

Account # _____

Advisor # _____

INVESTMENT ADVISOR

Investment Advisor Firm (Agent) and Primary Contact:

Firm Name: _____ Primary Contact: _____

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PLEASE SELECT THE TYPE OF IRA YOU WANT (SELECT ONLY ONE TYPE OF ACCOUNT)

Cash Margin

TRADITIONAL IRA **ROTH IRA** **ROLLOVER IRA**

Simplified Employee Pension (SEP) IRA*

Savings Incentive Match Plan for Employees (SIMPLE) IRA* - You must attach a copy of IRS Form 5305-SA.

**Per IRS regulations, employers are responsible for maintaining a SEP/SIMPLE Adoption Agreement for their Plan, but these do not need to be sent to TD Ameritrade.*

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ACCOUNT OWNER: COMPLETE ALL INFORMATION BELOW FOR THE PRIMARY OR MINOR ACCOUNT OWNER

| | | |
|-------------------------------------|-------------------------|----------------|
| Name (First, Middle Initial, Last): | Social Security Number: | Date of Birth: |
|-------------------------------------|-------------------------|----------------|

Home Street Address (No PO Boxes):

| | | |
|-------|--------|-----------|
| City: | State: | ZIP Code: |
|-------|--------|-----------|

Mailing Address (If different from above):

| | | |
|-------|--------|-----------|
| City: | State: | ZIP Code: |
|-------|--------|-----------|

| | | |
|-----------------------|-------------------------|----------------|
| Primary Phone Number: | Secondary Phone Number: | Email Address: |
|-----------------------|-------------------------|----------------|

| | | |
|--------------------------|-------------|----------------|
| Driver's License Number: | Expiration: | State/Country: |
|--------------------------|-------------|----------------|

Please specify if you are: Unemployed Retired Homemaker Student Source of income (if retired or unemployed): _____

| | |
|--|-------------|
| Employer Name (If self-employed, please provide the name of your business and industry): | Occupation: |
|--|-------------|

Type of Business:

Employer Street Address:

| | | |
|-------|--------|-----------|
| City: | State: | ZIP Code: |
|-------|--------|-----------|

Are you a U.S. citizen or a U.S. permanent resident? Yes No. Country of citizenship: _____
 Non-U.S. citizens: Do you hold a current U.S. immigration visa? Yes No. Specify visa type: _____ Passport #: _____ Expiration: _____
 (Nonresident aliens must submit Form W-8BEN and a copy of current passport. If a U.S. address is listed, then attach a signed letter of instruction explaining why you have a U.S. address.)

Check here if you, a member of your immediate family, or any business associate is a senior political figure (SPF). Specify the name of the SPF, political title, relationship, to the Account Owner and country of office:

Check here if you are a director, 10% shareholder, or policy-making officer of a publicly traded company. Specify the company name, address, city and state:

Check here if you are licensed or employed by a registered broker/dealer securities exchange or member of a securities exchange. Specify the company name and include a compliance letter:



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CASH SWEEP VEHICLE CHOICES (SELECT ONLY ONE)

- TD Ameritrade FDIC Insured Deposit Account (IDA)
- TDAM New York Municipal Money Market Portfolio
Invests primarily in high-quality municipal securities that pay dividends that are exempt from federal, New York state and New York City income tax.
- TD Asset Management USA Funds (TDAM)**
- TDAM Municipal Portfolio
Invests primarily in high-quality municipal securities that pay dividends exempt from federal income tax.
- TDAM California Municipal Money Market Portfolio
Invests primarily in high-quality municipal securities that pay dividends that are exempt from federal and California state income taxes.

NOTE: If not specified, all credit balances will automatically be swept daily to the TD Ameritrade FDIC Insured Deposit Account. See the Client Agreement for a complete description of the Cash Sweep program. An investment in a money market mutual fund is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. Although a money market fund seeks to preserve the value of your investment at \$1 per share, it is possible to lose money by investing in a money market fund. Tax-exempt portfolios may pay dividends that are subject to the alternative minimum tax, and also may pay taxable dividends due to investments in taxable obligations. More complete information about the money market funds, including management fees and expenses, is contained in the prospectus, which can be obtained by calling your advisor. Please read the prospectus carefully before you invest or send money.

