



PO Box 2237  
Omaha, NE 68103-2237

ACCOUNT NUMBER \_\_\_\_\_

## Fee Payment and Limited Trading Authorization

**Trading Authorization.** I hereby authorize the person or entity designated as my Financial Advisor ("Advisor") on this Ameritrade Clearing, Division of Ameritrade, Inc., ("the Clearing Firm") Limited Trading Authorization to be my agent and attorney-in-fact, and in that capacity, to give instructions to the Clearing Firm for transactions in my Clearing Firm Account and to take all other actions necessary or incidental to the execution of such instructions. I authorize the Clearing Firm to follow Advisor's oral, written, or electronically transmitted instructions without obtaining my approval, counter-signature, or co-signature. Advisor's authority includes authority to give instructions for purchases, sales and, where necessary to complete any transaction, the authority to transfer, convert, endorse, sell, assign, set over, and deliver any assets held in the Clearing Firm Account ("the Account Assets") and to make, execute, and deliver any and all written instruments of assignment and transfer.

I also understand that monitoring account activity is my responsibility. The Clearing Firm only provides the statements and confirmations to facilitate this process, but has no duty to supervise or monitor my accounts or the actions of Advisor. I further authorize the Clearing Firm, acting upon Advisor's instructions, to aggregate transaction orders for my account with orders for one (1) or more other accounts over which Advisor has investment discretion or to accept or deliver assets in transactions executed by other broker/dealers where Advisor has so aggregated orders. I agree that if any such aggregated order is executed in more than one (1) transaction, my portion of such order may be deemed to have been executed at the weighted average of the prices at which all of such transactions were executed.

**Margin and Options Trading.** If my Ameritrade Clearing Account has a Margin and Short Account feature, Advisor is authorized to trade on margin, to sell short, to borrow securities, to otherwise cause credit to be extended through the Clearing Firm Account, and to secure the performance of obligations in the Clearing Firm Account with assets held in the Clearing Firm account ("Account Assets"). If my Ameritrade Clearing account is an Individual Retirement Account (IRA), I acknowledge and agree that neither Advisor nor I may make short sales, trade on margin, or purchase or sell options contracts (other than the writing of covered calls).

**Authorization to Direct Disbursement of Funds.** By providing my signature on this Fee Payment and Limited Trading Authorization I am providing authorization for the Clearing Firm to remit checks, wire funds, and otherwise to make disbursements of funds held in the Clearing Firm Account to banks, broker/dealers, investment companies or other financial institutions for my benefit, upon Advisor's verbal, written, or electronically transmitted instructions.

**Authorization to Pay Fees.** By providing my signature on this Fee Payment and Limited Trading Authorization I am providing authorization for the Clearing Firm to pay management fees directly to Advisor, I authorize the Clearing Firm to pay Advisor from my account Advisor's management fees, no more than quarterly, as invoiced by Advisor. The Clearing Firm may rely on the invoices submitted by Advisor, and the Clearing Firm will have no responsibility to calculate or verify fees so invoiced.

**Role of the Clearing Firm.** I acknowledge and agree that:

- The Clearing Firm will merely effect transactions as directed by Advisor;
- The Clearing Firm will not give investment advice to me or to Advisor;
- I (and not the Clearing Firm) am responsible for investigating and selecting Advisor;
- Advisor is not affiliated with, controlled, or employed by the Clearing Firm, and the Clearing Firm has not approved, recommended, or endorsed Advisor;
- The Clearing Firm has no duty to supervise or monitor trading by Advisor in my Account.

I understand that other brokerage firms might provide some of the services listed above, but I have chosen to place my account at the Clearing Firm in order to, among other reasons, obtain reduced commissions.

The Clearing Firm will send me written confirmations of my trades executed through the Clearing Firm and statements of all activity in my account. Statements will be sent monthly if my account is active and quarterly if my account is inactive. If Advisor or any of Advisor's employees are associated with a member of the National Association of Securities Dealers, Inc., NYSE or affiliate, the Clearing Firm is authorized to deliver information concerning my account, including duplicate confirmations and account statements, to such member upon written request.

**Termination of Authority.** This authorization will remain effective until I have revoked it by giving written notice to the Clearing Firm. Such revocation will not affect my obligations resulting from transactions initiated prior to receipt of such written notice.

**Indemnification.** I agree to indemnify and hold harmless Ameritrade, Inc., its divisions, affiliates, and their directors, officers, employees, and agents from and against all claims, actions, costs, and liabilities, including attorney's fees, arising out of or relating to:

- their reliance on this Fee Payment and Limited Trading Authorization;
- the Clearing Firm's execution of Advisor's instructions.

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**Arbitration Disclosure.**

1. The following arbitration provision shall apply to any controversy or claim that arises between me and Ameritrade Advisor Services (AAS) or Ameritrade Clearing:

- (a) Arbitration is final and binding on the parties.
- (b) The parties are waiving their right to seek remedies in court, including the right to jury trial.
- (c) Pre-arbitration discovery is generally more limited than and different from court proceedings.
- (d) 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 by the arbitrators is strictly limited.
- (e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- (f) No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until (i) the class certification is denied; or (ii) the class is decertified; or (iii) the client is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

2. All controversies concerning (a) any transaction, (b) the construction, performance or breach of this or any other agreement, whether entered into prior to, on, or after the date of this Agreement, or (c) any other matter, which may arise between AAS or Ameritrade Clearing, and me shall be determined by arbitration in accordance with the rules of the National Association of Securities Dealers, Inc.

**Successors and Heirs.** This Authorization supplements and in no way limits or restricts rights which the Clearing Firm may have under any other agreement with me. This Authorization will bind my heirs, executors, administrators, successors, and assigns and will benefit the Clearing Firm's successors and assigns.

**Ameritrade Advisor Services is required to disclose to each applicant that the information provided on this application will be verified through a third-party provider in accordance with the USA Patriot Act.**

By signing this agreement, I authorize the Clearing Firm to deduct my advisor's fees from my account as directed by my advisor.

**Account Owners**

Account Owner Name	
Date	Telephone Number
Street Address <i>City, State/Province, Zip/Postal Code</i>	
<input checked="" type="checkbox"/> Account Owner's Signature	<input checked="" type="checkbox"/> Co-Account Owner's Signature

**Authorized Agent**

Print Name	Date
Street Address <i>City, State/Province, Zip/Postal Code</i>	
Telephone Number	Date of Birth <i>Month/Day/Year</i>
U.S. Social Security Number <i>If none, you must submit a copy of your passport.</i>	
<input type="checkbox"/> Check here if you or any member of your immediate family is a senior foreign political figure.	
<input type="checkbox"/> Check here if you are a director, 10% shareholder, or policy-making officer of a publicly traded company. <i>Specify the company name, address, city and state/province.</i>	
<input type="checkbox"/> Check here if you are licensed or employed by a registered broker/dealer. <i>We must receive a compliance letter along with this application.</i>	
<input checked="" type="checkbox"/> Signature	