

# Beneficiary Informational Data Form

## INSTRUCTIONS

Please complete this application and sign in Section 10 if you are a beneficiary who is initiating disbursement(s) from a deceased Waterhouse Securities, Inc. Retirement Plan Account Holder.

**This form must be returned with Notary's Signature and Raised Seal.**

### *Waterhouse National Bank, Custodian of the Retirement Plan Account of:*

**1. Beneficiary's Full Name**

Please Print

**2. Decedent's Name**

Please Print

**3. Decedent's Waterhouse Account Number**

**4. Type of Account**

Traditional     Roth IRA     Qualified Plan

**5. Mailing Address**

Home     P.O. Box     Business

Home Address (Must complete even if you use P.O. Box)

City/State/Zip Code

P.O. Box Number

City/State/Zip Code

**6. Relationship to Deceased**

Please Print

If Spouse, please indicate your Waterhouse Securities, Inc. IRA Account Number if established.

**7. Date of Birth**

**8. Social Security Number or Estate/Trust Tax Identification Number** (only if Beneficiary is the Estate/Trust)

**9. Telephone Number**

Home

Business

**10. Signature**

Date (form must be received within 30 days of signature)

Date

**11. Notary's Signature, Stamp & Seal**

Notary's Signature

Notary's Stamp

**12. Retirement Plan Approval Signature**

Signature

Date

# CUSTOMER AGREEMENT

In consideration of Waterhouse Securities, Inc. (WSI) and National Investor Services Corp. (NISC)(Collectively "you") accepting and carrying for me one or more accounts, I hereby understand and agree that:

**1. Legal Capacity to Enter Into Agreements** – I am at least the age of 18 years and am of full legal age in the state in which I reside. If I am an employee, member or partner of any security exchange or member firm thereof, of any corporation a majority of the stock of which is owned by any exchange or a broker/dealer I have so indicated on the account application. I also agree to notify you promptly if I should later become employed in any of the capacities cited above.

**2. Definitions – Applicable Rules and Regulations** – The terms "securities", "options", or "other property", as used herein, shall include money, securities and commodities of every kind and nature and all contracts and options relating thereto. All transactions shall be subject to the rules, customs and usages of the exchange, market or clearing house where executed, and to all applicable federal and state laws and regulations.

**3. Orders, Executions and Statements** – Reports of the execution of orders and statements of my account shall be deemed accepted by me if you have not received written objections from me within five days with respect to the former and ten days with respect to the latter after transmitted by you to me. You may execute any transaction authorized by me on any exchange or other market where such business is then transacted. You may reject any order I place with you in your sole discretion. I understand that you reserve the right to refuse, and assume no responsibility for, orders sent through the mail for the purchase or sale of securities or other investments. I also understand that if I request the transfer or registration of foreign securities, I may be responsible for any transfer fees charged to you.

I understand that you direct customer orders in equity securities to exchanges and market makers based on an analysis of their ability to provide rapid and quality executions. These market participants guarantee that all customer orders are executed at a price equal to or better than the displayed national best bid/best offer. Your policy also assures that these market participants provide your customer orders with price improvement and limit order protection. I further understand that you may receive remuneration for directing customer orders to these market participants, the source and amount of which is available upon written request.

**4. Deposit of Equity – Consent to Recording** – I understand that you reserve the right to require full payment or an acceptable equity deposit prior to the acceptance of any order. I understand that you may tape record telephone conversations with customers in order to permit you to verify data concerning securities transactions.

**5. Payment of Indebtedness Upon Demand** – I shall at all times be liable for the payment upon demand of any debit balance or other obligations owing in any of my accounts with you; and, I shall be liable to you for any deficiency remaining in any such accounts in the event of the liquidation thereof, in whole or in part, by you or by me, and, I shall make payments of such obligations and indebtedness upon demand.

**6. Funds Availability** – I understand that available credit balances in my Brokerage Account will be automatically swept on a daily basis to the money market vehicle of my choice ("Designated Sweep Account"). The proceeds of any checks which I deposit to my Brokerage Account will be swept to the Designated Sweep Account on the third business day after receipt by WSI and will begin earning dividends or interest on that day. I understand that access to such funds may be withheld for up to 10 calendar days to assure that such checks have not been returned unpaid.

