



*MERRIMAC CORPORATE SECURITIES, INC.*

*NEW CLIENT  
DOCUMENT PACKAGE*

*INDIVIDUAL OR JOINT  
ACCOUNT FORMS*

*FOR IMMEDIATE ASSISTANCE*

*CALL  
407-389-8500*

*FAX  
407-389-8599*

*ONLINE ACCOUNT SUPPORT  
561-736-1212*

*MERRIMAC CORPORATE SECURITIES, INC.  
& MERRIMAC DIRECT,  
(ONLINE INVESTING DIVISION)*

*HEADQUARTERS:  
1185 SPRING CENTER SOUTH BLVD.  
ALTAMONTE SPRINGS, FLORIDA 32714*

*WEB: [WWW.MERRIMAC-CORP.COM](http://WWW.MERRIMAC-CORP.COM)  
EMAIL: [INFO@MERRIMAC-CORP.COM](mailto:INFO@MERRIMAC-CORP.COM)*

*PLEASE PRINT & SIGN THE ATTACHED  
FORMS  
AND SUBMIT TO THE ADDRESS ABOVE*

**PENSON FINANCIAL SERVICES, INC.  
AND/OR BROKER DEALERS  
FOR WHICH IT CLEARS**

**CUSTOMER ACCOUNT, MARGIN AND SHORT ACCOUNT AGREEMENT**

<b>Account Number:</b>	<b>Full Name and Address on Account</b>	<b>Social Security Number / Employment Identification Number</b>

**The TIN provided must match the name given to avoid backup withholding.**

**CERTIFICATION OF TAXPAYER ID NUMBER (SUBSTITUTE W-9)**

*(Please skip this section if you are not a U.S. Person for Tax Purposes)*

Check appropriate box(es):     Individual/Sole Proprietor     Corporation     Partnership     Other \_\_\_\_     Exempt from Backup Withholding

Under penalty of perjury I certify that:

- (1) 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**
- (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) 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 (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement account (IRA), and payments other than interest and dividends).
- (3) I am a U.S. person (including a U.S. resident alien).

**Certification Instructions --**You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

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

**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 below if you do not want your ownership disclosed.    By not checking below, you acknowledge that your ownership information may be transmitted to a third party for the processing and reporting of such information.

\_\_\_\_\_ I object to the disclosure of such information

**AUTHORIZATION TO EARN INTEREST ON FUNDS AWAITING INVESTMENT**

This is to confirm my intention to reinvest cash credit balances held by you in my name, and I further confirm that this cash credit balance is being maintained with you solely for the purpose of reinvestment. I understand that cash balances of up to \$250,000 are protected by the Securities Investor Protection Corporation (SIPC).

**BY SIGNING BELOW, THE UNDERSIGNED AGREES TO ALL TERMS OF THE CUSTOMER AGREEMENT PRINTED ON THIS SIDE AND THE REVERSE OF THIS DOCUMENT. THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, THE INFORMATION BROCHURE PREPARED BY PENSON FINANCIAL SERVICES, INC., AND PENSON'S PRIVACY POLICY. THE UNDERSIGNED CERTIFIES THAT THE UNDERSIGNED HAS READ AND UNDERSTANDS ALL PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT BENEFITS PENSON FINANCIAL SERVICES, INC., INTRODUCING BROKERS FOR WHICH IT CLEARS AND PERSONS RELATED TO EACH OF THE FOREGOING. THE REVERSE SIDE OF THIS AGREEMENT, PARAGRAPH 8, CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE.**

**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 to 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.

Date of Delivery of Privacy Policy \_\_\_\_\_

**BY SIGNING BELOW, THE UNDERSIGNED AGREES TO ALL TERMS OF THE MARGIN AND SHORT A ACCOUNT AGREEMENT PRINTED ON THIS SIDE AND THE REVERSE SIDE OF THIS DOCUMENT. THE REVERSE SIDE OF THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE IN PARAGRAPH 8.** The undersigned acknowledges that the undersigned's margin account securities may be borrowed by you or loaned to others. The undersigned also acknowledges receipt of a copy of this Agreement and a copy of the Margin Risk Disclosure Statement.

Date of Delivery of Margin Risk Disclosure Statement: \_\_\_\_\_

**For Use by Individuals, including joint accounts:**

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

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

Signature (Second Party, If Joint Account): \_\_\_\_\_

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

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

**For use by entity accounts only (i.e. corporations, partnerships, trusts):**

Is this account a foreign bank?     Yes     No – If Yes, please list Agent for service of process: \_\_\_\_\_

Is this account for a foreign shell bank?     Yes     No.

Does this firm offer services to a foreign shell bank?     Yes     No

**If you answered yes to any of the above questions, Corporation will need to complete Certification Regarding Correspondent Accounts**

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

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

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

**1. Applicable Rules and Regulations.** All transactions shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market and its clearing house, if any, upon which such transactions are executed, except as otherwise specifically provided in this Agreement.

**2. Definitions.** "Introducing broker" means any brokerage firm which introduces securities transactions on behalf of the undersigned, which transactions are cleared through you, whether one or more. "Obligations" means all indebtedness, debit balances, liabilities or other obligations of any kind of the undersigned to you, whether now existing or hereafter

arising. "Securities and other property" shall include, but shall not be limited to, money, securities, commodities or other property of every kind and nature and all contracts and options relating thereto, whether for present or future delivery. "You" or "your" refers to Pension Financial Services, Inc.

