

# Club Account Agreement

- Complete all sections, sign and return.

Account Number(s)

Account Title:

Advisor (if applicable):

The undersigned hereby represent and warrant to J.P. Morgan Clearing Corp. (together with its affiliates and subsidiaries, "JP Morgan" or "you") that they are all the members of a Club known as:

\_\_\_\_\_  
(Name of Club)

and hereinafter called the "Club," and the undersigned hereby authorize JP Morgan to open a securities account for the Club, to be known as the account title specified above (the "Account").

\_\_\_\_\_  
(Name of Agent(s) and Attorney(s)-In-Fact)

is/are hereby appointed the agent(s)

as any other securities in said Account in the accordance with your terms and conditions. You may conclusively assume that all action taken and instructions given by said agent(s) and attorney(s)-in-fact have been properly taken or given pursuant to authority vested in such agent and attorney-in-fact by all of the members of the Club. You are authorized to follow the instructions of the said agent and attorney-in-fact in every respect concerning said Account, and to make delivery of securities and payment of monies to him/her or as he/she may order and direct and to send to him/her all reports, confirmations and statements relating to the account. The said agent and attorney-in-fact is hereby authorized to execute and deliver on behalf of the Club and its members your Customer Agreement, stock loan agreement, option agreement and any other agreements you may require, and to act for the undersigned in every respect concerning said Account and to do all other things necessary or incidental to the conduct of said Account. The undersigned, jointly and severally agree to indemnify and hold you, your controlling persons, successor and assigns harmless from and to pay promptly on demand any debit balance in said Account. The undersigned agree that if new members are admitted to the Club, the undersigned will cause such new members to adopt and be bound by this authorization and indemnity.

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 you and the undersigned, or any of them, now existing or hereafter entered into, and is binding on the undersigned and their legal representatives, successors and assigns. This authorization and indemnity is also a continuing one and shall remain in full force and effect until revoked by a written notice, addressed to J.P. Morgan Clearing Corp., 383 Madison Avenue, New York, New York 10179, Attn: Chief Legal Officer,

signed by any \_\_\_\_\_ members of the Club.  
(Fill in Number)

No such revocation shall affect any liability arising out of any transaction initiated prior to receipt of such revocation.

It is further agreed that in the event of the death of any of the undersigned, the survivors shall immediately give you written notice thereof, and you may, before or after receiving such notice, take such proceeding, require such papers, retain such portion of Account assets and/or restrict transactions in the Account as you may deem advisable to protect you against any liability, tax, or penalty 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 to be jointly and severally liable, to you for any net debit balance or loss in said Account 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 interest of the respective parties.

This authorization and indemnity shall inure to the benefit of your present firm and its controlling persons, successor and assigns in business, irrespective of any change or changes of any kind in the personnel thereof for any cause whatsoever. Because J.P. Morgan Clearing Corp. may be acting as clearing agent for a correspondent broker-dealer, all references herein to you shall be deemed references to both JP Morgan and the undersigned's broker-dealer.

Dated \_\_\_\_\_, 20 \_\_\_\_  
Insert Date

X \_\_\_\_\_  
Signature of Agent and Attorney-In-Fact

\_\_\_\_\_  
(Typed or Printed Name) (Title)

X \_\_\_\_\_  
Signature of Agent and Attorney-In-Fact

\_\_\_\_\_  
(Typed or Printed Name) (Title)

Continue to Next Page

**ALL CLUB MEMBERS MUST SIGN. IF ADDITIONAL SIGNATURES ARE REQUIRED PLEASE ATTACH A SECOND SHEET**

X	_____	_____	_____	_____
Signature	Street Address	Date		
(Typed or Printed Name)	City	State	Zip	Witness
X	_____	_____	_____	_____
Signature	Street Address	Date		
(Typed or Printed Name)	City	State	Zip	Witness
X	_____	_____	_____	_____
Signature	Street Address	Date		
(Typed or Printed Name)	City	State	Zip	Witness
X	_____	_____	_____	_____
Signature	Street Address	Date		
(Typed or Printed Name)	City	State	Zip	Witness
X	_____	_____	_____	_____
Signature	Street Address	Date		
(Typed or Printed Name)	City	State	Zip	Witness
X	_____	_____	_____	_____
Signature	Street Address	Date		
(Typed or Printed Name)	City	State	Zip	Witness
X	_____	_____	_____	_____
Signature	Street Address	Date		
(Typed or Printed Name)	City	State	Zip	Witness
X	_____	_____	_____	_____
Signature	Street Address	Date		
(Typed or Printed Name)	City	State	Zip	Witness