

## HERRAND ASSOCIATES' APPLICATION FORM

### CHOOSE YOUR TYPE OF ACCOUNT

Individual Account Holder
  Joint Account Holder
  Corporate Account Holder

Corporate Name (if applicable)

### INDIVIDUAL ACCOUNT HOLDER INFORMATION

First Name  Last Name

Date of Birth (mm/dd/yyyy)  Place of Birth  Marital Status  No. of Dependent(s)

Nationality  Address  City  Country

Postal Code  Occupation  Year(s) Employed  Employer's Name

Home Telephone  Work Telephone  Mobile Number

Fax Alt.  E-mail Address  Alt. E-mail Address

### JOINT ACCOUNT HOLDER INFORMATION

First Name  Last Name

Date of Birth (mm/dd/yyyy)  Place of Birth  Marital Status  No. of Dependent(s)

Nationality  Address  City  Country

Postal Code  Occupation  Year(s) Employed  Employer's Name

Home Telephone  Work Telephone  Mobile Number

Fax Alt.  E-mail Address  Alt. E-mail Address

**FINANCIAL INFORMATION****Annual Income**

- \$25,000-\$49,000  
 \$50,000-\$99,000  
 \$100,000-\$249,000  
 \$250,000-\$499,000  
 \$500,000-\$999,000  
 Over \$1,000,000

**Liquid Net Worth**

- \$25,000-\$49,000  
 \$50,000-\$99,000  
 \$100,000-\$249,000  
 \$250,000-\$499,000  
 \$500,000-\$999,000  
 Over \$1,000,000

**Total Net Worth**

- \$25,000-\$49,000  
 \$50,000-\$99,000  
 \$100,000-\$249,000  
 \$250,000-\$499,000  
 \$500,000-\$999,000  
 Over \$1,000,000

**INVESTMENT EXPERIENCE****Futures**

- Yes  
 No

**Commodities**

- Yes  
 No

**Stocks/ Bonds**

- Yes  
 No

Other:

**FINANCIAL OBJECTIVES** Income Growth Trading & Speculating Other:

I/We represent(s) that the foregoing information is true and correct, and will notify Herrand Associates of any material changes. Herrand Associates reserves the right, but has no duty, to verify the accuracy of information provided, and to contact such bankers.

**Individual Account Holder Signature**

Date (mm/dd/yyyy)

**Joint Account Holder Signature**

Date (mm/dd/yyyy)

## Online Application Terms of Agreement

By opening an account or accounts at Herrand Associates (“Herrand Associates”, “we”, “our” or “us”), you acknowledge and represent that you have read and understand the Herrand Associates (the “Agreement”) below and agree to be bound by its terms. This Agreement governs each account that you open or request to be opened with us (each “Account”).

