



## Securities Account Application

### Entity Accounts

Four High Ridge Park  
Stamford, Connecticut 06905  
Telephone: 203.388.2700  
Fax: 203.321.0071

Toll Free: 877.836.3949  
[www.visionfinancialmarkets.com](http://www.visionfinancialmarkets.com)





### To Apply for an Account

- Please complete the Customer Account Information Form (FORM 1)
- Please read and sign the Customer Agreement (FORM 2) on page 15
- If you wish to access your account online and/or receive account communications (confirmations, statements, etc.) via e-mail, please sign the Web Site Access and Online Delivery Consent (FORM 3) on page 16
- Consult with your Financial Advisor if you have any questions regarding account setup, optional features, required information or any other questions related to establishing your new account.

### Additional Documentation

- Please include a clear photocopy (enlarged, if possible) of your current passport, drivers license or other government issued document bearing a photograph and including a signature when returning this application. Non-U.S. citizens must provide a copy of their passport.
- Certain types of accounts and optional features selected by you in this Account Application will require additional documentation. Please see Vision's New Account Documentation Requirements available on our Web site or speak to your Financial Advisor to clarify the requirements for your account.

### Securities Investor Protection Corporation

Vision is a member of the Securities Investor Protection Corporation ("SIPC"), which protects securities customers of its members up to \$500,000 (including up to \$250,000 for claims for cash). You may obtain information about SIPC, including the SIPC explanatory brochure, by calling SIPC at 202.371.8300 or by visiting their Web site, [www.sipc.org](http://www.sipc.org). In addition, a hyperlink to the SIPC Web site is available from Vision's Web site.

### You May Wire or ACH U.S. Dollar Funds To:

**U.S. Bank**  
**ABA number: 081-000-210**  
**For: Vision Financial Markets LLC**  
**Operating Account**  
**A/C number: 1-523-0777-1294**  
**Further Credit to the Account**  
of \_\_\_\_\_

Customer Name and Account Number

**For wire instructions on other currencies, please send an e-mail to: [treasury@vfmarkets.com](mailto:treasury@vfmarkets.com)**

### Funding Your Account

You may fund your account in four ways:

#### 1. Transfer an Existing Account

Please complete and sign the Securities Account Transfer Form (FORM 4). If you are consolidating multiple, existing accounts into your new account at Vision, please complete a separate transfer form for each of the existing accounts.

#### 2. Checks (Please make checks payable to "VISION FINANCIAL MARKETS LLC")

Generally, a transfer from another brokerage firm will be considered as cleared funds. All other instruments, including bank, cashier and personal checks, may require up to three (3) days for bank clearance. Vision will not accept third party checks except those payable directly to you from other broker/dealers or from the Internal Revenue Service.

**DO NOT SEND CHECKS DIRECTLY TO U.S. BANK. PLEASE SEND THEM TO YOUR BROKER OR VISION'S STAMFORD OFFICE (FOUR HIGH RIDGE PARK, STAMFORD, CT 06905).**

#### 3. Bank Wires

Vision considers wires as cleared funds and allows you to trade immediately upon receipt of the funds. Once you are provided an account number, you may wire funds.

#### 4. Electronic Funds Transfer (ACH)

Make a one-time ACH payment (also known as an "eCheck") once you are provided with an account number. Recurring transfers as part of an automatic investment program will require the completion of a separate ACH form, but a one-time initial funding of your new account can be made utilizing the bank instructions below.

**Vision does not accept money orders, travelers checks, starter checks, third party checks (except as indicated above) or cash.**

**Please make a copy of your completed and signed Securities Account Application and return the original along with any required additional documentation to your Financial Advisor or to Vision Financial Markets.**



Provide personal information on the primary individual associated with this account (such as the primary authorized individual, custodian, administrator, trustee, partner, officer or participant).

**Personal Information for Primary Authorized Individual**

|  |  |            |  |    |  |   |  |                      |  |
|--|--|------------|--|----|--|---|--|----------------------|--|
| Last Name  |  | First Name |  | MI |  | ( ) Business Telephone  |  | ( ) Home Telephone   |  |
| Residence Address (Street Address - No P.O. Boxes Allowed)     |  |            |  |    |  | ( ) Cell Phone  |  | ( ) Fax              |  |
| City, State, Zip, Country                                      |  |            |  |    |  | Social Security Number (if applicable)  |  | Number of Dependents |  |
| <b>Address for account statements, if different from above</b> |  |            |  |    |  | Date of Birth (MM/DD/YYYY)  |  | Marital Status       |  |
| Street Address   |  |            |  |    |  | Mother's Maiden Name  |  |                      |  |
| City, State, Zip, Country                                      |  |            |  |    |  | Primary E-mail Address (for delivery of statements and confirmations, if elected) |  |                      |  |
|  |  |            |  |    |  | Secondary E-mail Address  |  |                      |  |

**Duplicate Information (optional)**

**To Additional Authorized Individual (if applicable)**

Send account information to each account holder's mailing address or primary e-mail address (if electronic delivery is requested). Otherwise, all account information will be sent to the mailing address or e-mail address of the account and deemed to have been delivered to all account holders.

**To Third Party (Attach additional sheets if necessary) Send this party duplicate:  Statements  Confirmations**

Please direct Vision to send statements and/or confirmations via paper (\$2.00 charge for each item sent in paper) or electronically via e-mail (no charge).

**Paper Delivery**

Name \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip, Country \_\_\_\_\_

**Electronic Delivery**

Name \_\_\_\_\_

E-mail Address \_\_\_\_\_ @ \_\_\_\_\_

**Employment Information and Affiliations (Primary Authorized Individual)**

**Employer and Industry:** If employed, please state the name and address of your employer and the nature of the business. If you are self-employed, provide the name of your business and industry. If retired, please list your last position.