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DEATH BENEFICIARY INFORMATION*

| | | |
|-------------------------------------|--|----------------|
| Name (First, Middle Initial, Last): | Social Security Number: | Date of Birth: |
| Home Street Address (No PO Boxes): | | |
| City: | State: | ZIP Code: |
| Relationship: | Type of Beneficiary: <input type="checkbox"/> Primary <input type="checkbox"/> Contingent | Share %: |
| Name (First, Middle Initial, Last): | Social Security Number: | Date of Birth: |
| Home Street Address (No PO Boxes): | | |
| City: | State: | ZIP Code: |
| Relationship: | Type of Beneficiary: <input type="checkbox"/> Primary <input type="checkbox"/> Contingent | Share %: |
| Name (First, Middle Initial, Last): | Social Security Number: | Date of Birth: |
| Home Street Address (No PO Boxes): | | |
| City: | State: | ZIP Code: |
| Relationship: | Type of Beneficiary: <input type="checkbox"/> Primary <input type="checkbox"/> Contingent | Share %: |
| Name (First, Middle Initial, Last): | Social Security Number: | Date of Birth: |
| Home Street Address (No PO Boxes): | | |
| City: | State: | ZIP Code: |
| Relationship: | Type of Beneficiary: <input type="checkbox"/> Primary <input type="checkbox"/> Contingent | Share %: |
| Name (First, Middle Initial, Last): | Social Security Number: | Date of Birth: |
| Home Street Address (No PO Boxes): | | |
| City: | State: | ZIP Code: |
| Relationship: | Type of Beneficiary: <input type="checkbox"/> Primary <input type="checkbox"/> Contingent | Share %: |

This section should be reviewed if the residence of the account owner is located in a community property or marital property state, and the account owner is married and is not naming their spouse as sole primary beneficiary. Due to the important tax consequences of giving up one's community property interest, individuals signing this section should consult with a tax or legal advisor.

I am the spouse of the account owner. I consent to the named beneficiaries other than or in addition to myself. I assume full responsibility for any adverse consequences that may result. No tax or legal advice was given to me by the Custodian.

Signature of Spouse: _____ Date: _____

**PLEASE NOTE: Type of beneficiary is required. The total percentages for primary beneficiaries must equal 100%. The total percentages for contingent beneficiaries must equal 100%. If additional space is required, please attach a separate sheet with additional beneficiaries. I have attached a separate sheet with additional beneficiaries. Designated Beneficiary (student/child for whom account is established) cannot be named Death Beneficiary.*

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CUSTODY SERVICES, CONFIRMATION AND STATEMENT PREFERENCES

TD Ameritrade will provide my name to corporations whose securities I hold in my account for the purpose of additional corporate communications, unless I have checked here.

By providing your email address, you consent to receive electronic trade confirmations and statements. Account statements and trade confirmations detailing any purchase or sale of a security will be sent to the email address on record unless you choose to have them sent to the mailing address of record by checking below.

Monthly Paper Statements Paper Trade Confirmations

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ADVISOR AUTHORIZATION

Please initial to indicate your approval. (If joint account, both parties must initial.)

| | | |
|-----------|-----------|--|
| Initials: | Initials: | I hereby authorize the Agent listed above to execute trades in my account. (Limited Power of Attorney – see attached) |
| Initials: | Initials: | I hereby authorize TD Ameritrade to pay my Agent’s fee from my account as directed by my Agent. (Authorization to Pay Fees to Agent – see attached) |

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LIMITED POWER OF ATTORNEY

LIMITED TO PURCHASE AND SALE OF SECURITIES, INCLUDING THE TRADING OF OPTIONS, IF APPLICABLE.

By my initials in Section 6, and to the extent indicated herein, I hereby constitute and appoint the Advisory Firm or individual named herein as my agent and attorney-in-fact (“Agent”), to buy, sell and trade in stocks, bonds and any other securities and/or contracts relating to the same in accordance with the Client Agreement (incorporated by reference) applicable to this account held in my name, or number on your books, without notice to me. My Agent is authorized to effect such transactions in my account via any available medium, electronic access or otherwise, including but not limited to electronic access via personal computer or touch-tone phone.