**3. Breach; Security Interest.** Whenever in your discretion you consider it necessary for your protection, or for the protection of the undersigned's introducing firm or in the event of, but not limited to: (i) any breach by the undersigned of this or any other agreement with you or (ii) the undersigned's failure to pay for securities and other property purchased or to deliver securities and other property sold, you may sell any or all securities and other property held in any of the undersigned's accounts (either individually or jointly with others), cancel or complete any open orders for the purchase or sale of any securities and other property, and/or borrow or buy-in any securities and other property required to make delivery against any sale, including a short sale, effected for the undersigned, all without demand for deposit of collateral, other notice of sale or purchase, or other notice or advertisement, each of which is expressly waived by the undersigned, and/or you may require the undersigned to deposit cash or adequate collateral to the undersigned's account prior to any settlement date in order to assure the performance or payment of any open contractual commitments and/or unsettled transactions. Any and all securities and other property belonging to the undersigned or in which the undersigned may have an interest held by you or carried in any of the undersigned's accounts with you (either individually or jointly with others) shall be subject to a first and prior security interest and lien for the discharge of the undersigned's obligations to you, wherever or however arising and without regard to whether or not you have made advances with respect to such securities and other property, and you are hereby authorized to sell and/or purchase any and all securities and other property in any of the undersigned's accounts, and/or to transfer any such securities and other property among any of the undersigned's accounts to the fullest extent of the law and without notice where allowed. The costs and expenses of collection of the debit balance and any unpaid deficiency in the accounts of the undersigned with you, including but not limited to reasonable attorneys' fees and expenses, incurred and payable or paid by you shall be payable to you by the undersigned.

**4. Cancellation.** You are authorized, in your discretion, should you for any reason whatsoever deem it necessary for your protection, without notice, to cancel any outstanding order, to close out the accounts of the undersigned, in whole or in part, or to close out any commitment made on behalf of the undersigned.

**5. Payment of Indebtedness Upon Demand.** The undersigned shall at all times be liable for the payment upon demand of any obligations owing from the undersigned to you, and the undersigned shall be liable to you for any deficiency remaining in any such accounts in the event of the liquidation thereof (as contemplated in Paragraph 3 of this Agreement or otherwise), in whole or in part, by you or by the undersigned; and the undersigned shall make payment of such obligations upon demand. If Customer also holds a futures account with Pension GHCO ("PGHCO"), Customer hereby authorizes Pension, without prior notice, to transfer from any account held with Pension to any account held with PGHCO, any assets that PGHCO represents to Pension are reasonably required to avoid the calling of margins for such PGHCO account or the payment of any obligations owed Pension by Customer. Customer also authorizes Pension to request from PGHCO assets held by PGHCO that in Pension's judgment may be reasonably required to avoid the calling of margins for a Pension account or the payment of any obligations owed Pension by Customer.

**6. Accounts Carried as Clearing Broker.** The undersigned understands that you are carrying the accounts of the undersigned as clearing broker by arrangement with the undersigned's introducing broker through whose courtesy the account of the undersigned has been introduced to you. Until receipt from the undersigned of written notice to the contrary, you may accept from and rely upon the undersigned's introducing broker for (a) orders for the purchase or sale in said account of securities and other property, and (b) any other instructions concerning the undersigned's accounts. The undersigned represents that the undersigned understands that you act only to clear trades introduced by the undersigned's introducing broker and to effect other back office functions for the undersigned's introducing broker. The undersigned confirms to you that the undersigned is relying for any advice concerning the undersigned's accounts solely on the undersigned's introducing broker. The undersigned understands that all representatives, employees and other agents with whom the undersigned communicates concerning the undersigned's account are agents of the introducing broker, and not your representatives, employees or other agents. The undersigned understands that you are not a principal of or partner with, and do not control in any way, the introducing broker or its representatives, employees or other agents. The undersigned understands that you will not review the undersigned's accounts and will have no responsibility for trades made in the undersigned's accounts. You shall not be responsible or liable for any acts or omissions of the introducing broker or its representatives, employees or other agents. Notwithstanding the foregoing, in the event that the undersigned initiates a claim against you in your capacity as clearing broker and does not prevail, the undersigned shall be responsible for the costs and expenses associated with your defense of such claim.

**6A. Accounts Carried as Custodian.** In some cases the undersigned's account is being carried by arrangement with the undersigned's Investment Advisor or Investment Manager, who uses Pension as their Broker-Dealer custodian. The undersigned acknowledges that Pension's role as custodian is to hold or custody account assets, distribute or collect funds on behalf of the undersigned's account, execute and clear trades under instruction of the undersigned's Investment Advisor or Investment Manager, generate account statements and provide other custodial services as may be mandated by various regulatory standards and requirements. The undersigned understands that in the capacity as custodian, you will not offer investment advice, review the undersigned's accounts, and will have no responsibility for trades made in the undersigned's accounts. Additionally, in your capacity as custodian, you will not verify the accuracy of management fees that the undersigned's pays to Investment Advisors or Investment Managers pursuant to the terms of the Investment Management Agreement executed between the undersigned and the Investment Advisor or Investment Manager. Notwithstanding the foregoing, in the event that the undersigned initiates a claim against you in your capacity as custodial broker and does not prevail, the undersigned shall be responsible for the costs and expenses associated with your defense of such claim.

