



## Account Opening Instructions – Corporate Account

Thank you for choosing BEST Direct Securities for your **Corporate Account**. To ensure your account is opened promptly, we have provided instructions below. Please contact Customer Service at (800) 553-2575 with any questions you may have or to obtain additional account opening documents.

### 1. Complete Necessary Account Documentation

- New Account Application
- Corporate Account Form
- Articles of Incorporation or Certificate of Incorporation & Corporate Resolution
- Trading Platform Selection Form
- Non-Resident Entities*
  - o Copy of valid government-issued Passport and W-8 for all authorized persons
  - o Name, address and phone numbers of beneficial owners of 10% or more
  - o Names of all management responsible for affairs of the entity (if not already included in Articles of Incorporation or Certificate of Incorporation)

### 2. Verify Information

To ensure prompt account opening, please verify the information provided on the account documents is complete and accurate. Missing or incorrect information may result in processing delays. Please ensure a valid e-mail address has been noted on the application and all account owners have signed.

### 3. Mail Original Completed Account Documents

After your application is completed in its entirety, please mail all pages of the application, with original signature(s), to the following address:

BEST Direct Securities  
Attn: New Accounts  
One Peregrine Way  
Cedar Falls, IA 50613

### 4. Fund Your Account

You may fund your account by using a personal check or wire transfer. The name on the source of funds must match the name on the BEST Direct Securities account being opened. Please note third party funds, money orders, cashier's checks, starter checks and cash cannot be accepted.

**Payment by check:** Please make checks payable to Sterne, Agee & Leach, Inc.

**Payment by wire:** For complete wire instructions, please visit [www.bestdirectsecurities.com/Open\\_An\\_Account/AccountFunding.aspx](http://www.bestdirectsecurities.com/Open_An_Account/AccountFunding.aspx) and select Equities/Options or Futures for detailed wire instructions.

**Transfer an existing account from another firm:** Please contact Customer Service at (800) 553-2575 to request an Account Transfer Form. This form may also be downloaded at the above link located under "Payment by wire".

Account applications are typically reviewed within one business day of receipt. You will be notified if additional information is required. Once the account is approved, you will be notified via the e-mail address provided on the account application. Once account funding has been completed, your trading platform login information will be e-mailed to you.

*Still have questions?*

**Please contact Customer Service at (800) 553-2575.**

**Thank you for choosing BEST Direct Securities!**



One Peregrine Way | Cedar Falls, IA 50613  
800-553-2575  
Member FINRA & SIPC

Rep Code: \_\_\_\_\_ Account #: \_\_\_\_\_

## New Account Application

### Type of Registration:

#### Account Registration: (Please circle one)

Individual	Corporate	General Partnership	Traditional IRA	Rollover IRA
Joint (Includes JTWROS & JTEN)	Limited Liability Company	Limited Partnership	Roth IRA	Qualified Plan
Trust	Non-Corporate	Sole Proprietorship	SEP	Investment Club

#### Account Type: (Please circle one)

Cash	Margin	Options (Options Agreement Required)
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Account Title: \_\_\_\_\_

(If other than individual or joint, please complete with entity's name for Example John Doe Trust DTD 1/1/77 )

### Account Holder Information:

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

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

Date of Birth: \_\_\_\_\_

Social Security # or Tax ID: \_\_\_\_\_

Tax Residency Status: (Please circle one)

U.S. Citizen      Resident Alien      Non-Resident Alien

Citizenship: \_\_\_\_\_

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

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

Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Marital Status: \_\_\_\_\_

Number of Dependents: \_\_\_\_\_

### Secondary Account Holder Information:

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

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

Date of Birth: \_\_\_\_\_

Social Security # or Tax ID: \_\_\_\_\_

Tax Residency Status: (Please circle one)

U.S. Citizen      Resident Alien      Non-Resident Alien

Citizenship: \_\_\_\_\_

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

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

Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Marital Status: \_\_\_\_\_

Number of Dependents: \_\_\_\_\_

Mailing Address (if different from home address):

Mailing Address (if different from home address):

**Employment Information:**

Employment Status: (Please circle one)

Employed      Self-Employed      Unemployed      Retired

Name of Employer:

Employer's Address:

Occupation:

Nature of Business:

Title/Responsibilities:

**Employment Information:**

Employment Status: (Please circle one)

Employed      Self-Employed      Unemployed      Retired

Name of Employer:

Employer's Address:

Occupation:

Nature of Business:

Title/Responsibilities:

**Financial Information:**

Annual Income:

Liquid Net Worth:

i.e.: cash, cash equivalents, securities with a ready market, etc.