If I have signed an options agreement, my Agent is specifically authorized to effect options transactions in my account, up to my approval level. I have received a copy of the booklet “Characteristics and Risks of Standardized Options.” I hereby agree to indemnify and hold harmless TD Ameritrade, Inc. (“TD Ameritrade”), its affiliates and their directors, officers, employees and agents from and against all claims, actions, costs and liabilities, including attorneys’ fees, arising out of or related to reliance on this authorization and to pay promptly on demand any and all losses arising there from or debit balance due thereon. In all such purchases, sales or trades, you are authorized to follow the instructions of my Agent in every respect concerning my account with you; and my Agent is authorized to act for me and on my behalf in the same manner and with the same force and effect as I might or could do with respect to such purchases, sales or trades, as well as with respect to all other things necessary or incidental to the furtherance or conduct of such purchases, sales or trades, including the delivery of securities or monies from the account in the Account Owner(s) name.

I hereby ratify and confirm any and all transactions with you heretofore or hereafter made by my Agent for my account. This authorization and indemnity is in addition to, and in no way limits or restricts, any rights which you may have under any other agreement or agreements between me and TD Ameritrade. If this is a fiduciary account, Account Owner(s) affirm(s) that this grant of limited trading authority has been conferred consistent with any fiduciary duties or powers of Account Owner(s).

This authorization is a continuing one and shall remain in full force and effect, and you shall have no duty of inquiry. I may change or revoke this authorization by a written notice addressed and delivered to TD Ameritrade. Until you receive such written revocation, you are entitled to act in reliance on this authorization and indemnity. Any revocation of this authorization shall have no effect on any liability which results from transactions initiated before you receive written notice of revocation. This authorization and indemnity shall inure to the benefit of your present firm and of any successor firm or firms, irrespective of any change or changes at any time in the personnel thereof for any causes whatsoever, and of the assigns of your present firm or any successor firms.

I have carefully read this power of attorney and indemnity and understand that it authorizes my Agent named herein to exercise rights and powers over my accounts as if I had exercised them myself and that my Agent’s actions and instructions with respect to my accounts are fully binding on me. I also understand and agree that TD Ameritrade has no duty or responsibility to monitor trading in my accounts by my Agent or notify me prior to accepting instructions. I understand that Agent will automatically receive duplicate confirmations and statements unless I request otherwise.

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AUTHORIZATION TO PAY FEES TO AGENT

By my initials in Section 6, and to the extent indicated herein, I hereby authorize TD Ameritrade, Inc. (“TD Ameritrade”) to pay Agent from my account the Agent’s management fees as invoiced by Agent. I also authorize TD Ameritrade to liquidate shares of any money market mutual fund I may hold in my account to the extent necessary to pay such fees. TD Ameritrade shall rely on Agent’s invoices and have no responsibility for the calculation or verification of fees.

I will indemnify and hold TD Ameritrade and its affiliates, directors, officers, employees, successors and assigns harmless from all losses, claims, damages, liabilities and costs, including attorneys’ fees, which TD Ameritrade may incur by relying upon representation of Agent or upon this authorization.

This authorization will remain in full force and effect until revoked by me by a written notice addressed and delivered to TD Ameritrade.

AGREEMENT — BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT:

I am establishing an Individual Retirement Account (IRA) Plan under the TD Ameritrade Clearing, Inc. (Custodian) Prototype Individual Retirement Plan and Custodial Agreement, which is incorporated by reference. I understand that the account is subject to rules and regulations of the United States Internal Revenue Service, and that the funding of the account may have significant tax and financial consequences. I accept responsibility for the information contained in this application and affirm such information is true and correct. I agree to indemnify and hold harmless TD Ameritrade and TD Ameritrade Clearing, Inc. from any and all liability and claims for damages resulting from any action taken pursuant to this Agreement.

I designate TD Ameritrade Clearing, Inc. as Custodian and make the following declaration: Having received and read the Custodial Agreement, I understand that the Custodian will invest and reinvest my account assets only with written direction from me or from a properly appointed investment manager. This document constitutes my authority to execute all trades for my IRA. Confirmations and statements will verify such instructions. All securities, dividends and proceeds will be held at TD Ameritrade Clearing, Inc. unless otherwise instructed.

For Individual (Contributory) IRAs: I direct TD Ameritrade Clearing, Inc. to maintain my deductible, rollover, and direct rollover contribution(s) in a Contributory IRA.

Under penalties of perjury, I certify (1) that the Social Security Number shown on this form is my correct taxpayer identification number, (2) that I am not subject to backup withholding and (3) that I am a U.S. person (including a resident alien); provided, however, if I am a nonresident alien as disclosed in this application, I do not certify that I am a U.S. person, and I understand that I must submit a Form W-8BEN. If I have been notified by the IRS that I am subject to backup withholding as a result of dividend or interest underreporting, I must cross out (2) in this certification.