**7. Communications.** You may send communications to the undersigned at the undersigned's address or at such other address as the undersigned may hereafter give you in writing, and all communications so sent, whether by mail, telegraph, or otherwise, shall be deemed given to the undersigned personally, whether actually received or not. Reports of execution of orders and statements of accounts of the undersigned shall be conclusive if not objected to in writing to you, the former within five (5) days and the latter within ten (10) days, after forwarding by you.

**THE FOLLOWING ARBITRATION AGREEMENT SHOULD BE READ IN CONJUNCTION WITH THESE DISCLOSURES:**

- a. ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORM IN WHICH A CLAIM IS FILED;
- b. ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
- c. THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS;
- d. THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD.
- e. THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- f. THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
- g. THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

**8. ARBITRATION AGREEMENT.** ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN THE UNDERSIGNED AND YOU, OR THE INTRODUCING BROKER, OR THE AGENTS, REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS OR CONTROL PERSONS OF YOU OR THE INTRODUCING BROKER, ARISING OUT OF, IN CONNECTION WITH, FROM OR WITH RESPECT TO (a) ANY PROVISIONS OF OR THE VALIDITY OF THIS AGREEMENT OR ANY RELATED AGREEMENTS, (b) THE RELATIONSHIP OF THE PARTIES HERETO, OR (c) ANY CONTROVERSY ARISING OUT OF YOUR BUSINESS, THE INTRODUCING BROKER'S BUSINESS OR THE UNDERSIGNED'S ACCOUNTS, SHALL BE CONDUCTED PURSUANT TO THE CODE OF ARBITRATION PROCEDURE OF THE FINRA. ARBITRATION MUST BE COMMENCED BY SERVICE OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE. THE DECISION AND AWARD OF THE ARBITRATOR(S) SHALL BE CONCLUSIVE AND BINDING UPON ALL PARTIES, AND ANY JUDGMENT UPON ANY AWARD RENDERED MAY BE ENTERED IN A COURT HAVING JURISDICTION THEREOF, AND NEITHER PARTY SHALL OPPOSE SUCH ENTRY.

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 de-certified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

**9. Representations.** The undersigned represents that the undersigned is of majority age, that the undersigned is not an employee of any exchange, or of any corporation of which any exchange owns a majority of the capital stock, or of a member of any exchange, or of a member firm or member corporation registered on any exchange or of a bank, trust company, insurance company or of any corporation, firm or individual engaged in the business dealing either as broker or as principal in securities, bills of exchange, acceptances or other forms of commercial paper. If the undersigned is a corporation, partnership, trust or other entity, the undersigned represents that its governing instruments permit this Agreement, that this Agreement has been authorized by all applicable persons and that the undersigned signatory is authorized to bind the undersigned. The undersigned represents that the undersigned shall comply with all applicable laws, rules and regulations in connection with the undersigned's account. The undersigned further represents that no one except the undersigned has an interest in the account or accounts of the undersigned with you.

**10. Joint Accounts.** If the undersigned shall consist of more than one person, the undersigned's obligations under this Agreement shall be joint and several. References to the "undersigned" shall include each of the undersigned. You may rely on transfer or other instructions from any one of the undersigned in a joint account, and such instructions shall be

binding on each of the undersigned. You may deliver securities or other property to, and send confirmations; notices, statements and communications of every kind, to any one of the undersigned, and such action shall be binding on each of the undersigned. Notwithstanding the foregoing, you are authorized in your discretion to require joint action by the joint tenants with respect to any matter concerning the joint account, including but not limited to the giving or cancellation of orders and the withdrawal of money, securities, futures or commodities.

**11. Other Agreements.** If the undersigned trades any options, the undersigned agrees to be bound by the terms of your **Customer Option Agreement**. The undersigned understands that copies of these agreements are available from you and, to the extent applicable, are incorporated by reference herein. The terms of these other agreements are in addition to the provisions of this Agreement and any other written agreements between you and the undersigned.

**12. Data Not Guaranteed.** The undersigned expressly agrees that any data or online reports is provided to the undersigned without warranties of any kind, express or implied, including but not limited to, the implied warranties of merchantability, fitness of a particular purpose or non-infringement. The undersigned acknowledges that the information contained in any reports provided by you is obtained from sources believed to be reliable but is not guaranteed as to its accuracy or completeness. Such information could include technical or other inaccuracies, errors or omissions. In no event shall you or any of your affiliates be liable to the undersigned or any third party for the accuracy, timeliness, or completeness of any information made available to the undersigned or for any decision made or taken by the undersigned in reliance upon such information. In no event shall you or your affiliated entities be liable for any special incidental, indirect or consequential damages whatsoever, including, without limitation, those resulting from loss of use, data or profits, whether or not advised of the possibility of damages, and on any theory of liability, arising out of or in connection with the use of any reports provided by you or with the delay or inability to use such reports.

**13. Payment for Order Flow Disclosure.** Depending on the security traded and absent specific direction from the undersigned, equity and option orders are routed to market centers (i.e., broker-dealers, primary exchanges or electronic communication networks) for execution. Routing decisions are based on a number of factors including the size of the order, the opportunity for price improvement and the quality of order executions, and decisions are regularly reviewed to ensure the duty of best execution is met. You or your correspondents may receive compensation or other consideration for the placing of orders with market centers for execution. The amount of the compensation depends on the agreement reached with each venue. The source and nature of compensation relating to the undersigned's transactions will be furnished upon written request.