- |  |                                       |
|--|---------------------------------------|
| <input type="checkbox"/> Employed      | <input type="checkbox"/> Not Employed |
| <input type="checkbox"/> Self-Employed | <input type="checkbox"/> Student      |
|  | <input type="checkbox"/> Retired      |

**Position/Title (if self-employed, please provide occupation):**

\_\_\_\_\_

\_\_\_\_\_

**Employer:**

\_\_\_\_\_

**Years There:** \_\_\_\_\_

**Address of Employer (city, state and country):**

\_\_\_\_\_

\_\_\_\_\_

**If not employed, state reason:** \_\_\_\_\_

**Interest in a Public Company**

Please check the appropriate box(es) below and indicate ticker symbol(s) if you, or any member of your immediate household, are associated with a public company, whether US or non-US, in one or more of the following capacities:

- |   |                         |  |                         |
|---|-------------------------|--|-------------------------|
| <input type="checkbox"/> Executive Officer* | Ticker Symbol(s): _____ | <input type="checkbox"/> 10% Shareholder | Ticker Symbol(s): _____ |
| <input type="checkbox"/> Director           | Ticker Symbol(s): _____ | <input type="checkbox"/> 5% Shareholder  | Ticker Symbol(s): _____ |

\*An executive officer is defined as a company's president, any vice president in charge of a principal business unit, division or function (such as sales, administration or finance), any other officer who performs a policy making function, or any other person who performs similar policy making function for the company. If you are not sure whether you are an executive officer, please consult with your company's in-house counsel.

**Required Under Vision's Anti-Money Laundering Policy (Primary Authorized Individual)**

**Check one:**  U.S. Citizen  Resident Alien  Non-Resident Alien

\_\_\_\_\_  
Your Country of Citizenship

\_\_\_\_\_  
Drivers License #, Passport # or Alien Identification Card # (if applicable)

**Source of investable funds:**  Employment  Inheritance  Savings  Other (Please Specify): \_\_\_\_\_

Please include a photocopy (enlarged if possible) of your current passport, drivers license or other government issued document bearing a photograph and including a signature when returning this application. Non-U.S. citizens must provide a copy of their passport.

I am  I am not a current or former senior official of a foreign government or political party, or senior executive of a foreign government-owned commercial enterprise, or a family member or close associate of such person.

**Use this section to provide personal information on any additional individual associated with this account (such as an additional authorized individual, administrator, trustee, partner, officer or participant).**

**Personal Information for Additional Authorized Individual**

\_\_\_\_\_  
Last Name First Name MI

\_\_\_\_\_  
Residence Address (Street Address - No P.O. Boxes Allowed)

\_\_\_\_\_  
City, State, Zip, Country

**Address for account statements, if different from above**

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip, Country

(\_\_\_\_) \_\_\_\_\_  
Business Telephone

(\_\_\_\_) \_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Social Security Number (if applicable)

\_\_\_\_\_  
Date of Birth (MM/DD/YYYY)

\_\_\_\_\_  
Primary E-mail Address (for delivery of statements and confirmations, if elected)

\_\_\_\_\_  
Secondary E-mail Address

(\_\_\_\_) \_\_\_\_\_  
Home Telephone

(\_\_\_\_) \_\_\_\_\_  
Fax

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

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

\_\_\_\_\_  
Mother's Maiden Name

**Employment Information and Affiliations for Additional Authorized Individual**

**Employer and Industry:** If employed, please state the name and address of your employer and the nature of the business. If you are self-employed, provide the name of your business and industry. If retired, please list your last position.

- |  |                                       |
|--|---------------------------------------|
| <input type="checkbox"/> Employed      | <input type="checkbox"/> Not Employed |
| <input type="checkbox"/> Self-Employed | <input type="checkbox"/> Student      |
|  | <input type="checkbox"/> Retired      |

**Position/Title (if self-employed, please provide occupation):**

\_\_\_\_\_

\_\_\_\_\_

**Employer:**

\_\_\_\_\_

**Years There:** \_\_\_\_\_

**Address of Employer (city, state and country):**

\_\_\_\_\_

\_\_\_\_\_

**If not employed, state reason:** \_\_\_\_\_

**Interest in a Public Company**

Please check the appropriate box(es) below and indicate ticker symbol(s) if you, or any member of your immediate household, are associated with a public company, whether US or non-US, in one or more of the following capacities:

- |   |                         |  |                         |
|---|-------------------------|--|-------------------------|
| <input type="checkbox"/> Executive Officer* | Ticker Symbol(s): _____ | <input type="checkbox"/> 10% Shareholder | Ticker Symbol(s): _____ |
| <input type="checkbox"/> Director           | Ticker Symbol(s): _____ | <input type="checkbox"/> 5% Shareholder  | Ticker Symbol(s): _____ |

\*An executive officer is defined as a company's president, any vice president in charge of a principal business unit, division or function (such as sales, administration or finance), any other officer who performs a policy making function, or any other person who performs similar policy making function for the company. If you are not sure whether you are an executive officer, please consult with your company's in-house counsel.

**Required Under Vision's Anti-Money Laundering Policy (for Additional Authorized Individual)**

**Check one:**  U.S. Citizen  Resident Alien  Non-Resident Alien

\_\_\_\_\_  
Your Country of Citizenship

\_\_\_\_\_  
Drivers License #, Passport # or Alien Identification Card # (if applicable)

Please include a photocopy (enlarged if possible) of your current passport, drivers license or other government issued document bearing a photograph and including a signature when returning this application. Non-U.S. citizens must provide a copy of their passport.

I am  I am not a current or former senior official of a foreign government or political party, or senior executive of a foreign government-owned commercial enterprise, or a family member or close associate of such person.

**Source of investable funds:**  Employment  Inheritance  Savings  Other (Please Specify): \_\_\_\_\_

**Suitability**

**Financial Information of the Entity**

**Annual Income from All Sources in U.S. Dollars:**

- |   |  |
|---|--|
| <input type="checkbox"/> Below \$25,000       | <input type="checkbox"/> \$200,000 - \$499,999 |
| <input type="checkbox"/> \$25,000 - \$74,999  | <input type="checkbox"/> \$500,000 - \$999,999 |
| <input type="checkbox"/> \$75,000 - \$199,999 | <input type="checkbox"/> \$1,000,000+          |

**Total Net Worth of All Assets in U.S. Dollars:** Total assets minus total liabilities:

- |  |  |
|--|--|
| <input type="checkbox"/> Below \$50,000        | <input type="checkbox"/> \$500,000 - \$999,999     |
| <input type="checkbox"/> \$50,000 - \$149,999  | <input type="checkbox"/> \$1,000,000 - \$4,999,999 |
| <input type="checkbox"/> \$150,000 - \$499,999 | <input type="checkbox"/> \$5,000,000+              |