Total Net Worth:

Tax Status:

Source of Income & Assets: (Please check all that apply)

Salary/Employment Income

Inheritance or Gifts

Investments and Interest Income

Other (Please Specify):  
\_\_\_\_\_

**Financial Information:**

Annual Income:

Liquid Net Worth:

ie: cash, cash equivalents, securities with a ready market, etc.

Total Net Worth:

Tax Status:

Source of Income & Assets: (Please check all that apply)

Salary/Employment Income

Inheritance or Gifts

Investments and Interest Income

Other (Please Specify):  
\_\_\_\_\_

*For Corporations or Other Business Entities: Source of Assets: (Please check all that apply)*

Capital

Commercial Borrowing

Retained Earnings

Other (Please Specify):  
\_\_\_\_\_

**Credit References:**

Bank/Brokerage:

Branch Location:

Account #:

Broker name(s):

**Credit References:**

Bank/Brokerage:

Branch Location:

Account #:

Broker name(s):

**Affiliations & Associations:****Are you currently affiliated or employed by a member of a stock exchange or FINRA?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If so specify company name: \_\_\_\_\_

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If so specify company name: \_\_\_\_\_

**Do you have an affiliation with, or work for a securities firm, bank, trust, or insurance company?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If so specify company name: \_\_\_\_\_

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If so specify company name: \_\_\_\_\_

**Are you a director, 10% shareholder, or policy-making officer of a publicly owned company?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If so specify company name: \_\_\_\_\_

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If so specify company name: \_\_\_\_\_

**Are you a senior foreign government official, an immediate family member of such an official or a close associate of such an official?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If so specify the official's name, relationship to you, and foreign government with which associated:  
\_\_\_\_\_

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If so specify the official's name, relationship to you, and foreign government with which associated:  
\_\_\_\_\_**Investment Profile:****Investment Objective:** (Please circle)

Capital Preservation

Income

Growth

Speculation

**Investment Experience:** (In years)

Other

Stocks: \_\_\_\_\_

Bonds: \_\_\_\_\_

Mutual Funds: \_\_\_\_\_

Commodities: \_\_\_\_\_

Options: \_\_\_\_\_

**Risk Tolerance**

Conservative \_\_\_\_\_

Moderate \_\_\_\_\_

Aggressive \_\_\_\_\_

**Customer Acknowledgements:**

\_\_\_\_\_ Initial Customer represents and warrants that Customer is not a Foreign Shell Bank, as defined in the Section 313 of the USA Patriot Act or the rules promulgated thereunder, and is not being used by a foreign bank to indirectly provide banking services to another foreign bank that does not have a physical presence in any country.

**Disclosure of Name/Address on Securities You Own**

Under Rule 14b-1(c) of the Securities Exchange Act, we are required to disclose to an issuer the name, address, and securities position of our customers who are beneficial owners of that issuer's securities unless the customer objects. Please check the box if you do not want your ownership disclosed.

I do object to the disclosure of such information.

I do not object to the disclosure of such information.

**Fee Acceptance**

I acknowledge that BEST Direct Securities, LLC or Clearing Agent, will deduct any applicable fees (such as my monthly software, exchange, educational and news service fees) electronically from my trading account.