**14. Credit Check.** You are authorized, in your discretion, should you for any reason deem it necessary for your protection to request and obtain a consumer credit report for the undersigned.

**15. Miscellaneous.** If any provision of this Agreement is held to be unenforceable, it shall not affect any other provision of this Agreement. The headings of each section of this Agreement are descriptive only and do not modify or qualify any provision of this Agreement. This Agreement and its enforcement shall be governed by the laws of the state of Texas and shall cover individually and collectively all accounts which the undersigned has previously opened, now has open or may open or reopen with you, or any introducing broker, and any and all previous, current and future transactions in such accounts. Except as provided in this Agreement, no provision of this Agreement may be altered, modified or amended unless in writing signed by your authorized representative. This Agreement and all provisions shall inure to the benefit of you and your successors, whether by merger, consolidation or otherwise, your assigns, the undersigned's introducing broker, and all other persons specified in Paragraph 8. You shall not be liable for losses caused directly or indirectly by any events beyond your reasonable control, including without limitation, government restrictions, exchange or market rulings, suspension of trading or unusually heavy trading in securities, a general change in economic, political or financial conditions, war or strikes. You may transfer the accounts of the undersigned to your successors and assigns. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

**16. Account Protection.** As a member of the Securities Investor Protection Corporation (SIPC), funds are available to meet customer claims up to a ceiling of \$500,000, including a maximum of \$250,000 for cash claims. For additional information regarding SIPC coverage, including a brochure, please contact SIPC at (202) 371-8300 or visit [www.sipc.org](http://www.sipc.org). Our clearing firm has purchased an additional insurance policy through a group of London Underwriters (with Lloyd's of London Syndicates as the Lead Underwriter) to supplement SIPC protection. This additional insurance policy becomes available to customers in the event that SIPC limits are exhausted and provides protection for securities and cash up to an aggregate of \$600 million. This is provided to pay amounts in addition to those returned in a SIPC liquidation. This additional insurance policy is limited to a combined return to any customer from a Trustee, SIPC and London Underwriters of \$150 million, including cash of up to \$2.15 million. Similar to SIPC protection, this additional insurance does not protect against a loss in the market value of securities.

**Additionally, for margin and/or short accounts, the following provisions are also applicable:**

**17. Liquidation.** In the event of the death of the undersigned, or in the event the margin in any account in which the undersigned has an interest shall in either your or the introducing broker's discretion become unsatisfactory to either you or the introducing broker, or be deemed insufficient by either you or the introducing broker, you are hereby authorized: (a) to sell any or all securities or other property which you may hold for the undersigned (either individually or jointly with others); (b) to buy any or all securities and other property which may be short in such accounts; and/or (c) to cancel any open orders and to close any or all outstanding contracts; all without demand for margin or additional margin, notice of sale or purchase, or other notice or advertisement, and that any prior demand or notice shall not be a waiver of your rights provided herein. You may likewise accept and rely upon instructions which you receive from the introducing broker to effect any of the aforementioned transactions (as noted in (a); (b); and (c)). You shall have the discretion to determine which securities and other property are to be sold and which contracts are to be closed. Any such sales or purchases may be made at your discretion on any exchange, the over-the-counter market or any other market where such business is usually transacted, or at public auction or private sale, and you may be the purchaser for your own account.

**18. Hypothecation.** Within the limitations imposed by applicable laws, rules and regulations, all securities now or hereafter held by you, or carried by you in any account for the undersigned (either individually or jointly with others), or deposited to secure same, may from time to time, without any notice, be carried in your general loans and may be pledged, repledged, hypothecated or re-hypothecated, separately or in common with other securities for the sum due to you thereon or for a greater sum and without retaining in your possession or control for delivery a like amount of similar securities. The IRS requires Broker Dealers to treat dividend payments on loaned securities positions as in-lieu dividends for 1099 tax reporting purposes. Taxation of substitute dividend payments may be greater than ordinary on qualified dividends. It is understood, however, that you agree to deliver to the undersigned upon demand and upon payment of the full amount due thereon, all securities in such accounts, but without obligation to deliver the same certificates or securities deposited by the undersigned originally. Any securities in the undersigned's margin or short account may be borrowed by you, or lent to others.

**19. Interest.** Debit balances in all the accounts of the undersigned shall be charged with interest in accordance with your established custom, as disclosed to the undersigned in the Customer Information Brochure pursuant to the provisions of Rule 10b-16 of the Securities Exchange Act.

**20. Margin.** The undersigned agrees to maintain in all accounts with you such positions and margins as required by all applicable statutes, rules, regulations, procedures and custom, or as you deem necessary or advisable. The undersigned agrees to promptly satisfy all margin and maintenance calls.

**21. Sales.** The undersigned agrees to specifically designate any order to sell a security which the undersigned does not own as a short sale, and understands that you will mark such order as a short sale. The undersigned agrees that any order which is not specifically designated as a short sale is a sale of securities owned by the undersigned, and that the undersigned will deliver the securities on or before settlement date, if not already in the account. If the undersigned should fail to make such delivery in the time required, you are authorized to borrow such securities as necessary to make delivery for the undersigned's sale, and the undersigned agrees to be responsible for any loss you may thereby sustain, or which you may sustain as a result of your inability to borrow such securities.