**Liquid Net Worth in U.S. Dollars:** Exclude the value of real estate and other illiquid assets of the entity:

- |  |  |
|--|--|
| <input type="checkbox"/> Below \$50,000        | <input type="checkbox"/> \$500,000 - \$999,999     |
| <input type="checkbox"/> \$50,000 - \$149,999  | <input type="checkbox"/> \$1,000,000 - \$4,999,999 |
| <input type="checkbox"/> \$150,000 - \$499,999 | <input type="checkbox"/> \$5,000,000+              |

**Investment Experience of Primary Authorized Individual**

How many years experience do you have investing in the following areas?

|             | None                     | Less than 1 year         | 1-5 yrs.                 | 6-10 yrs.                | 10+ yrs.                 |
|-------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Stocks      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Options     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Bonds       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Hedge Funds | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

|                         | None                     | Less than 1 year         | 1-5 yrs.                 | 6-10 yrs.                | 10+ yrs.                 |
|-------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Short Sales             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Mutual Funds            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Commodities/<br>Futures | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Investment Profile of the Entity**

**Investment Objectives\*:**

- Preservation of Capital
- Income
- Capital Appreciation
- Speculation

**Time Horizon (Check one):**

- Short-Term (less than 5 years)
- Intermediate (5 - 10 years)
- Long-Term (greater than 10 years)

**Risk Tolerance (Check one):**

- Conservative
- Moderate
- Aggressive
- Speculative

\*Rank the investment objectives for this account in order of importance to you from 1 to 4, with 1 being the most important. Please review Vision's Description of Investment Objectives (found at the end of this form) for important information regarding investment objectives. Please note that if you plan to apply for margin privileges for this account, "speculation" must be either the number one or number two investment objective on your account.

Name of companies where you have had securities accounts in the last 5 years:

\_\_\_\_\_

**Primary Authorized Individual**

Check all applicable boxes and provide an explanation in the space provided if you or if an immediate family member (spouse, brother, sister, parent, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law), or other person who supports you to a material extent, or an additional account holder, is a person described below.

- A member of any Securities, Options or Commodities Exchange.\*
- An employee of a broker/dealer or other member of the Financial Industry Regulatory Authority (FINRA).\*
- A senior officer of a bank, savings and loan institution, insurance company, investment company, or investment advisory firm, or other financial institution.\*
- A person in the securities department of any of the entities listed above, or a person in a position to influence, or whose activities directly or indirectly involve, or are related to the function of buying or selling securities for any such entities.\*
- A person who has contributed to the equity or capital of a broker/dealer, directly or indirectly, in an amount that exceeds 10% of the broker/dealer's equity or capital.\*

\*If yes to any of the above, please explain: \_\_\_\_\_

\_\_\_\_\_

**Education:**  High School  Undergraduate  Graduate \_\_\_\_\_  
Field of Study Degrees Obtained

- Have you ever been the subject of a bankruptcy proceeding, receivership, or similar action?  Yes\*  No
- Have you ever been in a legal dispute, arbitration, or reparations action related to a securities or commodity account?  Yes\*  No
- Have you ever closed an account with an unpaid balance at a securities or commodity firm?  Yes\*  No

\*If yes to any of the above, please explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Additional Authorized Trader**

Attach additional sheet if necessary.

Authorize this person to trade on this account:

- Limited Trading Authority\*
- Full Trading Authority\*
- Power of Attorney\*\*:  Full Authority, or  Limited Authority

Name \_\_\_\_\_

\* You must provide the Trade Authorization form (available on Vision's Web Site) or a copy of your Investment Management Agreement.  
 \*\*Please provide a copy of the executed Power of Attorney.

**Dividend/Distribution Payment Instructions**

All dividends, interest and distributions will be retained in your Account at Vision unless you direct otherwise by selecting one of the options below:

- Hold all dividends, interest and distributions in your Account (Vision's default option)**
- Reinvest mutual fund distributions and equity dividends\* and handle all other distributions per Vision's default option
- Reinvest only mutual fund distributions and handle all other distributions per Vision's default option
- Reinvest only equity dividends\* and handle all other distributions per Vision's default option
- Pay all distributions upon receipt by Electronic Funds Transfer (ACH)\*\*

To receive distributions via Electronic Funds Transfer, which is the fastest way to receive payment, please provide the information requested below and attach a voided check:

**Bank ABA Number:** \_ \_ \_ \_ \_      **Bank Account Number:** \_\_\_\_\_  
**Bank Name:** \_\_\_\_\_      **Bank Account Type:**  Savings  Checking

\*Fees may apply for the reinvestment of equity dividends  
 \*\*If you would prefer a physical check mailed to you in place of an electronic funds transfer, please contact Vision's Client Services team. Checks can be issued weekly or monthly.

**Internal Revenue Service Certification**

Under penalty of perjury, you certify **(1)** that your Social Security or taxpayer ID number shown on this form is your correct number, and **(2)** that you are not subject to backup withholding because **(a)** you are exempt from backup withholding, or **(b)** you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report interest or dividends, or **(c)** you have been notified by the IRS that you are no longer subject to backup withholding [Note: cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax returns], and **(3)** you are a U.S. person (including a U.S. resident alien). The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

You are not a U.S. person and have attached Form W-8BEN to this application. Such form can be obtained at [www.irs.gov](http://www.irs.gov). You need to include a copy of your passport or government-issued ID.

**Description of Investment Objectives**

**Preservation of Capital:** An investment objective of Preservation of Capital indicates you seek to maintain the principal value of your investments and are interested in investments that have historically demonstrated a very low degree of risk of loss of principal value.

**Income:** An investment objective of Income indicates you seek to generate income from investments and are interested in investments that have historically demonstrated a low degree of risk of loss of principal value.

**Capital Appreciation:** An investment objective of Capital Appreciation indicates you seek to grow the principal value of your investments over time and are willing to invest in securities that have historically demonstrated a moderate to above average degree of risk of loss of principal value to pursue this objective.

**Speculation:** An investment objective of Speculation indicates you seek a significant increase in the principal value of your investments and are willing to accept a corresponding greater degree of risk by investing in securities that have historically demonstrated a high degree of risk of loss of principal value to pursue this objective. You may seek to take advantage of short-term trading opportunities, which may involve establishing and liquidating positions quickly.

**For Broker/Dealer Use Only**

- Back office processing completed
- CRM processing completed

In consideration of Vision Financial Markets LLC accepting one or more securities accounts for the undersigned, it is agreed:

## 1. DEFINITIONS.

(a) "Account" means any securities account you open with Vision.