**Trade Confirmations and Statements Via Electronic Delivery**

**Informed Consent to Electronic Delivery of Account-Related Document Agreement:**

You understand that by checking the box below indicating consent to electronic delivery, you give your informed consent to the electronic delivery of: (1) the documents necessary to establish an account with BEST Direct Securities, LLC ("BEST Direct") including but not limited to, the account agreement, disclosure of credit terms, privacy policy statements, disclosure documents, including the options disclosure document; and (2) other documents that report activity related to the accounts, including trade confirmations and monthly or quarterly account statements ("Account Documentation"). You understand that account opening documents will be provided to you electronically through the website of BEST Direct (www.bestdirectsecurities.com) during the online account opening process. You understand that when a new confirmation or account statement is posted, you will be notified by standard internet e-mail to your stated e-mail address of record indicating that the document is available online at a specific web page. E-mail notifications will not contain sensitive or confidential Customer information, including account numbers or the identity of the security purchased. You will have the opportunity to print/download hard copies of all Account Documentation, and you acknowledge that you have the ability to print/download hard copies for your records. You understand that your consent to electronic delivery is effective immediately and will remain in effect unless and until either BEST Direct, Inc or you affirmatively revoke it. You understand that you may revoke this consent only by providing notice to BEST Direct in writing to One Peregrine Way, Cedar Falls, IA 50613 and that your revocation of consent is effective solely upon receipt by BEST Direct. If you revoke your consent, you will receive future Account Documentation in paper form sent to the address indicated for your account. You understand that you will not be charged any additional cost for the electronic delivery of these documents by BEST Direct, but that you may incur potential associated costs from Internet access providers and telephone companies. Electronic Account Documentation will be posted on servers accessible from Sterne, Agee & Leach, Inc's web site. Other than access to the Internet via BEST Direct web site, you understand that there are no additional hardware or software requirements needed to access the Account Documentation that are the subject of this consent. You acknowledge that you have the systems requirements necessary to download PDF documents and that the software provided by BEST Direct, if any, is sufficient to permit you to print/download PDF versions of Account Documentation. You understand that BEST Direct will notify you in advance of any changes in the hardware and software requirements needed to access Account Documentation covered by this consent. You represent that you have carefully read and fully understand the terms of this consent. You understand that you are obligated to provide an updated e-mail address to BEST Direct immediately in the event that your stated e-mail address changes.

**YES\***  Please send my trade confirmations and statements via electronic delivery. By clicking "yes", I acknowledge that I give informed consent to the electronic delivery of trade confirmations and statements. I understand that my consent is effective immediately and will remain in effect indefinitely, unless and until, it is revoked in writing by me or by BEST Direct I hereby represent that I have carefully read the above information regarding informed consent and fully understand the implications thereof.

**NO\*\***  Please send my confirmations and statements via U.S. Postal Service in addition to posting them electronically. I understand that there are postage and handling fees that may apply.

*\*Even if you consent to electronic delivery, you may still request paper versions of Account Activity Documents by contacting BEST Direct Securities, LLC or its Clearing Agent.*

*\*\* If you do not consent to electronic delivery of Account Activity Documents, you understand that you may not be able to receive Account Activity electronically.*

**Duplicate Confirms and Statements** (Please complete if you would like another party to receive these documents also. The duplicate confirms and statements will be sent via U.S. Postal Service. Fees apply)

Name: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

In order to be considered for any Account(s), you must complete all applicable information on the application. Omission of any of the information requested in the application may be grounds for denial of or delay in the approval of your application.

You acknowledge that the above information is a true and correct representation, including your current financial situation and investment objectives/risk tolerance. You also agree to notify BDS with any changes, including to your current financial status or investment objectives/risk tolerance.

THE CUSTOMER AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN PARAGRAPH 19. CUSTOMER HAS READ AND UNDERSTOOD, AND AGREES TO BE BOUND BY SUCH PREDISPUTE ARBITRATION CLAUSE.

X \_\_\_\_\_ Taxpayer ID/Social Security: \_\_\_\_\_  
Applicant's Signature Date

X \_\_\_\_\_ Taxpayer ID/Social Security: \_\_\_\_\_  
Co-Applicant's Signature Date

## CLIENT ACCOUNT AGREEMENT

TO: Sterne Agee Clearing, Inc. ("SAC"), Sterne, Agee & Leach, Inc. ("Sterne Agee") and its authorized agents.

In consideration of Sterne Agee carrying a securities account ("Securities Account"), on my behalf, I agree as follows:

