



# COMMUNITY PROPERTY ACCOUNT AGREEMENT

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

We certify that we are husband and wife and are legal residents of the State of \_\_\_\_\_.

In consideration of opening our Community Property Account with you, we jointly and severally agree to the following conditions:

We agree that each of us shall have authority on behalf of the Community Property Account to buy, sell (including short sales), and otherwise deal in, through you as broker, stocks, bonds and other securities and commodities, on margin or otherwise; to receive on behalf of the Community Property Account demands, notices, confirmations, reports, statements of account and communications of every kind; to receive on behalf of the Community Property Account money, securities and property of every kind and to dispose of same; to make on behalf of the Community Property Account agreements relating to any of the foregoing matters and to terminate or modify same or waive any of the provisions thereof; and generally to deal with you on behalf of the Community Property Account as fully and completely as if one alone were interested in said account, all without notice to the other or others interested in said account. You are authorized to follow the instructions of any of the undersigned in every respect concerning the Community Property Account and to make deliveries to any of the undersigned, or upon his instructions, of any or all securities in the Community Property Account, and to make payments to any of the undersigned, or upon his order, of any or all monies at any time or from time to time in the Community Property Account as he may order and direct, even if such deliveries and/or payments shall be made to him personally, and not for the Community Property Account. In the event of any such deliveries of securities or payments of monies to any of the undersigned as aforesaid, you shall be under no duty or obligation to inquire into the purpose or propriety of any such demand for delivery of securities or payment of monies and you shall not be bound to see to the application or disposition of the said securities and/or monies so delivered or paid to any of the undersigned or upon his order. The authority hereby conferred shall remain in force until written notice of the revocation addressed to you is received by you.

Our liability with respect to said account shall be joint and several. We further agree that all property you may at any time be holding or carrying for one or more of the undersigned shall be subject to a lien in your favor for the discharge of the obligations of the joint account to you, such lien to be in addition and not in substitution of the rights and remedies you otherwise would have, and further agree jointly and severally to indemnify and hold you harmless with respect to any liability (including counsel fees) which may be incurred by you to either of the undersigned or to their heirs or personal representatives for acting pursuant to the authority granted herein.

You shall title all property placed in the account and the proceeds thereof as community property; such designation is intended only for the convenience of the parties and is not in any way intended to change the substantive status of the ownership of the property or the proceeds thereof. You are authorized to receive into the Account any funds, securities, or other property delivered to you by or for either of us without delineation as to actual ownership of the property.

It is further agreed that in the event of the death of either or any of the undersigned, the survivor or survivors shall immediately give you written notice thereof, and you may, before or after receiving such notice, take such proceeding, require such papers and inheritance or estate tax waivers, retain such portion and/or restrict transactions in the account as you may deem advisable to protect you against any tax, liability, penalty or loss under any present or future laws or otherwise. The estate of any of the undersigned who shall have died shall be liable and each survivor shall continue liable jointly and severally, to you for any net debit balance or loss in said account in any way resulting from the completion of transactions initiated prior to the receipt by you of the written notice of the death of the decedent or incurred in the liquidation of the account or the adjustment of the interests of the respective parties.

We understand that you have entered into a fully disclosed clearing agreement with Apex Clearing Corporation ("Clearing Firm") pursuant to which Clearing Firm may perform certain transaction processing, clearing, custodial, and financing functions for you with respect to the Account. We understand that Clearing Firm does not control, audit, or otherwise supervise your activities, does not verify information we provide to you regarding the Account or transactions processed for the Account, and does not undertake responsibility for reviewing the appropriateness of transactions entered by you on our behalf. We agree that you are not an agent of Clearing Firm, that Clearing Firm is not your agent, and that we will in no way hold Clearing Firm, or its officers, directors, employees and agents liable for any trading losses that we may incur. We agree that Clearing Firm is a beneficiary of our representations, warranties, acknowledgments, and covenants in this agreement (including, without limitation, our authorizations, indemnifications, waivers, and releases) to the same extent as if they were made directly by us to Clearing Firm. And we agree that Clearing Firm, in its own name and for its own benefit, shall be entitled to exercise and enforce directly against us such provisions and all other rights granted to you.

Subject to the provisions hereof, all notices or communications for the undersigned in respect of the Community Property Account are to be directed to:

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

This document is not subject to any oral modification; the signing of this agreement revokes any and all other Community Property Account Agreements made with you or any of your predecessors, successors or assigns, and is binding upon each of our heirs, successors and assigns, and continues until revoked by any party.

Customer Signature

Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_