(b) "Correspondent" means a broker/dealer which utilizes Vision to perform securities clearing services on its behalf. The Customer accounts of a Correspondent are carried on Vision's books and records.

(c) "Customer", "you" or "your" refers to the undersigned and any other actual or beneficial owner of property in the Account.

(d) "Securities and other property" means securities or other property held, carried or maintained by Vision, in Vision's possession and control, for any purpose, in your Account, including any account in which you may have an interest. "Securities and other property" includes, without limitation, money, securities and financial instruments of every kind and nature, and related contracts and options.

(e) "Vision", "we", "us" or "our" refers to Vision Financial Markets LLC.

(f) Captions and headings of this agreement are for descriptive purposes only and are not to be considered in its interpretation.

**2. OWNERSHIP AND AUTHORIZATION.** You agree that you are the rightful owner of all Securities and other property purchased, held and sold by you through Vision. You have obtained and will provide Vision with all necessary authorizations from third parties to open your Account and effect transactions in Securities and other property under this agreement. You authorize Vision to purchase and sell Securities and other property for your Account in accordance with your oral, electronic or written instructions. We shall not be liable for acting on any false or erroneous oral or written instructions if the instructions reasonably appeared to us to be genuine or accurate. Vision shall be under no duty or obligation whatsoever to verify, confirm, inquire into or otherwise assure that any instructions or orders given to us by any authorized representative are your authorized acts. In the event of conflicting instructions, Vision reserves the right to take no action with respect to such instructions until the dispute is resolved to the satisfaction of Vision. You shall hold the Vision Parties (as defined below) harmless from any losses arising from Vision's reliance on and action taken based on instructions from any authorized representative. If Vision believes there is a dispute concerning the control or ownership of Securities and other property in your Account, Vision may, but is not obligated to, take one or more of following actions, without any liability, until such dispute is resolved to our satisfaction:

(a) Restrict activity in the Account;

(b) Require that all instructions be in writing, signed by you or your duly authorized representative; and

(c) File an interpleader action in an appropriate court at your expense.

**3. GOVERNMENTAL AND EXCHANGE RULES.** All transactions shall be subject to the constitution, by-laws, rules, regulations, customs, usages, rulings and interpretations of the exchanges, markets and clearing organizations where executed and settled and to all rules and regulations of the Financial Industry Regulatory Authority, Inc. ("FINRA"), Chicago Board Options Exchange ("CBOE"), Securities and Exchange Commission ("SEC"), other markets and regulatory organizations, and all applicable federal or state statutes, rules and regulations (collectively, "Governing Regulations"). If any Governing Regulations change, those changes shall be binding upon Vision and you as if made a part of this agreement without any additional action on Vision's or your part. If this agreement is incompatible with any current or future Governing Regulations, the affected provisions of this agreement shall be deemed modified or superseded, as the case may be, by the applicable provisions of such Governing Regulations, and all other provisions of this agreement and provisions so modified shall in all respects continue in full force and effect. Vision's failure to comply with any such Governing Regulations shall not be a breach of this agreement or otherwise impose liability upon Vision nor relieve you of any obligations hereunder. If you are subject to any Governing Regulation, Vision shall have no duty to determine whether you are in compliance with any Governing Regulation.

**4. LIENS, COLLATERAL AND TRANSFER AUTHORIZATION.** This section applies to margin accounts or if there is a deficit in your cash Account.

(a) All of your Securities and other property now and hereafter held, carried or maintained by Vision (or by any of its affiliates) in Vision's possession or control (or in the possession and control of any such affiliates) for any purpose, in or for any of your Accounts, now or hereafter opened, including any account, margin or cash, in which you have an interest, or which at any time are in your possession or under your control, shall be subject to a lien and security interest for the payment and discharge of, and a right of set off for, any and all indebtedness or any other obligations you may have to Vision. You agree that Vision holds all your Securities and other property as security for the payment of any such liability or indebtedness to Vision in any said account. Vision, in its sole discretion, without prior notice to you, may use, credit, apply or transfer interchangeably between any of your Accounts at Vision (or an affiliate of Vision) whenever Vision considers such a transaction necessary for its protection. In enforcing this lien and security interest, Vision, in its sole discretion, may determine which Securities and other property are to be sold and which contracts to be closed in order to satisfy any indebtedness or obligation you have to Vision. You irrevocably appoint Vision as your attorney-in-fact with power of substitution to execute any documents for the perfection or registration of such general lien and security interest.

(b) Vision may invest and reinvest any funds you deposit, subject to Governing Regulations, and Vision shall be under no obligation to pay you any interest on cash balances or to provide any other benefit derived from the investment of your Securities and other property.

(c) You understand that any balance due on your Account is payable immediately and Vision may demand payment of the full amount of any balance due on your Account at any time. If any dividend, interest, distribution or similar payment is made on your Account, Vision is authorized, but not required, to apply the payment to any balance due on your Account.

#### 5. BREACH; LIQUIDATION OF ACCOUNTS AND PAYMENT OF COSTS.

(a) Vision shall have all rights and remedies available to a secured creditor under Governing Regulations, in addition to the rights and remedies provided herein. In the event of a breach, repudiation, or default by you, you understand that Vision may at any time, at our sole discretion and without prior notice to you: prohibit or restrict your access to the use of Vision's Web site (including any order entry system) or related services and your ability to trade; refuse to accept any of your transactions; refuse to execute any of your transactions; and/or terminate your Account. The closing of the Account will not affect the rights and/or obligations of either party incurred prior to the date the Account is closed.