1. **Meaning of Words in this Agreement.** The words "I," "me," "my," and "us," refer to the person(s) who signed this Agreement. The words "you" and "your" refer to Sterne Agee or its authorized agents. "My broker" refers to the broker dealer introducing my account to SAC.
2. **Authority and Ownership.** I have the requisite legal capacity, am authorized to enter into this Agreement and have obtained and will provide you with all necessary authorizations from third parties to open accounts and effect securities transactions under this agreement. I will be the owner of all securities purchased, held, and sold by me through you, or will otherwise have the authority to purchase, hold or sell such securities.
3. **Clearing Broker Agreement.** I understand that my broker dealer entered into an agreement with SAC, who entered into an agreement with Sterne Agee to execute and clear securities transactions presented to Sterne Agee for my Securities Account. I further understand and agree that Sterne Agee will carry and maintain my Securities Account (as defined by SEC Securities Investors Protection Act), under the terms of the fully disclosed clearing agreement, except as may otherwise be provided in this agreement. I further understand that my broker dealer is not an agent of, or supervised by Sterne Agee. I understand that Sterne Agee has no control relationship over my broker dealer and is not responsible for the suitability or appropriateness of investments made by me or the genuineness of any transaction made on my behalf by my broker dealer.
4. **Appointment of broker dealer as Agent.** I appoint my broker as my agent for the purpose of carrying out my directions with respect to the purchase, sale or liquidation of securities in accordance with the terms and conditions of this Agreement, and I assume all risks with respect to the purchase, sale or liquidation of securities. All transactions will be executed only on my order or on the order of my authorized delegate except as otherwise provided in paragraph 6 below. To carry out your duties, you are authorized to appoint and use sub-agents. You and your sub-agents are authorized to open and close brokerage accounts, maintain customer records, hold securities in bearer, registered or book entry form, place and withdraw orders, provide information to third parties, including your affiliates, and take such other steps as are reasonable in connection with your duties.
5. **Settlement.** I agree to have collected funds available in my Securities Account at Sterne Agee Account, or to deliver to you sufficient collected funds to cover the amounts due on purchases of securities by the settlement date for payment for all securities purchased by my Securities Account (including commissions and fees) and that you may refuse to execute an order, or may cancel an order, if such funds are not available. You may charge my cash account interest on any post settlement date debits. I agree to deliver all properly endorsed securities which I have in my possession in good form prior to settlement of the sell or liquidation order, and such securities must be received by Sterne Agee prior to the settlement date. Sale or liquidation proceeds shall be distributed to me by check, held in my securities account, or swept to my money market fund, if established.
6. **Indebtedness to SAL and Security Interest.** I authorize you to take any steps that you, in your sole discretion, determine to be necessary to complete or cancel a securities transaction or to minimize your losses, if any. I shall, at all times, be liable for the payment upon demand of any debit balance, and the interest thereon, or other obligations owing in my Securities Account or other account which I have with you. As security for the repayment of any and all present or future indebtedness owed to you by me under this agreement or otherwise, I grant you a continuing security interest and lien in, and a right of set-off with respect to all securities or other property that are, now or in the future, held, carried, or maintained for any purpose in or through my Securities Account to the extent of my interest, any present or future brokerage account with you in which I have an interest. I agree to reimburse you for all cost (including attorneys' fees), losses, or liabilities incurred by you in connection with the collection of any debit balance or unpaid deficiency in my Securities Account.
7. **Force Majeure.** You shall not be liable for loss or delay caused directly or indirectly by war, natural disasters, government restrictions, exchange or market rulings or other conditions beyond the control of Sterne Agee.
8. **Recording Conversations.** I understand and agree that, for your mutual protection, my broker and Sterne Agee may record any of our telephone conversations without further notice.
9. **Credit Investigation.** You may exchange credit information about me with others. You may request a credit report on me (1) if the purpose is to establish or maintain my margin and/or option account, (2) if I have chosen to settle transactions by check, (3) to comply with government agency or court orders, or (4) if, you determine it prudent for customary risk management procedures. If I ask, you will tell me the name and address of the consumer-reporting agency that furnished the report. You may request a new credit report at any time without notice to me.
10. **Relationship with other Broker Dealers.** From commissions and/or fees charged to my securities account for services rendered, I understand and agree that you may share, remit or otherwise pay broker-dealers for their services in handling transactions for my account. In addition, I also understand and agree that other broker-dealers, including Sterne Agee, may share, or otherwise remit commissions, fees and sales loads, including markups and markdowns on principal trades, to my broker in connection with transactions for my Securities Account. I understand and agree that brokers or dealers may refuse to accept or process any transactions that I may wish to effect.
11. **Margins Loans and Options.** *This paragraph is effective only when an account is maintained as a General Margin account as specified in Regulation T, as amended, issued by the Board of Governors of the Federal Reserve System.*  
(a) Securities purchased on margin or deposited against monies owed or borrowed may be maintained by Sterne Agee as collateral for my indebtedness. All property, now and hereafter held by Sterne Agee, or carried for the undersigned (either individually or jointly with others), or deposited to secure the same, may from time to time and without notice to me, be carried