**7. Security for Indebtedness** – All securities and other property whatsoever which you may hold, carry or maintain for any purpose, in or for any of my accounts, whether individually or jointly held with others, are subject to a lien in your favor for the discharge of all the indebtedness of me to you, and I hereby grant to you a continuing lien, security interest and right of set-off in all such property and securities whether now owned by me or hereafter acquired. You may hold securities and other property as security for the payment of any liability or indebtedness of me to you, and you shall have the right to transfer such securities and other property in any of my accounts from or to any other of my accounts, when in your judgement such transfer may be necessary for your protection. In enforcing your lien you shall have the right to sell, assign, and deliver all or any part of the securities or other property in any of my accounts when you deem it necessary for your protection. You reserve the right to close transactions in my account if you believe there is inadequate security for my obligation or upon an event which in your opinion jeopardizes my account. You shall have all rights of a secured party under the Uniform Commercial Code.

**8. Costs of Collection** – The reasonable costs of collection of the debit balance and any unpaid deficiency in my accounts, including attorney's fees incurred by you, shall be paid or reimbursed by me to you.

## **9. Agreement To Arbitrate Controversies** –

- **Arbitration is final and binding on the parties.**
- **The parties are waiving their right to seek remedies in court, including the right to jury trial.**
- **Pre-arbitration discovery is generally more limited than and different from court proceedings.**
- **The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.**
- **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**

**I agree that any controversy relating to any of my accounts or any agreement that I have with you will be submitted to arbitration conducted only under the provisions of the Constitution and Rules of the New York Stock Exchange, Inc. or pursuant to the code of the Arbitration of the National Association of Securities Dealers, Inc. Arbitration must be initiated by service upon the other party of a written demand for arbitration or notice of intention to arbitrate. Judgement, upon any award rendered by the arbitrator, may be entered in any court having jurisdiction. 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) the customer is 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.**

**10. The Laws of New York Govern** – This agreement and its enforcement shall be governed **BY THE LAWS OF THE STATE OF NEW YORK**; shall cover individually and collectively all accounts (Cash, Margin, Option or other) which I may open or reopen with you; and shall inure to the benefit of your successors, whether by merger, consolidation or otherwise, and assigns and you may transfer my accounts and my agreements to your successors and assigns, and this Agreement shall be binding upon my heirs, executors, administrators, successors and assigns.

**11. Losses Due to Extraordinary Events** – You shall not be liable for loss caused directly or indirectly by war, natural disasters, government restrictions, exchange or market rulings or other conditions beyond your control.

**12. Joint and Several Liability** – If there is more than one owner of the account, then obligations under this agreement shall be joint and several.

**13. Separation of Provisions** – If any provision or condition of this agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulating agency or body, such invalidity or unenforceability shall attach only to such provisions or condition. The validity of the remaining provisions and conditions shall not be affected thereby, and this agreement shall be carried out as if such invalid or unenforceable provision or condition were not contained herein.

**14. Presumption of Receipt of Communications** – Communications may be sent to me at my address given in the New Account Application as a mailing address, or at such other address as I may hereafter give you in writing and all communication so sent, whether by mail, telegraph, messenger, or otherwise, shall be considered delivered to me personally, whether actually received or not.

**15. SEC Rule 14b - 1(c) - Communication Between Companies and Shareholders** – You will release my name, address, and security positions to requesting companies in which I own shares that are held in my account, unless I notify you in writing that I object.

**16. Credit Information** – I authorize you to make inquiries for the purpose of verifying my creditworthiness and to provide information regarding my performance under this agreement to credit reporting agencies and to your affiliates. I understand that, upon my request, you will tell me whether a credit report was requested and provide the name and address of the agency that furnished it.

**17. Advice and Recommendations** – I acknowledge that you do not provide legal or tax advice, and will not advise me concerning the nature, potential value or suitability of any unsolicited security transaction or investment strategy and I hereby agree to hold you harmless from any liability, financial or otherwise, as a result of any losses I may suffer with respect to such transaction or strategy.

I understand that any alteration to this Agreement will be ineffective to relieve me of my obligations hereunder.