(b) In the event of (i) your death or judicial declaration of your incompetency, (ii) the filing of a petition in bankruptcy, a petition for the appointment of a receiver by or against you or a joint tenant in the account, or an assignment for the benefit of creditors, (iii) your termination, wind-up or dissolution (iv) an attachment, garnishment or levy on your Account, (v) insufficient margin as determined by Vision in its sole discretion, (vi) Vision's determination that any collateral deposited to protect one or more of your Accounts is inadequate or insufficient regardless of market quotations to secure such Account, (vii) any representations or warranties under this agreement shall be untrue in any material respect when made or repeated or (viii) any other circumstances that Vision deems necessary or appropriate, Vision is hereby authorized to take any or all of the following actions regarding your Account: (A) satisfy any obligation you may have to Vision out of any of your Securities and other property held by Vision or an affiliate of Vision; (B) liquidate any or all of your positions and assets without demand or notice and apply the proceeds to satisfy your obligations; (C) set-off, net and/or recoup any Vision obligations against your obligations; (D) convert any obligation from one currency to another currency; (E) cancel any or all open orders; (F) purchase Securities to cover the sale of Securities; and (G) take any other action Vision deems appropriate. Any or all of the above actions may be taken at Vision's discretion without demand and without prior notice to you. You shall at all times be liable for the payment of any deficit in your Account upon demand by Vision. You shall be responsible for and shall promptly pay to Vision all Account deficits and other obligations you may owe to Vision (collectively, "Customer Debts"), plus interest thereon at rates set forth in Section 15. You further agree to pay all of Vision's costs and expenses, including without limitation in-house and outside attorneys' fees, incurred in collecting Customer Debts in any legal proceeding unless you are the prevailing party. Customer Debts are payable on the date incurred without demand by Vision.

#### 6. ORDERS FOR DELIVERY AND SETTLEMENT; PAYMENTS FOR PURCHASES AND SALES.

(a) You will designate each order to sell as a "long" sell order or a "short" sell order. A "short" sale means the sale of a security not owned by you. Vision may, at its sole discretion and without prior notice to you, cover any short sale in your Account. You understand that "cover" means the purchase, at the current market price, of securities that were previously sold short. When you designate a sale as "long", you are promising to Vision that you own the security and promise that, if the security is not in Vision's possession when you place the sale order, you will deliver the security to Vision by the settlement date. If you fail to deliver the security to Vision by the settlement date, Vision may purchase the security, at the current market price, for your Account and you will be responsible and agree to compensate Vision for any loss, commission and/or fees.

(b) Where required by Governing Regulations, in placing any sell order with, or reporting a sell order to us for, a long account, you shall designate the order as such. No order may be designated as being for a "long" account unless (i) you own the relevant securities and (ii) either such securities are in our physical possession and control at the time you place the order or, upon your request, we have determined that Vision may reasonably expect such securities to be in its physical possession or control in good deliverable form by settlement date. Your designation of an order as "long" shall constitute your representation that (i) and (ii) are true and accurate statements. In addition, the designation of a sell order for a long account shall constitute a representation that such security may be sold without any restriction in the open market.

(c) When you instruct us to purchase a security, you will make payment to Vision on or before the settlement date. If you fail to make payment by the settlement date, you authorize Vision, at Vision's sole discretion and without prior notice to you, to sell the purchased security or any other securities in your Account to satisfy the debt, and you understand that you will be solely responsible for any resulting loss. Alternatively, if you fail to pay for a security purchased by you by the settlement date, you understand that your Account can be charged a late fee in addition to interest on the full amount of the deficit in your cash Account.

(d) If, for any transaction, you fail to make payment or deliver securities in good form, you authorize Vision to take all steps necessary to complete or cancel the transaction to minimize loss. You agree to reimburse Vision for any and all costs, losses and liabilities incurred by Vision, including attorneys' fees (both in-house and outside attorneys). In the event you become indebted to Vision with respect to your Account, you agree that you will satisfy such indebtedness upon demand. You agree that if, after demand, you fail to pay the indebtedness, Vision may close the Account and/or liquidate any Securities and other property in the Account, or otherwise held by Vision, in an amount sufficient to pay your indebtedness, plus interest accrued thereon, and take any other action permitted by this agreement or the Governing Regulations.

(e) You will provide us with any necessary documentation (including prospectuses and opinions) in order to satisfy legal transfer requirements, if any, in accordance with Governing Regulations.

#### 7. FEES.

(a) You agree to pay such brokerage fees, commissions, transaction fees and account charges as Vision may impose from time to time. Such fees include, without limitation, fees imposed by FINRA, exchanges and clearing houses, and processing and servicing charges. Insignificant residuals on block trades may be held by Vision and treated as additional servicing charges. In the event that your Account is transferred to

another broker, Vision may charge a reasonable transfer fee. If your Account falls below a market value of \$25,000 and has no trading activity for the prior six months, Vision may charge an inactive account fee of \$25 per month, provided that this charge shall not apply to an Individual Retirement Account (dividend reinvestment does not constitute "trading activity"). In order to trade on a foreign exchange, your funds are converted from U.S. dollars to a foreign currency or from a foreign currency to U.S. dollars, Vision may charge a reasonable markup in addition to the prevailing exchange rates. Vision may adjust its fees from time to time without prior notice to you. You authorize Vision to pay such fees from assets in your Account and, if necessary, by selling other assets in the Account. Vision reserves the right to change its fees or charges, or to implement additional fees or charges at any time, except as limited by applicable law. Fees are non-refundable.

(b) If you own physical certificates of stocks and/or bonds and request that Vision hold such certificates in its possession for safekeeping, Vision will charge you an annual safekeeping fee of \$100 per certificate. Furthermore, if you request that a physical certificate be transferred and shipped to you, a \$175.00 fee per transfer request will be charged by Vision. Additional fees may apply regarding services not listed in this paragraph for physical certificates.

**8. STATEMENTS AND CONFIRMATIONS.** All notices, demands, reports or other communications shall be transmitted to you at the address or, in the case of communications, the telephone number or e-mail address (if you have consented to e-mail delivery), shown on the account application or to such other address you designate in writing. All communications to you shall be deemed to have been received by you personally at the time so sent to you or your authorized agent, whether actually received or not. Reports of the execution of orders, trade confirmations or other notices shall be conclusive and final and shall be deemed to be accepted and ratified by you, unless you object by written communication actually received by Vision at its principal office within two (2) business days after delivery of or communication of the confirmation, report or notice to you by Vision. In addition, if Vision has not promptly advised you of the status of any order placed by you, you shall promptly, but in no event later than 24 hours after an order has been placed, contact Vision by telephone to verify your Account status. Your failure to contact Vision shall relieve Vision of any responsibility or liability with respect to such order. All orders shall only be good for the day such orders are placed, unless specified by you to be open orders. Any open order placed by you will not be cancelled by Vision unless you specifically requests cancellation. Vision shall not be held responsible for delays in the transmission or execution of orders due to a breakdown, delay in or failure of transmission or communication facilities, or for any other cause beyond Vision's control. **YOU MUST OBJECT TO YOUR MONTHLY STATEMENTS, TRADE CONFIRMATIONS OR OTHER NOTICES IN WRITING AND DIRECT SUCH NOTICES TO VISION AT: FOUR HIGH RIDGE PARK, STAMFORD, CT 06905 OR BY FACSIMILE TO 203.321.0071, ATTN: COMPLIANCE DEPARTMENT, WITHIN THE TIME PERIOD SET FORTH ABOVE. YOUR FAILURE TO OBJECT TIMELY AND IN WRITING SHALL CONSTITUTE RATIFICATION OF ALL ACTIONS TAKEN BY VISION OR ITS AGENTS.**

