledge that I have received, read and understand the Option Account Agreement and acknowledge having received and read the booklet entitled "Characteristics and Risks of Standardized Options" issued by the Options Clearing Corporation ("OCC")</b></p>						
Account Name				Account Number		
Account Holder's Signature		Date	Joint Holder's Signature			Date
Broker Signature		Date	CROP Signature			Date
Approved Risk Level	<input type="checkbox"/> Level 1	<input type="checkbox"/> Level 2	<input type="checkbox"/> Level 3	<input type="checkbox"/> Level 4	<input type="checkbox"/> Level 5	<input type="checkbox"/> Level 6

# Visa/Check Application

Brokerage Account Number: \_\_\_\_\_

## Applicant

**Name on account** (This name will appear on your checks)  
Applicant (or organization)

Co-applicant (or additional information)

Mailing address

City and State

Zip Code

Home Phone: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Security Code (e.g. Mother's Maiden Name): \_\_\_\_\_

## Account Type

**Type of Account Registration:** \*requires completion of appropriate section(s) on the following page

☐ Individual

☐ Joint

☐ Trust\*

☐ Business\*

## Visa / Checks

☐ Gold Package (\$50 annual fee)

☐ Platinum Package (\$75 annual fee)

☐ Checks only

☐ Checks & Platinum Card

☐ Checks & Gold Card

Optional: Print on checks (*neither will be printed unless otherwise indicated*)

☐ Home Phone Number \_\_\_\_\_ or ☐ Business Phone Number \_\_\_\_\_

## Signature(s) Individual and Joint Accounts Only

By signing below, you affirm that:

- all information provided on this form is correct and complete; you have authority to open and use this account;
- you authorize the Brokerage Firm and its affiliates and their subsidiaries (collectively "The Firm") to gather and exchange information; and you understand that this account is governed by the terms and conditions of your Check Writing and Debit Card Service Agreement, the Fund Prospectus, the General Account Agreement (if applicable), and / or other agreements you may have with The Firm. You have read all those documents, and agree to their terms.

X

X

Applicant Signature

Date \_\_\_\_\_

Co-Applicant Signature

Date \_\_\_\_\_

Internal – For Legent use only

PNC Acct # \_\_\_\_\_

Please return to your Brokerage Firm