Penson Financial Services
New Account Approval Form

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

Cash \_\_\_\_\_ Mgn. \_\_\_\_\_ Short \_\_\_\_\_ Optn. \_\_\_\_\_ IRA \_\_\_\_\_ Office Code: \_\_\_\_\_ RR# \_\_\_\_\_ Acct. Open Date: \_\_\_\_\_

Is this account for a Foreign Bank? [ ] YES / [ ] NO. If yes, please list U.S. agent for service of process: \_\_\_\_\_

Name of Primary Account Holder or Title of Account: \_\_\_\_\_
(Write name exactly as it appears on Social Security Card or Fed ID Registration)

Name of Secondary Acct. Holder: \_\_\_\_\_

Primary Account Holder Information:

Form with fields for SSN, Fed ID, Cedula, NIT#, Home Telephone, Residential Address, City, State, Zip, Mailing Address, Drivers License #, Occupation, Employer's Name, Employer's Address, Employer's Telephone, Email Address, Date of Birth, and Associated person of a Broker?

Secondary Account Holder Information (If Joint Acct.): [ ] YES / [ ] NO - Is Secondary Account holder the Spouse of Primary Account Holder?

Form with fields for SSN, Fed ID, Cedula, NIT#, Home Telephone, Residential Address, City, State, Zip, Mailing Address, Drivers License #, Occupation, Employer's Name, Employer's Address, Employer's Telephone, Email Address, Date of Birth, and Associated person of a Broker?

Citizenship Information:

Primary: Are you a U.S. Citizen? Resident Alien? Non-Resident Alien?

Secondary: Are you a U.S. Citizen? Resident Alien? Non-Resident Alien?

Investment Objectives: (\* If more than one, please rank 1-8)

Table with investment objectives and ranks A through N.

Tax Information:

Table with tax information fields: # Of Dependents, Tax Status, Initial Deposit, Initial Transaction.

Marital Status: [ ] S / [ ] M / [ ] D / [ ] W

Signature: Primary \_\_\_\_\_ Secondary \_\_\_\_\_



**Penson Financial Services  
New Account Approval Form**

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

Cash \_\_\_\_\_ Mgn. \_\_\_\_\_ Short \_\_\_\_\_ Optn. \_\_\_\_\_ IRA \_\_\_\_\_ Office Code: \_\_\_\_\_ RR# \_\_\_\_\_ Acct. Open Date: \_\_\_\_\_

**Client Information:**

How long has account holder known the Broker?
Who were you introduced by?
Is account holder a control person? (Officer, Director or 10% stock owner) <input type="checkbox"/> Yes / <input type="checkbox"/> No
If Yes, Please list the company(s) controlled & position:
Is client an employee of Insurance Co., Bank, Fund, Securities firm or Investment Advisor? <input type="checkbox"/> Yes / <input type="checkbox"/> No

**Net Worth:**

(Excluding Primary Residence)

**Liquid Net Worth:**

**Payment Instructions:**

Income:		Liquid Net Worth:		Payment Instructions:		
<input type="checkbox"/> \$0 - 24,999	<input type="checkbox"/> \$0 - 25,000	<input type="checkbox"/> \$0 - 25,000	A	<u>Securities:</u>	<u>Money</u>	<u>Dividends</u>
<input type="checkbox"/> \$25,000 - 39,999	<input type="checkbox"/> \$25,000 - 39,999	<input type="checkbox"/> \$25,000 - 39,999	B	<input type="checkbox"/> Transfer & Ship (1)	<input type="checkbox"/> Pay (1)	<input type="checkbox"/> Pay Weekly (1)
<input type="checkbox"/> \$40,000 - 64,999	<input type="checkbox"/> \$40,000 - 64,999	<input type="checkbox"/> \$40,000 - 64,999	C	<input type="checkbox"/> Hold St. Name (2)	<input type="checkbox"/> Hold (7)	<input type="checkbox"/> Pay Monthly (1)
<input type="checkbox"/> \$65,000 - 124,999	<input type="checkbox"/> \$65,000 - 124,999	<input type="checkbox"/> \$65,000 - 124,999	D			<input type="checkbox"/> Hold (4)
<input type="checkbox"/> \$125,000 - 249,999	<input type="checkbox"/> \$125,000 - 249,999	<input type="checkbox"/> \$125,000 - 249,999	E			
<input type="checkbox"/> \$250,000 - \$499,999	<input type="checkbox"/> \$250,000 - \$499,999	<input type="checkbox"/> \$250,000 - \$499,999	F	Principal & Maturity: <input type="checkbox"/> Credit to Account <input type="checkbox"/> Send Payment		
<input type="checkbox"/> \$500,000 - \$999,999	<input type="checkbox"/> \$500,000 - \$999,999	<input type="checkbox"/> \$500,000 - \$999,999	G	Process checks: <input type="checkbox"/> Monthly <input type="checkbox"/> Weekly		
<input type="checkbox"/> \$1,000,000 - Over	<input type="checkbox"/> \$1,000,000 - Over	<input type="checkbox"/> \$1,000,000 - Over	H	Money Market Sweeps: <input type="checkbox"/> Yes / <input type="checkbox"/> No - If Yes, List Fund:		

**Investment Experience:**

	Yrs.	Avg. Size	Avg. # P/Yr.
Options:			
Stocks:			
Bonds:			
Commodities:			
Other (specify):			