in Sterne Agee general loans and may be pledged, repledged and hypothecated, separately or in common with any other property, for the sum due to Sterne Agee thereon or for a greater sum and without retaining in Sterne Agee possession or control for delivery a like amount of similar property. (b) The undersigned will at all times maintain margins for said accounts, as required by Sterne Agee from time to time. No arrangement conflicting with the firms usual requirements for margin shall be binding upon the firm or have any effect unless expressly agreed to in writing and signed for Sterne Agee by the CFO, Director of Clearing, or Compliance Officer. (c) Debit balances of the accounts of the undersigned shall be charged interest, in accordance with Sterne Agee usual custom, and with any increases in rates caused by market conditions and with such other charges as you may make to cover your facilities and extra services. The undersigned acknowledges having received from you a statement setting forth the details of the conditions under which interest will be charged, the method of computing such interest, and the conditions under which additional collateral may be required. (d) At any time and from time to time, in your discretion, you may without notice to the undersigned apply or transfer any or all monies and other property of the undersigned interchangeably between any accounts of the undersigned in order to avoid a margin call. (e) Until you receive written notice of revocation from the undersigned, you are hereby authorized to lend or hypothecate, to yourselves as brokers or to others, any securities held by Sterne Agee as collateral for the account of, or under the control of, the undersigned. I will not request that any transactions in options be effected for my account unless such request is in connection with my brokers options compliance program.

12. **Applicable Laws and Regulations.** All transactions shall be subject to rules, regulations, customs and usages of the exchange, market or clearing house where executed, and to all applicable federal and state laws and regulations. I will not buy, sell or liquidate any securities of a corporation of which I am an affiliate, or sell or liquidate any restricted securities, except in compliance with applicable laws and regulations and with notice, to you, that the securities are restricted.
13. **Fees and Charges.** I agree to the fees and charges indicated on my brokers fee schedule and that of Sterne Agee which I have received. I understand and agree that I will be charged an annual administration fee if I hold securities in my Securities Account and no trading activity occurs during any calendar year. You may debit my Securities Account for any fees or charges, which I incur, or any out-of-pocket expenses you may incur on my behalf, if applicable. I understand that you may change the fee schedule from time to time and I agree to be bound by such changed fee schedule.
14. **Certain Mutual Fund and UIT Transactions.** I understand and agree that sales loads or sales charges may be imposed in connection with purchases of shares or interests in mutual funds and unit investment trusts ("UITs") or other registered investment companies, that may be paid to my broker through SAC.
15. **Joint Accounts.** If this is a joint account, we understand and agree that you may follow the instructions of either of us without obtaining the consent of the other. Each of us will be fully liable for any amounts due you under this Agreement. Upon the death of either of us, you will treat the property in the account as belonging to the joint tenant with right of survivorship unless we have expressly elected to own the account as tenants in common or other registration, but you may first require the production of necessary legal documents. The liability regarding this account shall be joint and several.
16. **Amendments and Termination.** You may amend this Agreement at any time, in any respect, effective upon written notice to me. You may terminate any or all services contemplated hereunder at any time, effective upon written notice to me. I may close my Securities Account at any time by giving written notice to my broker or Sterne Agee. Closing my Securities Account or terminating services under this Agreement will not affect any rights and obligations incurred prior to such closure or termination.
17. **Notice of Changed Name, Address.** I agree to promptly notify you, or my broker dealer, in writing of any change to my name or address.
18. **Governing Laws.** This Agreement shall be governed by the laws of the State of Alabama.

19. **ARBITRATION DISCLOSURES**

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

- **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.**
- **ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.**
- **THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.**
- **THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD.**
- **THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**
- **THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.**

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

**ARBITRATION:** I EXPRESSLY ACKNOWLEDGE AND AGREE THAT ALL CLAIMS, DISPUTES AND OTHER MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE SUBMITTED TO THE ARBITRATION BOARD OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA), UNLESS OTHERWISE PROVIDED BY LAW. THIS EXPRESS AGREEMENT TO SUBMIT TO BE BOUND BY ARBITRATION INCLUDES, BUT IS NOT LIMITED TO, DISPUTES ARISING UNDER THE SECURITIES ACT OF 1933, THE EXCHANGE ACT OF 1934, CLAIMS ARISING UNDER THE RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT (RICO), STATE OR COMMON LAW FRAUD AND SECURITIES STATUTES, AS WELL AS OTHERS SPECIFICALLY ENFORCEABLE UNDER THE PREVAILING ARBITRATION LAW AND PROCEDURES. THE AWARD RENDERED BY THE ARBITRATORS SHALL BE FINAL, AND JUDGEMENT MAY BE ENTERED UPON IT IN ANY COURT HAVING JURISDICTION THEREOF. COUNSEL CAN ADVISE ME ON HOW THIS PROVISION MAY AFFECT ME.

20. **Inactive Accounts.** I understand and agree that if I do not place a securities trade during any twelve-month (12) period, and there are no securities held in my Securities Account, my Securities Account may be automatically removed from your system. I will thereafter be required to re-establish a Securities Account prior to placing any further securities trades.
21. **Effectiveness.** I understand that this Agreement is effective upon receipt by you and evidenced by a notation on the internal records of SAC and Sterne Agee.