**9. NO TAX, ACCOUNTING, LEGAL OR MARKET ADVICE.** You acknowledge that Vision does not provide any tax, accounting or legal advice of any kind to you. Vision does not give advice or offer any opinion with respect to the profitability, suitability or potential value of any particular transaction or investment strategy. You further acknowledge that any recommendations, market letters or other information ("Market Information") provided to you by Vision or any Correspondent clearing through Vision does not constitute an offer to sell or to buy any Securities or other property. Although derived from sources believed to be reliable, Vision makes no representation, warranty or guaranty as to, and shall not be responsible for, the accuracy or completeness of any information furnished to you. Vision makes no representation, warranty or guaranty with respect to the tax consequences of your transactions. You assume the risk of relying on Market Information and hereby indemnify and hold the Vision Parties harmless from any and all claims, demands, losses, damages or expenses the Vision Parties may incur as a result of your use of Market Information. You agree that any investment decisions and transactions you make will be based solely on your own evaluation of your financial circumstances and investment objectives and whether such decisions and transactions are suitable with respect to your investment and/or trading strategy.

#### 10. CUSTOMER REPRESENTATIONS AND WARRANTIES.

(a) By signing this agreement, you represent and warrant, and you will be deemed to have repeated each representation and warranty at the time of entering into each transaction, that: (i) all information provided to Vision (including by without limitation, on Form 1) is true and correct and is not misleading; (ii) except as disclosed in writing to Vision, no one except you has an interest in any Account carried for you by Vision; (iii) you have read and understand this agreement and have the required legal capacity, power and authority to enter into this agreement, and to engage in transactions of the kind contemplated hereunder; (iv) the performance of your obligations hereunder is not prohibited by any Governing Regulation, agreement or judicial or administrative order; (v) if applicable, the persons executing this agreement are duly authorized to sign this agreement in your name; (vi) unless you expressly advise Vision to the contrary, you are not an affiliate (as defined in Rule 144A(a)(1) of the Securities Act of 1933) of the issuer of any security held in your Account; (vii) you agree not to make any trade individually or in concert with others that exceeds position limits imposed on you by Vision, any market or exchange or Governing Regulations; and (viii) you will not give or seek to give an order to Vision for a foreign exchange transaction (i.e., spots, forwards and options) without obtaining the agreement of Vision as to the following terms of each such trade: (X) specified amount of currency that is to be bought or sold; and (Y) the specific exchange rate at which the specified amount of currency is to be bought or sold.

(b) You further represent that you are not (i) an exchange or employee of any exchange, (ii) a corporation or employee of any corporation in which any exchange owns a majority of the capital stock, (iii) a member of any exchange or employee of such a member, (iv) a member of FINRA or employee of such a member, (v) an employee of any bank, trust company or insurance company or (vi) a corporation, firm or individual engaged in the business of dealing either as a broker or as principal in securities, bills of exchange, acceptances or other forms of commercial paper, unless you notify Vision to that effect. You agree that you will promptly notify Vision in writing if any of the information or representations contained in the Account Application or in this agreement materially change or become inaccurate in any material aspect.

(c) You further represent that no one except you (or the beneficial owner(s)) if signed in a representative capacity) has an interest in the Account. If the Account is beneficially owned by any person who is a Securities Exchange Act of 1934 Section 16 reporting person to a U.S. public company, you represent that no funds or assets belonging to such U.S. public company or any affiliate of such U.S. public company, will be

invested through the Account.

**11. ORDERS.** Vision may refuse to accept any of your instructions and may process your instructions in any manner it believes commercially reasonable. You acknowledge Vision has absolute discretion in routing trade orders as long as it makes a reasonable and good faith effort to obtain best execution. For orders executed electronically via the Internet, online order entry systems or by facsimile (collectively, "Electronic Orders"), Vision's liability is limited to direct damages caused solely by its gross negligence or willful misconduct; provided, however, Vision is not responsible for loss or damages (including without limitation, loss of profits or use, and direct, indirect, incidental, punitive, special or consequential damages), arising from (a) any failure or malfunction of an Electronic Order entry system or inability to enter or cancel Electronic Orders, or (b) any fault in delivery, delay, interruption, inaccuracy or termination affecting all or part of any Electronic Order system or any supporting facility, regardless of whether a claim arises in contract, tort or otherwise. Unless otherwise specified, your instructions are not valid beyond the trading session entered.

**12. PAYMENT FOR ORDER FLOW.** Vision may, from time to time, receive payment for order flow. Order flow payment is compensation received as an incentive to direct transactions to certain market makers or specialists. This compensation is received in a number of ways, including direct cash payment. In certain instances, reduced transaction fees may be provided by such market makers or specialists.

**13. LIMITS ON MUTUAL FUND TRADES.** Because excessive trading in mutual fund shares can be detrimental to a fund and its shareholders, Vision may block account owners or accounts that engage in excessive trading from making further transactions in fund shares. A block on trading fund shares may be temporary or permanent, and may apply only to certain mutual funds or all mutual funds. The decision to impose a block may originate with a mutual fund company or may be made by Vision at the brokerage account level, if Vision believes such a block is warranted. To see what a given fund company's definition of "excessive trading" is, please check the fund's prospectus.

**14. CREDIT AND REFERENCE CHECK.** You authorize Vision, from time to time, to contact any financial institution, credit agency and other references to verify your information, creditworthiness and background, including financial information. You may request in writing within a reasonable period of time a copy of the credit report.

**15. INTEREST.** Except as otherwise set forth in this agreement, interest chargeable on amounts you owe Vision shall be the lesser of the highest rate permitted by law or two percent (2%) above the U.S. Prime rate as shown in the "Wall Street Journal" on the date Customer Debt becomes due and payable.