**Type of Registration:**

<input type="checkbox"/> Individual / <input type="checkbox"/> Joint Community Property / <input type="checkbox"/> Payable on Death (Individual)
<input type="checkbox"/> Joint Tenants In Entirety / <input type="checkbox"/> Joint with Rights of Survivorship (except in LA) / <input type="checkbox"/> Joint Tenants In Common
<input type="checkbox"/> Joint with Rights of Survivorship & Payable on Death (except in LA) / <input type="checkbox"/> Transfer on Death
<input type="checkbox"/> UGMA/ <input type="checkbox"/> UTMA (Provide DOB & SSN for minor): SSN _____ DOB _____
<input type="checkbox"/> Retirement Account - Type: _____ / <input type="checkbox"/> Foreign Non-Resident Alien / <input type="checkbox"/> Resident Alien
<input type="checkbox"/> Other (Circle): Corporate, LLC, Trust, Partnership, Estate, Non-Profit, Sole Proprietorship, Investment Club.

**Credit References:**

Bank:
Branch:
Type of Acct.:
Broker:

**Duplicate Confirmations:**

Please send Duplicate confirms to the following address:

**Authorized Person:**

If a person, other than the primary and/or secondary account holder will be operating this account, list Name, Address, ID# & Employer:
<b>Is this a Discretionary account? Yes No (Circle One)</b>

**Customer and Authorized Person's Signature:**

Primary Account Holder: \_\_\_\_\_ Date: \_\_\_\_\_

Secondary Account Holder: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Person (if Applicable): \_\_\_\_\_ Date: \_\_\_\_\_

**Broker Use Only:**

Registered Rep Signature:
Branch Manager Signature:
Designated Officer Signature:

**Daytrading:**

Approved for Day Trading Strategy? <input type="checkbox"/> YES / <input type="checkbox"/> NO
Was Daytrading Risk Disclosure Statement Delivered? <input type="checkbox"/> YES / <input type="checkbox"/> NO
Date Daytrading Disclosure was delivered:



# PENSON FINANCIAL SERVICES, INC. CUSTOMER ACCOUNT TRANSFER FORM

Receiving Firm – Penson Financial Services, Inc. ("PFSI") – Clearing # 0234

### 1. Information about your account:

Title of Your Account:	
PFSI Account Number:	SSN / Tax ID:

**\*\* Please attach a copy of your most recent statement for the account you are transferring to Penson.**

### 2. Information about the account you are transferring:

Title of Your Account:	
Account Number:	Name of Firm:
Address of Firm:	
City, State, ZIP	Broker Clearing No:

**\*\* If your PFSI account is not the same type of account as the one you are transferring, you must complete the Letter of Authorization (Section 7) on the 2<sup>nd</sup> page of this form.**

### 3. Type of Transfer:

- |  |   |
|--|---|
| <input type="checkbox"/> Brokerage Firm Transfer (Transfer all assets in kind)<br><input type="checkbox"/> Liquidate all assets and Transfer as cash<br><input type="checkbox"/> Partial Transfer (Skip to Section 4)<br><input type="checkbox"/> Mutual Fund Company Transfer (Skip to Section 5) | <input type="checkbox"/> Non-ACAT Transfer (Transfer all assets in kind)<br><input type="checkbox"/> Liquidate annuity and transfer as cash<br><input type="checkbox"/> Liquidate Certificates of Deposit IMMEDIATELY.<br><small>(I am aware of and acknowledge the penalty for early withdrawal)</small><br><input type="checkbox"/> Transfer proceeds of Certificates of Deposit AT MATURITY (Submit transfer request 30 days prior to maturity). |
|--|---|

### 4. Partial Transfer: *(Please specify the assets you wish to transfer, Attach additional pages if needed)*

Quantity	Assets Description / Symbol	Transfer (Select One)
		<input type="checkbox"/> Transfer In Kind <input type="checkbox"/> Liquidate
		<input type="checkbox"/> Transfer In Kind <input type="checkbox"/> Liquidate
		<input type="checkbox"/> Transfer In Kind <input type="checkbox"/> Liquidate
		<input type="checkbox"/> Transfer In Kind <input type="checkbox"/> Liquidate
		<input type="checkbox"/> Transfer In Kind <input type="checkbox"/> Liquidate

### 5. Mutual Fund Company Transfer: *(Use a separate form for each mutual fund company)*

Name of Fund Company:				
Name of Fund/Symbol/Cusip	Fund Account #	Transfer (Select One)	Future Dividend (Select One)	Future Capital Gains (Select One)
<input type="checkbox"/> Transfer In Kind <input type="checkbox"/> Liquidate		<input type="checkbox"/> ALL <input type="checkbox"/> # of Shares _____	<input type="checkbox"/> Reinvest <input type="checkbox"/> Pay in Cash	<input type="checkbox"/> Reinvest <input type="checkbox"/> Pay in Cash
<input type="checkbox"/> Transfer In Kind <input type="checkbox"/> Liquidate		<input type="checkbox"/> ALL <input type="checkbox"/> # of Shares _____	<input type="checkbox"/> Reinvest <input type="checkbox"/> Pay in Cash	<input type="checkbox"/> Reinvest <input type="checkbox"/> Pay in Cash
<input type="checkbox"/> Transfer In Kind <input type="checkbox"/> Liquidate		<input type="checkbox"/> ALL <input type="checkbox"/> # of Shares _____	<input type="checkbox"/> Reinvest <input type="checkbox"/> Pay in Cash	<input type="checkbox"/> Reinvest <input type="checkbox"/> Pay in Cash

### 6. Signature(s): *(Please read and sign below)*

If this account is a qualified retirement account, I have amended the applicable plan so that it names Penson Financial Services, Inc. (PFSI) as successor custodian. Unless otherwise indicated in the instructions above, please transfer all assets in my account to PFSI. I understand that to the extent any assets in my account are not readily transferable with or without penalties; such assets may not be transferred within the time frames required by NYSE Rule 412 or similar rule of FINRA or other designated examining authority.