**NOTICE TO STERNE, AGEE & LEACH, INC.**

This is to advise you that I have instructed my broker dealer to establish, on my behalf, and as my agent, a Securities Account with you. I have appointed my broker dealer as my exclusive agent to act for and on my behalf with respect to all matters regarding my Securities Account with you, including the placing of purchase, sales and liquidation orders and delivery of margin and option instructions if authorized by my Securities Account. You may look solely to my broker dealer and not to me with respect to any such orders or instructions. I understand that you may consider by delivering to my broker dealer confirmations and all other written notices, including margin maintenance calls, if applicable, to have been delivered to me and you are entitled to rely on my broker dealer, to forward the communications to me. I agree to reimburse you for any losses, costs or expenses in connection with the delivery or receipt of any of these communications, if you have acted in accordance with these instructions. These instructions are effective until I send you and/or my broker dealer written notice to the contrary. I understand and agree that you may share, pay or otherwise remit commissions, fees or sales loads, including markups and markdowns on principal trades, to my broker dealer in connection with transactions for my account.

**NOTE TO CLIENT:  
IT IS IMPORTANT THAT YOU THOROUGHLY READ THE AGREEMENT BEFORE YOU SIGN IT.**

**Notice:** This agreement contains a pre-dispute arbitration clause, which is located at paragraph 19.

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

Name and Address Disclosure

*No, I do not want my name, address and securities positions disclosed to all the companies in which I own securities that are being held for me in that account pursuant to SEC rule 14b-1(c).*

Client  
Signature  \_\_\_\_\_

**This is to be considered a margin account.**

Joint Account Holder  
Signature  \_\_\_\_\_

**Taxpayer ID Certification**

- A. Under the penalties of perjury, I certify that *(check all that apply)*:
- o I am a U.S. Person (including a U.S. Resident Alien).
  - o The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and **I am not subject to backup withholding** either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding.
  - o The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and **I am subject to backup withholding.**

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

Social Security Number or Taxpayer ID \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature (Joint Account Holder) \_\_\_\_\_

Date \_\_\_\_\_

**DISCLOSURE STATEMENT OF CREDIT TERMS AND POLICIES**

**Effective May 1, 2002**

The following Disclosure Statement of Credit Terms and Policies is required by the Securities and Exchange Commission and is part of your Client Agreement. Should you have any questions regarding this Disclosure Statement, please contact your Investment Consultant.

**INTEREST CHARGE**

Margin Transactions normally involve the extension of credit made by Sterne, Agee & Leach, Inc., (Sterne Agee) when you deposit only a portion of the moneys or the collateral required in a transaction. Withdrawals of cash from your account, or an increase in the market value of a security sold short (or short against the box) may create or add to your debit balance, for which interest and any other applicable charges will be assessed to your account.

Your account will be charged interest on any extension of credit to you by Sterne Agee in connection with the purchase, sale or carrying of any securities. The interest charge will be based on your adjusted debit balance multiplied by the daily margin interest rate. You will receive a statement of your account, at least quarterly, showing the adjusted daily debit balance, interest charges, and the applicable interest rates.

Interest will be charged to you if we approve prepayment of the proceeds from sales prior to settlement date. Interest may also be charged on debit balances in Cash accounts due to a late payment.

**DAILY MARGIN INTEREST RATE**

The “daily margin interest rate” is based on a 360-day year and is calculated by dividing the applicable margin interest rate by 360. The applicable margin interest rate is set at a percentage above Sterne Agee’s Base Rate as shown in the following table.

If the amount of your average adjusted daily debit balance is:	The interest rate charged is:
Over 100,000	Base Rate + 0.50%
75,000-99,999	Base Rate + 1.00%
50,000-74,999	Base Rate + 1.25%
25,000-49,999	Base Rate + 1.50%
Under 25,000	Base Rate + 1.75%

Sterne Agee sets the Base Rate at its discretion with consideration to commercially recognized interest rates relating to the extension of credit, as well as general market conditions. The margin interest rate may be changed without notice to you to reflect changes in the Base Rate. If your interest rate is increased for any other reason, Sterne Agee will notify you in writing at least 30 days prior to the date of the increase. Please contact your Investment Consultant for the current Base Rate.