**16. USE OF CUSTOMER FREE-CREDIT BALANCES.** All free-credit balance funds (i.e., cash balances in your Account) are payable to you upon demand (subject to any open commitments in your Account) and, although properly accounted for on Vision's books and records, are not segregated and may be used in the operation of Vision's business, pursuant to SEC Rule 15c3-2. In the event you do not wish to have a free-credit balance in your Account, you may request Vision to sweep such cash to a money market fund by contacting your Registered Representative or Vision's Client Services team (1-877-836-3949 or [clientservices@visionfinancialmarkets.com](mailto:clientservices@visionfinancialmarkets.com)).

**17. PARTNERSHIP ACCOUNTS.** Where your Account is a partnership, in the event of the dissolution or the termination of the partnership or the dissolution, termination or withdrawal of a general partner of the partnership by death, retirement or for any other reason, the remaining partners shall immediately give Vision written notice thereof and Vision may, before or after receiving such notice, close the partnership's Account and proceed in accordance with Section 5 above and take such action, institute such proceedings, require such papers, retain such portion of the Account or restrict transactions in the Account as Vision may deem advisable to protect Vision against any liability, tax or penalty under any applicable laws. The estate of any general partner who has died shall be liable, and each surviving general partner shall continue to be liable, to Vision for any Your Debt, debit balance or loss in the Account resulting from the completion of transactions initiated prior to receipt by Vision of such written notice or incurred in the liquidation of the account(s) or the adjustment of the interests of the respective parties.

**18. PENSION ACCOUNTS.** If your Account is a Keogh plan, pension and profit sharing trust, or other employee benefit plan (collectively, a "Plan") as defined by Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA"), the undersigned trustee or its authorized designee ("Trustee") acknowledges that the establishment of the Account and all transactions executed through the Account are subject to certain restrictions under Section 404(a) of ERISA, including the requirement that such transactions be prudent, that the investments be diversified, and that there are certain transactions which the Plan is prohibited from entering into under Section 406 of ERISA and Section 4975 of the Internal Revenue Code ("Code") regardless of whether such transactions are prudent. The Trustee further acknowledges that certain transactions if entered into by the Plan may result in the recognition of taxable income under Section 511 of the Code. The Trustee represents and warrants that, with respect to each transaction to be executed through the Account, the determination as to whether such transaction complies with the standards of Section 404(a) of ERISA will constitute a transaction prohibited under Section 406 of ERISA, or Section 4975 of the Code, or will result in the recognition of unrelated business taxable income, will be made either by the Trustee or by another person who has been determined by the Trustee to be either a fiduciary or an investment manager properly delegated the authority to make, or to advise the Plan as to, such determinations. The Trustee understands and agrees that if the Plan permits participant-directed investments pursuant to Section 404(c) of ERISA, in no event shall Vision have any responsibility or authority to make, or to advise the Plan, the Trustee or plan participants as to, such determinations. The Trustee understands and agrees that Vision is neither a fiduciary nor an investment manager with respect to the Plan as defined in Sections 3(21) and 3(38) of ERISA. Nevertheless, if, contrary to the expectations of the parties, it is determined that Vision is a fiduciary or investment manager, Vision's responsibility and authority in acting in such capacity shall be limited to performing Vision's obligations as specifically set forth herein, and Trustee represents and warrants that such allocation of fiduciary responsibility is authorized under the instrument that the Plan maintained in accordance with Section 402(c) of ERISA. By signing this agreement, the Trustee agrees to indemnify and hold harmless Vision for any liability which may be imposed on Vision, including but not limited to, Section 409 of ERISA or any tax which may be assessed against Vision under Section 4975 of the Code, any other damage or expense which may be suffered by Vision by reason of Vision being subject to the provisions of ERISA, and all costs and expenses (including attorneys' fees) incurred by Vision in defending against the foregoing. The foregoing provisions shall also

apply to any federal or state fiduciary law governing the investments of employee benefit plans which is supplementary to, or in lieu of, the specific provisions of ERISA referred to herein.

**19. NO WAIVER OR AMENDMENT; ADDITIONAL DOCUMENTATION.** No provision of this agreement may be waived or amended unless the waiver or amendment is in writing and signed by an authorized officer of Vision. No remedy, waiver or amendment of Vision's rights or privileges shall be implied from any course of dealing between you and Vision, or the failure of Vision to exercise any of its rights hereunder or insist on strict compliance with any obligation hereunder. Vision may modify or amend this agreement upon 30 days prior written notice to you, and your acceptance of such amendment or modification will be deemed effective by your continued use of the services of the Account. You understand that there may be additional documentation required by Governing Regulations or Vision's policies and procedures. You agree to promptly comply with any such requests for documents.

**20. BINDING EFFECT.** This agreement shall be continuous and shall govern, individually and collectively, all your Accounts opened or reopened with Vision or to the extent indicated herein, its affiliates, successors and assigns. This agreement shall inure to the benefit of Vision and its successors, assigns and affiliates, and shall be binding upon you and your estate, executors, administrators, legal representatives, successors and assigns. You ratify all transactions with Vision affected prior to the date of this agreement, and agree that your rights and obligations in respect thereto shall be governed by the terms of this agreement, which supersedes all other Customer agreements between Vision and you.

**21. TERMINATION.** This agreement may be terminated by either party at any time by giving written notice to the other party. Your Account shall be deemed closed and this agreement deemed terminated if the Account contains no Securities and other property for a period of 90 days. Termination shall not affect any transaction entered into and shall not relieve you of any obligation or liability incurred under this agreement prior to termination.

**22. RECORDING.** Subject to Governing Regulations, you agree that Vision, in its sole discretion, may record any telephone conversation between Vision and yourself or your agent. You hereby waive any right to object to the admissibility into evidence of such recordings in any legal proceeding between you or your agent and Vision. You agree that Vision may erase such recordings in accordance with its customary document retention policies. The rights conferred upon Vision in this paragraph extend to any third-party fiduciary with discretion over your Account.

**23. PROSPECTIVE CONSENT TO ASSIGNMENT OR TRANSFER OF ACCOUNT(S).** Vision may assign or transfer your Account to any of its successors or assigns without prior notice to you. You hereby consent to the assignment or transfer of your Account at any time hereafter from Vision to another broker, provided you receive a written notice of the assignment or transfer and have a reasonable opportunity to object. You may not transfer or assign your Account without the express written consent of Vision. Any assignment of your rights and obligations hereunder or interest in any property held by or through Vision without obtaining the prior written consent of Vision shall be null and void.