I authorize you to liquidate any non-transferable proprietary money market fund assets that are part of my account and transfer the resulting credit balance to PFSI. I authorize you to deduct any outstanding fees due you from the credit balance in my account. If my account does not contain a credit balance, or if the credit balance in the account is insufficient to satisfy any outstanding fees due you, I authorize you to liquidate the assets in my account to the extent necessary to satisfy that obligation. If certificates or other instruments in my account are in your physical possession, I instruct you to transfer them in good deliverable form, including affixing any necessary tax waivers, to enable the successor custodian to transfer them into its name for the purpose of sale, when and as directed by me. I understand that upon receiving a copy of this transfer instruction, you will cancel all open orders for my account on your books.

I affirm that I have destroyed or returned to you credit/debit cards and/or unused checks issued to me in connection with my securities account. I understand that you will contact me with respect to the disposition of any assets in my securities account that are non-transferable.

Primary Signature:	Date:	
Secondary Signature:	Date:	
		Medallion Signature Guarantee Program

Letter of Acceptance – To the prior custodian/Trustee: Please be advised that Penson Financial Services, Inc. ("PFSI") hereby accepts an appointment as successor custodian.

Successor Custodian/Trustee Authorized Signature:	Date:
Tax ID Number Successor Custodian:	Date of Trust:

**7. Letter of Authorization:** (Please complete if the type of account in Section 1 is different than Section 2.)

**To: Penson Financial Services, Inc.:** I hereby authorize the following transfer of assets:

**Transfer From:**

Delivering Firm: \_\_\_\_\_

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

Account Title: \_\_\_\_\_

**Transfer To:**

PFSI Account Number: \_\_\_\_\_

Account Title: \_\_\_\_\_

Investment Representative's Name \_\_\_\_\_ Office # \_\_\_\_\_ Rep # \_\_\_\_\_

I understand this transfer constitutes a change in ownership of the assets and that the new registered account holders will have exclusive rights to the assets.

Sincerely,

\_\_\_\_\_  
Primary Applicant Signature

\_\_\_\_\_  
Secondary Application Signature

**\*\*\*Completion of this form does not guarantee acceptance by delivering Firm.**

**For Broker Use Only – Transfer Instructions:**

**MAILING ADDRESS:**

Penson Financial Services, Inc.  
1700 Pacific Avenue, Suite 1400  
Dallas, TX 75201-7322

**TAX ID#:**

56-1673990

**INCOMING WIRE INSTRUCTIONS:**

JP Morgan Chase  
ABA 021000021  
F/A Penson Financial Services  
A/C #066-6-00030  
FFC: Customer A/C # and Customer Name  
**CREST SECURITIES:**  
Penson Crest ID 08XHZ

**DTC INSTRUCTIONS:**

#0234 PFSI  
FAO: Customer Acct #  
(Penson accepts PTDs and PTRs)

**NSCC INSTRUCTIONS:**

NSCC# 0234 PFSI

**FNMA/FREDDIES/US TREAS INSTRUCTIONS:**

ABA 021000021  
J.P. Morgan Chase NYC/Penson

**MUTUAL FUND RE-REGISTRATION:**

Penson Financial Services, Inc.  
FBO: \_\_\_\_\_  
1700 Pacific Avenue, Suite 1400  
Dallas, TX 75201

**GNMA INSTRUCTIONS:**

MHBDC/Penson

**AGENT ID/INSTITUTIONAL:**

89331

**PHYSICAL INSTRUCTIONS:**

New York Window  
55 Water St, 1ST Floor  
A/C Penson Customer Acct #  
New York, NY 10041

**FOREIGN SECURITIES INSTRUCTIONS:**

Bank of New York – Brussels  
Euroclear # 10161



Stocks Bonds λ Mutual Funds λ Retirement Accounts λ Insurance λ Annuities  
Member NASD, SIPC

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

Acc # \_\_\_\_\_

**Merrimac Corporate Securities, Inc.**  
**1185 Spring Centre South Blvd, Suite 1060**  
**Altamonte Springs, FL 32714**  
**Main: (407) 389-8500 (Fax) (407)-389-8599**

**Attn: Compliance Department**

**Dear Sir/Madam:**

Consider this my (our) statement of acknowledgement that I (we) understand the inherent risks associated in purchasing securities. Further, it is my (our) desire to open an account with Merrimac Corporate Securities, Inc. with \_\_\_\_\_ as my registered representative. I (we) have detailed my/our investment strategy with him (her) and I (we) understand the risk associated with this strategy. This strategy meets my (our) investment objective(s).

By signing below, I (we) are acknowledging that I (we) understand fully the definitions of the investment objectives which have been provided to me (us) and agree with the ones I (we) have chosen on our new account form.