The term “adjusted daily debit balance,” means the daily debit balance less applicable free credits, if any. The daily debit balance is the unpaid amount loaned to you as of the close of the business day. Debits and credits resulting from purchases and sales are posted to your account as of the settlement date. A credit balance in your Cash account will be applied as a reduction of a debit balance in your Margin and/or Short Account. Should you deposit a check or other item that is later returned unpaid, your account may be adjusted to reflect additional interest or other charges that apply.

**INITIAL MARGIN AND ACCOUNT MAINTENANCE REQUIREMENTS**

The Federal Reserve Board and various self- regulatory organizations determine margin loan rules and regulations. The maximum amount currently available to you is 50% of the value of marginable securities purchased or held in your account (“initial margin”). The maximum loan available for debt securities varies with the type of security. Your minimum account equity must be \$2,000.00, or other amount as may be required by applicable rules,

regulations, or Sterne Agee house policies. Initial margin and margin maintenance requirements may change without notice. Equity securities with a market value of less than \$5.00 per share are not marginable.

A margin call (notification to deposit additional collateral) may be issued if your account equity drops below the margin maintenance requirement. Normally, additional collateral will be required if your account equity declines below 30% depending upon such factors as Sterne Agee, in its sole discretion, may deem material, including but not limited to the type, price, quantities and marketability of securities, or combination thereof, held in your account. If the market value of a security falls below \$3.00 per share, the security will not be assigned a value as collateral to secure your margin obligations.

### **SHORT OPTION POSITIONS**

Uncovered option contracts are subject to both initial margin and margin maintenance requirements. These positions involve higher levels of risk and more stringent requirements may be imposed. Please contact your Investment Consultant for details.

### **SHORT SALE TRANSACTIONS**

Any credit resulting from a short (including a short sale against the box) will not reduce your debit balance on which interest is charged because the securities sold short must be borrowed to make delivery to the purchaser and an amount equal to the proceeds of the short sale must be deposited with the lender. You are liable for all dividends and interest paid on securities borrowed for the purpose of short sales.

The value of securities held short in your account will be "marked to the market" daily. Any resulting increase or decrease in the market value will be included in your adjusted daily debit balance.

Sterne Agee may at its discretion, for any reason and without notice, immediately cover any short security position by purchasing securities for your account.

### **LIENS AND LIQUIDATIONS**

All monies or securities held by Sterne Agee at any time in any of your accounts (individual, joint or otherwise) for any purposes shall be collateral subject to a general lien and security interest for the discharge of all your obligations to Sterne Agee.

Sterne Agee may also demand repayment of any loan balance in whole, or in part, at any time and for any reason. Additionally, Sterne Agee may require you to deposit additional collateral as security for your obligations.

### **SIPC PROTECTION**

Assets held in your Sterne, Agee & Leach, Inc. account for investment purposes are protected by combined SIPC and excess SIPC insurance coverage up to \$25,000,000. SIPC protects your account for \$500,000. Excess SIPC insurance covers all accounts for an additional \$24,500,000. Claims of cash are limited to \$100,000. Money Market fund shares are securities, not cash, and are protected up to the full \$25,000,000 limit. For details please see [www.sipc.org](http://www.sipc.org).

SIPC protection covers more than one account in which you have an interest provided you are acting in different capacities for each account. (For instance, coverage would apply if you had an individual account and a joint account with your spouse.) SIPC does not protect against a decline in market value of securities in your brokerage account.

Sterne Agee may elect to pay interest on credit balances awaiting reinvestment at a rate determined by Sterne Agee and reserves the right to eliminate or otherwise change the rate or manner in which interest on credit balances is paid at any time without prior notice to you.

CERTIFICATE OF CORPORATE SECRETARY

To: Sterne, Agee & Leach, Inc.

Gentlemen:

The undersigned Corporation, by \_\_\_\_\_ its President pursuant to the resolutions, a copy of which certified by the Secretary is annexed hereto, hereby authorizes you to open an account in the name of said Corporation; and the undersigned also encloses herewith your Client Agreement duly executed on behalf of the Corporation. This account shall continue in force until revoked by the undersigned Corporation by a written notice, addressed to you and delivered at your main office.

Dated: \_\_\_\_\_

Very truly yours,

Corporation: \_\_\_\_\_

By: \_\_\_\_\_

President

I, \_\_\_\_\_, being the Secretary of \_\_\_\_\_, a corporation, certify that the attached resolutions were adopted by the corporation at its Board of Directors meeting, duly and validly held on the \_\_\_\_ day of \_\_\_\_\_, at which a quorum of said Board of Directors was present, in attendance throughout and voted in favor of said resolutions, and that no action has been taken to rescind or amend said resolutions and that the same are now in full force and effect.

