

# ACKNOWLEDGEMENT PAGE

**MARGIN ACCOUNT**

INITIAL THIS BOX IF YOU HAVE OR WANT A MARGIN ACCOUNT.

**Margin Account** - If you would like a margin account, please read the paragraph below and initial the box. If not, please skip to the next paragraph.

If I initial in the box to the right, you are hereby specifically authorized to lend, either separately or with other securities, to either yourself as broker or to others, any securities held by you on margin or as collateral for my/our accounts or as collateral therefore, or maintain a margin account. This agreement shall continue until signed notice of revocation is received by or from me and, in case of such revocation, it shall continue in effect as to transactions entered into prior thereto. By signing this agreement I acknowledge that my securities may be loaned to you or loaned out to others.

**\*\*INITIAL THIS BOX IF YOU HAVE OR WANT A MARGIN ACCOUNT. →**

**INITIALS**

Paragraph 19 of the Customer Agreement relates to margin accounts, and the lending agreement only becomes operative when transactions are effected on a general/margin account basis.

**TAX CERTIFICATION (substitute W-9): Under penalties of perjury, by signing below I certify that:**

- 1.) The number shown below on this form is my correct tax identification number (or I am waiting for a number to be issued to me); and
- 2.) I am not subject to backup withholding because (a) I am exempt from backup withholding, (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all dividends or interest, or (c) the Internal Revenue Service has notified me that I am no longer subject to backup withholding.
- 3.) I am a U.S. person (including a U.S. resident alien)

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

Account Number							
	OFF	NUMBER	CASH	CK	MARGIN	CK	AE

I understand that I must cross out item (2) above if I am currently subject to backup withholding because of under-reporting of dividends and interest on my tax return.

**ALL INFORMATION BELOW THIS LINE MUST BE FILLED IN.**

The following is the applicants

- Social Security No.
- Tax Identification No.

PLEASE PRINT BELOW THE NAME BELONGING TO SS # OR TAX I.D. # WHICH IS PROVIDED ON THE LEFT.

All communications for this account are to be mailed to:

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Country \_\_\_\_\_

X  
 Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_  
 X  
 Co-applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**ALL boxed areas must be filled in.**

**Must be completed for "entity" accounts only (Corporate, Sole Proprietorship, Partnership, Investment Club, Trust)**

Is this account for a foreign shell bank?  yes  no If yes, please list agent for service of process: \_\_\_\_\_

If your entity is a Corporation or Partnership...  
 does it offer services to a shell bank?  yes  no  
 does it offer services to a foreign bank?  yes  no

If you answered YES to any of the above questions, you'll need to complete a Certification Regarding Correspondent Accounts. Call 1-800-myTrack to request this form.

**Must be completed for Partnership Accounts only:**

The Partnership is formed to engage in the business of \_\_\_\_\_ and represents that it  IS  IS NOT (check one) a commodity pool operator.

**Authorization to Earn Interest on Funds Awaiting Investment.** This is to confirm my intention to reinvest cash balances held by you in my name, and I further confirm that this cash credit balance is being maintained with you solely for the purpose of reinvestment. I understand that cash balances of up to \$100,000 are protected by the Securities Investor Protection Corporation (SIPC), but that SIPC is not available for funds maintained solely for the purpose of earning interest.

**Disclosure to Issuers.** Under rule 14b-1(c) of the Securities Exchange Act of 1934, Penson is required to disclose to an issuer the name, address, and securities position of its customers who are beneficial owners of that issuer's securities unless the customer objects. Unless the Customer notifies Penson of such objection by initialing the statement below, Penson will make such disclosures to issuers. I object to the disclosure of such information. \_\_\_\_\_

I agree to promptly satisfy all margin and maintenance calls and understand and acknowledge that debit balances in all of my account(s) shall be charged with interest as required by all applicable statutes, rules, regulations, and procedures or as deemed necessary by Penson Financial Services, Inc. I understand that I am liable for payment upon demand of any obligations owed relating to my account and that my margin account can and may be liquidated at any time in order to meet margin requirements without demand or notice to me. I acknowledge that I have read and agree to be bound by all terms and provisions set forth in the Customer and Margin Agreements, which can be found at [www.trackdatasecurities.com/Penson/agreement.htm](http://www.trackdatasecurities.com/Penson/agreement.htm), and those set forth in the "Disclosure" section located at [www.trackdatasecurities.com/disclosures.htm](http://www.trackdatasecurities.com/disclosures.htm), including the Margin Disclosure Statement and the Penson Financial Services, Inc. and Track Data Securities' Privacy Policy statement. I understand that the company may unilaterally change the terms and conditions of the customer agreement at any time by posting such terms or conditions on our web site located at [www.trackdatasecurities.com](http://www.trackdatasecurities.com). Continued use of Track Data Securities after such notice will constitute acknowledgment and acceptance of the revised terms and conditions. Please note that confirmations are available online in lieu of US mail.

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

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

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

Please Sign HERE

x \_\_\_\_\_ Date \_\_\_\_\_

x \_\_\_\_\_ Date \_\_\_\_\_

Applicant's Signature Co-applicant's Signature

**Please ensure that the Applicant and Co-applicant have each signed twice (once in each designated area).**