**24. DAMAGES.** THE PARTIES AGREE NOT TO SUE EACH OTHER FOR PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES IN A COURT OF LAW OR BEFORE ANY ARBITRATION PANEL EVEN IF APPLICABLE LAW OR THE ARBITRATION FORUM RULES ALLOW THE AWARD OF SUCH DAMAGES.

**25. ACCEPTANCE.** This agreement shall not be deemed to be accepted by Vision or become a binding contract between you and Vision until it is executed by an authorized officer of Vision.

**26. CORRESPONDENTS AND THIRD PARTY BENEFICIARIES.** If this Account is introduced by a Correspondent broker/dealer which clears its business through Vision, Vision's liability is strictly limited to matters related to the execution and recordkeeping of trades and Vision will not be responsible for the conduct, representations or recommendations of the Correspondent or its employees or agents. If Vision is carrying the Account for you as a clearing broker by arrangement with a Correspondent through whom your Account has been introduced to Vision, then until receipt from you of written notice to the contrary, Vision may accept from such Correspondent, without inquiry or investigation by Vision, **(a)** orders for the purchase or sale in the Account of Securities and other property on margin or otherwise, and **(b)** any other instructions concerning the Account. Vision shall not be responsible or liable for any acts or omissions of such Correspondent or its employees or agents. All rights of Vision under this agreement shall also be extended to any Correspondent or other third party that introduced this Account to Vision and to any securities broker/dealer with which Vision interacts in connection with your Account, each of which is expressly made a third party beneficiary of this agreement.

**27. FORCE MAJEURE.** Vision shall not be liable for any loss or delay caused or have any obligation to provide services to you or your Account, when and to the extent Vision is prevented from doing so, directly or indirectly, by war, natural disasters, government acts or restrictions, exchange or market rulings, suspension of trading, electronic or telephone failures, labor disputes, civil commotions, enemy actions, acts of terrorism or other conditions beyond the reasonable control of Vision.

## 28. ARBITRATION.

### Arbitration Disclosures:

This agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

**(a) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**

**(b) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is 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.

**Arbitration and Dispute Resolutions:**

The parties waive their rights to seek remedies in court, including the right to a trial by jury. You agree that all controversies or disputes, either arising in the future or in existence now, between you and Vision (including any of our officers, directors, members, employees, agents, parent, subsidiaries or affiliates) shall be resolved by arbitration. Such controversies or disputes, include, but are not limited to, those involving any transaction in any of your Accounts with Vision, or the construction, performance or breach of any agreement between us, whether entered into or occurring prior, on or subsequent to the date hereof.

Any arbitration claim made shall be submitted to the Financial Industry Regulatory Authority, Inc. or other self-regulatory organization (“SRO”) subject to the jurisdiction of the Securities and Exchange Commission of which Vision is a member. Such arbitrations shall be conducted pursuant to the arbitration rules of the applicable SRO. You may elect whether arbitration shall be by an exchange or SRO of which Vision is a member. If you fail to make such election by registered letter or overnight delivery by reputable courier addressed to Vision at the office where you maintain your Account before the expiration of five days after receipt of a written request from Vision to make such election, then Vision may make such election.

Judgment upon the award of arbitrators may be entered in any state or federal court having jurisdiction.

Nothing in this agreement shall be deemed to limit or waive the application of any relevant state or federal statute of limitation, repose, or other time bar.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) you are 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.

**29. SURVIVAL.** Sections 5, 6, 7, 8, 10, 15, 17, 18, 19, 21, 24, 26, 27, 28, 29, 30, 31, 32 and 33 shall survive the termination of this agreement.

**30. APPLICABLE LAW AND SEVERABILITY.** This agreement and its enforcement shall be governed by the laws of the State New York without reference to its conflict-of-laws principles. If any provisions hereof are invalid, illegal, void or enforceable by reason of any law, rule, administrative order or judicial decision, all other provisions shall remain in full force and effect.

**31. FORUM SELECTION, CONSENT TO JURISDICTION AND WAIVER OF JURY TRIAL.** You agree that all disputes and controversies between Vision, Correspondent who introduced you to Vision (if applicable) and its employees or agents, on the one hand, and you, on the other hand, arising under or related to this agreement, any related agreement, or your Account shall be litigated (including arbitration) only in a forum located in New York, New York, whether in a court of law or equity, or before an arbitration forum. Accordingly, you consent and submit to the personal jurisdiction of any state or federal court located within New York, New York. You agree to accept personal service of process in any such legal proceeding by registered or certified mail addressed to you at the address provided on the Customer Account Information Form (Form 1) or to such other address you subsequently provide to Vision in writing. You hereby irrevocably waive any defense, claim or right to transfer or change the venue of any such action or proceeding. Notwithstanding the foregoing, Vision may initiate any action to collect Customer Debts or any amounts due Vision in any state or jurisdiction where there is personal jurisdiction over you or where you may have property located. You waive trial of any matter by jury and consent to trial before a judge or other trier of fact.

**32. INDEMNIFICATION AND HOLD HARMLESS; PAYMENT OF VISION LITIGATION EXPENSES.** You agree to indemnify, defend and hold harmless Vision and its affiliates, and their respective officers, directors, managers, members, employees and agents (collectively, the “Vision Parties”) and the Correspondent who introduced you to Vision (if applicable), from and against any and all liabilities, losses, damages (including without limitation, incidental, consequential, punitive, special, indirect and special damages), claims (whether in contract or tort), costs and expenses, including without limitation, accountants’ and attorneys’ fees (both in-house and outside attorneys’ fees) incurred by any of the Vision Parties and such Correspondent arising out of or relating to this agreement, any related agreement or your Account, except to the extent caused directly by the gross negligence or willful misconduct of the Vision Party seeking indemnification. You also agree to indemnify, defend and hold harmless the Vision Parties and such Correspondent from and against any and all liabilities, losses, damages, costs and expenses, including without limitation, accountants’ and attorneys’ fees (both in-house and outside attorneys’ fees), incurred by any of the Vision Parties and/or such correspondent in enforcing any of the provisions of this agreement or any related agreement. If you initiate a legal action or proceeding against