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

\_\_\_\_\_, President

\_\_\_\_\_, Vice-President

\_\_\_\_\_, Treasurer

\_\_\_\_\_, Secretary

I further certify that the said Corporation is duly organized and existing and that the quorum of the Board of Directors of the Corporation which took the action called for by the resolutions annexed hereto has the power to take such action.

I further certify that the following are specimen signatures of each and every person empowered by the resolutions annexed hereto this Certificate:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of the said Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Secretary

**Certified Copy of Certain Resolutions Adopted by the Board of Directors Whereby the Establishment and Maintenance of Trading Accounts Have Been Authorized**

RESOLVED

FIRST: That \_\_\_\_\_, President, of \_\_\_\_\_ (Name of Corporation), or \_\_\_\_\_, or \_\_\_\_\_, or \_\_\_\_\_ be and they hereby are, and each of them is, authorized and empowered, for and on behalf of \_\_\_\_\_ (Name of Corporation)(herein called the "Corporation"), to establish and maintain one or more accounts with \_\_\_\_\_ (herein called the "Broker") for the purpose of purchasing, investing in, or otherwise acquiring, selling, possessing, transferring, exchanging, pledging, or otherwise disposing of, or turning to account of, or realizing upon, and generally dealing in and with:

**STRIKE OUT THE INAPPLICABLE PARAGRAPH**

**(a) THIS PARAGRAPH PERMITS CASH TRANSACTIONS IN SECURITIES**

any and all forms of securities including, but not by way of limitation, shares, stocks, options, stock options, stock index options, foreign currency options and debt instrument options, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, choses in action, evidences of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise.

or

**(b) THIS PARAGRAPH PERMITS CASH AND MARGIN TRANSACTIONS IN SECURITIES**

Any and all forms of securities including, but not by way of limitation, shares, stocks, options, stock options, stock index options, foreign currency options and debt instrument options, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, choses in action, evidences of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise, and margin transactions, including short sales.

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said officers and/or agents to be proper in connections therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to the Broker with respect to said transactions; to bind and obligate the Corporation to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any such officer and/or agent for and on behalf of the Corporation with or through the Broker; to pay in cash or by checks and/or drafts drawn upon the funds of the Corporation such sums as may be necessary in connection with any of the said

accounts to deposit funds with the Broker; to deliver securities and/or contracts to the Broker; to order the transfer or delivery thereof to any other person whatsoever, and/or to order the transfer record of any securities, or contracts, or titles, to any name selected by any of the said officers or agents; to affix the corporate seal to any documents or agreements, or otherwise; to endorse any securities and/or contracts in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign for the Corporation all releases, powers of attorney and/or other documents in connection with any such account, and to agree to any terms or conditions to control any such account; to direct the Broker to surrender any securities to the proper agent or party for the purpose of affecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities, to borrow money and securities, if applicable; to appoint any other person or persons to do any and all things which any of the said officers and/or agents is hereby empowered to do, and generally to do and take all action necessary in connection with the account or considered desirable by such officer and/or agent with respect hereto.

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

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

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

FOURTH: That the Broker may rely upon the certified copy of the resolutions, specimen signatures, and certificate, as continuing fully effective unless and until the Broker shall receive due written notice of change or rescission, and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision, nor shall the fact that any person hereby empowered ceases to be an officer of the Corporation or becomes an officer under some other title, in any way affect the powers hereby conferred, but the failure to supply any specimen signature shall not invalidate any transaction where the party authorizing the same has been actually empowered thereto by or in conformity with these transactions.

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

SIXTH: That the President of the Corporation be, and hereby is, authorized and empowered to countersign items as aforesaid.

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



**TRADING PLATFORM SELECTION FORM**

**Subscriber Name:** \_\_\_\_\_

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

\_\_\_\_\_

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_

**Zip:** \_\_\_\_\_

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

**E-mail:** \_\_\_\_\_

**PLEASE SELECT ONE:**

BESTDirect 8 (No Monthly Charge)

BESTDirect Navigator - Fees apply (Potential rebate for monthly trading volume)

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

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

**(PLEASE COMPLETE THE FOLLOWING WHEN CHANGING EXISTING SELECTION ONLY)**

**Rep Code:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_

**Please submit completed form with the New Account Application.**

*Please visit [bestdirectsecurities.com](http://bestdirectsecurities.com) or contact Customer Service at (800) 553-2575 with any questions regarding your platforms selections.*