Furthermore, if I (we) feel that an investment is not or will not be in line with my (our) financial objectives, I (we) will contact my/our registered representative immediately to make the necessary changes.

Note: If I (we) wish to change my (our) Investment Objective(s), I (we) acknowledge that it is my (our) responsibility to notify you in writing concerning my (our) desired change.

Lastly, I understand that Merrimac Financial Representatives are precluded by regulatory mandate from offering any financial products away from Merrimac Corporate Securities, Inc. Accordingly, I understand it is my responsibility to advise the firm if such an offer is made.

\_\_\_\_\_  
(Client Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Joint Client Signature)

\_\_\_\_\_  
(Date)

**Revised 10/2010**

### Active Trading Disclosure

I wish to open an account *Merrimac Corporate Securities, Inc.* ("Merrimac") and intend to actively trade securities. I understand that *Merrimac* will execute my trades utilizing the best method it deems appropriate.

I understand that active trading involves entering into many more transactions than does traditional investing. As a result of the high number of transactions associated with active trading, I will nevertheless incur substantial commission cost commonly associated with active trading. These commissions will be incurred regardless of whether I make or lose money on a trade.

I understand that active trading may require substantial capital. If a margin account is used, my losses could exceed the amount invested by me. I understand that active trading is highly speculative and involves a high degree of risk. The capital in my trading account is capital not needed by me for my ordinary and necessary living expenses and is capital, which I can afford to lose in its entirety.

Should my losses approach 35% of my account total value, I will discuss the advisability of continuing with this type of activity or with *Merrimac Corporate Securities, Inc.*

I understand that *Merrimac* is not responsible for transactions cancelled or modified by any regulatory authority where such cancellation or modification is beyond the control of *Merrimac* or arises from equipment or telecommunication failure.

I understand that *Merrimac* is not responsible for any securities instructions purchases, sale, or exchange if such are sent via email or left on "voice mail" equipment.

I understand it is my responsibility to ensure at all times, that my/our account has a correct address and that at all times I/we will receive statements and confirmation copies even if temporarily at another address.

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

I understand the above,  
but **DO NOT** intend to engage in this activity

X \_\_\_\_\_  
Account Signature Individual

\_\_\_\_\_  
Account Name (Printed)

X \_\_\_\_\_  
Joint Signature

\_\_\_\_\_  
Joint Name (Printed)

Office Use Only: Related Accounts:
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## Merrimac Corporate Securities Inc.

### Privacy Policy

Penson Financial Services, Inc. carries your account as a clearing broker and custodian by arrangement with Merrimac Corporate Securities Inc., (MCSI) as introducing broker. At MSCI, we understand that privacy is an important issue of our customers. It is our policy to respect the privacy of all accounts that we maintain for you at Penson or otherwise at providers such as mutual fund companies, insurance companies, or others and to protect the security and confidentiality of non-public personal information relating to those accounts. Please note that this policy applies to former customers as well as current customers

#### Personal Information Collected

In order to service your account MSCI Provides information to Penson as your introducing broker, information we have collected from you in order to provide the financial services that you have requested. The information collected by MSCI and provided to Penson may come from the following sources:

1. Information received from you, such as your name, address, telephone number, social security number, occupation and income;
2. Information relating to your transactions, including account balances, positions and activity;
3. Information which may be received from consumer reporting agencies, such as credit bureau reports and other information relating to your creditworthiness;
4. Information which may be received from other sources with your consent

#### Sharing of Nonpublic Personal Information

MCSI does not disclose nonpublic personal information relating to current or former customers to any third parties, except as required or permitted by law, including but not limited to any obligations of ours under the USA PATRIOT Act, and in order to facilitate the needs of Penson for customer transactions in the ordinary course of business.

MCSI has various affiliates including Merrimac Asset Management, Inc., a DBA, Merrimac Insurance Services, Inc., and Wallstreet 411, a publishing Company. We may share information with or among these entities as authorized by you, and as permitted by law, in order to better service your financial needs. **Security** at MSCI strives to ensure that industry standards are adhered to. We protect personal information that is provided to Penson by MSCI by maintaining physical, electronic and procedural safeguards that either meet or exceed applicable law. Where appropriate, we employ firewalls, encryption technology, user authentication systems (i.e. Passwords and personal identification numbers) and access control mechanisms to control access to systems and

data. Third parties who may have access to such personal information must also agree to follow appropriate standards of security and confidentiality. We instruct our employees to use strict standards of care in handling the personal financial information of customers. As a general policy our staff will not discuss or disclose information regarding an account except with authorized personnel at Penson or as required by law or pursuant to regulatory request and/or authority. **Access to your Information:** You may access your account information through a variety of media offered by MCSI and Penson (i.e. Statements or on line services). Please contact MCSI if you require any additional information. **Changes to MCSI Privacy Policy:** We reserve the right to make changes to this policy. **How to Get in Touch with MCSI about this Privacy Policy:** For your reference, this policy has been posted to our website at [www.merrimac-corp.com](http://www.merrimac-corp.com) For more information relating to MCSI's privacy policy, please contact:

ATTN: Compliance Department 1-407-389-8500

Merrimac Corporate Securities, Inc.  
1185 Spring Center South Blvd. Suite 1060  
Altamonte Springs, FL 32714

This form must accompany the providing of any customer required New Account form and the date of such delivery must be entered on such form in space provided above the client signature space.