If a nonresident alien, I declare that I have "earned income" actually and actively earned within the United States. "Earned income" does not include, among other things, money earned from property, interest or dividend income, or money received from a pension or annuity, as deferred compensation or as a deferred incentive award.

I understand this Designation of Beneficiary will be effective on the date received by the Custodian. This Designation of Beneficiary will remain in full force and effect until such time as the Custodian is in actual receipt of a written revocation or change of beneficiary signed by me and in such form and substance as the Custodian deems necessary. If I change the beneficiaries, all previously designated beneficiaries no longer have the right to receive benefits under this Agreement.

I acknowledge that I have received and read the "Client Agreement," available at www.advisorservices.com or by calling 866-268-3247, that will govern my account. I agree to be bound by the "Client Agreement," which may be amended from time to time and which is incorporated by this reference. I release and agree to indemnify and hold harmless TD Ameritrade Institutional ("TDAI") from any and all liability and claims for damages resulting from any action taken pursuant to this Agreement. By my signature below, I attest that I am of legal age to contract and that the information contained in this application is true and correct. I hereby request, subject to acceptance by TDAI, a margin account (or if otherwise indicated a cash account) be opened in the name(s) set forth below.

If I have requested an options account, I agree to be bound by the "Client Agreement" and any supplemental options agreements that will govern my account applicable to the trading of options contracts. I agree to abide by the rules of the listed options exchanges and the Options Clearing Corporation and will not violate current position and exercise limits. I am aware of the risks involved in options trading and represent that I am financially able to bear such risks and withstand options-trading losses.

All securities, dividends and proceeds will be held at TD Ameritrade Clearing, Inc. (the "Clearing Firm"), unless otherwise instructed.

I understand that TDAI may obtain a current consumer or credit report to determine my eligibility, or continuing eligibility, for credit or for other legitimate business purposes. Any decision by TDAI to extend credit may be based on information contained in a consumer or credit report, as well as the policies of TDAI and the Clearing Firm.

I understand that TDAI may relate information regarding this account, including account delinquency and voluntary closures, to consumer or credit-reporting agencies. Upon my request, TDAI shall inform me of each consumer or credit-reporting agency from which they have obtained and/or reported my consumer or credit report. TDAI agrees to notify the consumer or credit-reporting agencies if I dispute the completeness or accuracy of the information furnished by TDAI. By my signature below, I authorize TDAI to obtain consumer or credit reports for the name(s) set forth below.

Unless specified otherwise, I understand that non-deposit investments purchased through TDAI are not insured by the Federal Deposit Insurance Corporation (FDIC), are not obligations of or guaranteed by any financial institution and are subject to investment risk and loss that may exceed the principal invested.

Important information about procedures for opening a new account: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also utilize a third-party information provider for verification purposes and/or ask for a copy of your driver's license or other identifying documents.

This application provides for the deposit of funds or securities into the account. I understand that the funding of this account is subject to the rules and regulations of the United States Internal Revenue Service and that my failure to abide by such rules and regulations may have important and possibly irrevocable tax and financial consequences. I attest that the funding information provided is true and correct, authorize TD Ameritrade Clearing, Inc. to deposit the funds or securities according to the funding instructions, and assume full responsibility for this funding transaction. I release and agree to indemnify and hold harmless TD Ameritrade Clearing, Inc. from any and all liability and claims for damages from any adverse consequences that may result.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

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

The Client Agreement applicable to this brokerage account agreement contains predispute arbitration clauses. By signing this agreement, the parties agree to be bound by the terms of the agreement, including the arbitration agreement located in section 12 of the Client Agreement.

Account Owner Signature: _____ Date: _____

Please include the following documents with this application:

- ✓ A certified copy of the decedent's death certificate.
- ✓ If this account is being transferred from another institution, please include a copy of a recent account statement and a transfer form.
- ✓ If you are the spouse, you may include an IRA application in order to roll the assets into your own IRA. This option is not available for a non-spouse beneficiary.
- ✓ If the decedent was required to take a minimum distribution, please provide an IRA Distribution Form.
- ✓ Please include the decedent's IRA/QRP beneficiary page.

TD Ameritrade Institutional
4075 Sorrento Valley Blvd., Suite A
San Diego, CA 92121

TDAI 1468 REV.10/10

Investment Products: Not FDIC Insured * No Bank Guarantee * May Lose Value

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