- 1. Legal Capacity to Enter Into Agreements.** You are of full legal age in the jurisdiction in which you reside and have the capacity to enter into this Agreement.
- 2. Accuracy of New Account Application and Credit Information.** The information that you have provided us is current, accurate, truthful and complete. No one except the person(s) listed on the Account Application (Application) has an interest in the Account being applied for. You agree to provide us with an updated Application promptly upon any material changes in any such information.
- 3. Account Types.** You understand that you are responsible for selecting the Account type (e.g. single or joint), that is appropriate for your needs and circumstances.
- 4. Identity Verification for Anti-Money Laundering Purposes.** We are required by law to verify the identity of each account owner. Herrand Associates may ask you to provide various identification documents in opening an Account.
- 5. Amendment.** You shall be entitled to modify or change the terms of this Agreement, in whole or in part, with advance notice on your website or via electronic mail or in writing. Reference to these “Terms and Conditions” and to any particular condition, in these “Terms and Conditions” shall be interpreted to mean these Terms and Conditions or that particular condition respectively, as changed from time to time in accordance herewith. Information by regular mail, statement of account messages, electronic mail, website information, courier delivery and/or other alternative modes of communication shall be considered sufficient notice. And my failure to manifest or register my objection to the change(s) in writing within ten (10) days from receipt of the notice or knowledge of the change(s) shall be deemed to constitute acceptance of such changes.
- 6. Fees, Commissions and Account Minimums.** You agree to pay the commissions, charges, taxes or other fees as applicable to the type of transactions and services you receive.
- 7. Purchases and Sales.** To execute purchase orders, we generally require that your Account contain available funds equal to or greater than the purchase price of the securities. To execute sell orders, we generally require that securities belong in your Account in good deliverable form. You agree that any purchase or sell order accepted (inadvertently or otherwise) by us without sufficient funds or negotiable certificates, respectively, in your Account, will be subject to liquidation in the case of a purchase order, or buy-in in the case of a sell order, at your expense. In the event full funds are not available in your Account when a purchase order is executed, you promise to pay the full amount due via wire transfer or certified or personal check on or before the settlement date for the purchase. In the event a sale order is executed and the securities sold are not in your Account, you promise to deliver all securities sold, on or before settlement date. If such funds or securities are not received on or before the settlement date, we may liquidate your Account and you will be liable for any resulting losses and all associated costs that we incur.
- 8. Orders, Executions and Account Statements.** We may execute any transaction authorized by you on any market (public or private) where such business is transacted. You understand that we do not provide you with direct access to the marketplace. You understand, whether you place an order you will receive the price at which the order is quoted to you. However, particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace, or the placement of large orders, the execution price you receive may differ from the quote published at the time of order entry, and you may receive partial executions at different prices.
- 9. Late and Corrected Reports.** We may receive late reports regarding the status of order from various marketplaces. Accordingly, you may then receive late reports. You may also receive reports correcting a previous report, including errors in execution prices or quantities.
- 10. Cancellation and Modification Requests.** You acknowledge that it may not be possible to cancel or modify an order. Any attempt to cancel or modify an order is simply a request to cancel or modify. We are not liable to you if we are unable to cancel or modify an order. You understand and agree that, if an order cannot be canceled or modified, you are bound by any execution of the original order.
- 11. Payment of Obligations upon Demand.** You will be liable to Herrand Associates for the payment for all trades and debit balances owing in your Account. You agree that all orders for the purchase of securities for your Account shall be processed and/or executed with the understanding that an actual purchase is intended and it is your intention and obligation in every case to pay for any purchase.
- 12. Security for Indebtedness.** All securities, options, credit balances, assets and other property, which we may maintain in or for your Account or otherwise, whether individually or jointly held with others, whether now owned or hereafter acquired, and any proceeds or distributions therefore (collectively, “Collateral”), shall be subject to a lien in our favor for the discharge of all Obligations. You hereby appoint us as your true and lawful agent and attorney-in-fact, with full power to act in your name and on your behalf, with respect to the execution of all instruments and the taking of all action necessary or desirable to effectuate the rights and remedies provided in this Agreement.
- 13. Events of Default.** The following shall constitute an “Event of Default”: (a) You fail to make payment as and when required pursuant to this Agreement; (b) Any representation or warranty made by you shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated; (c) You state that you will not perform any of the Obligations under this Agreement; (e) You default in the performance of any Obligation to us under any agreement now or hereafter entered into.
- 14. Remedies.** Upon the occurrence of any Event of Default, we may, in our sole and absolute discretion and without notice to you: (a) cancel or otherwise liquidate your Account and any position therein or transaction in your Account; (b) setoff any Obligation owing by us to you against any Obligation of yours, or against any Collateral; (c) satisfy any Obligation of yours to us.
- 15. No Solicitation.** Our Web site shall not be considered a solicitation for or offering of any investment product or service to any person in any jurisdiction where such solicitation or offering would be illegal.
- 16. Consent to Monitoring and Recording.** You understand that we may, in our sole and absolute discretion, monitor or tape record telephone conversations with you, and you consent to such monitoring or recording. We are not required to record all telephone conversations and do not guarantee that recordings of any particular telephone conversation will be retained or are capable of being retrieved. You acknowledge that we do not accept orders left on voicemail and you agree not to leave any instructions for us on voicemail to enter a securities transaction for you.

**17. E-mail and Electronic Communications.** All e-mail sent to and from us is subject to monitoring, review by or disclosure to someone other than your intended recipient. You acknowledge that there may be delays in e-mail being received by your intended recipient. You agree to hold us harmless for any delay in e-mail delivery regardless of whether the delay was caused by us or a third party.

**18. Applicable Rules and Regulations.** You acknowledge that this Agreement and all orders and transactions executed in your Account shall be subject to all applicable rules, regulations, customs, usages, rulings and interpretations of the markets where such transactions are executed.

**19. Assignment.** This Agreement and its enforcement shall cover individually and collectively all of your Account(s) which you may open or reopen with us; shall inure to the benefit of our successors and assigns, whether by merger, consolidation or otherwise; and shall be binding upon your heirs, executors, administrators, successors, and personal representatives, together with all other persons claiming any legal or beneficial interest through you or in your Account(s). You may not assign the rights and duties hereunder without first obtaining our prior written consent. We may assign our rights and duties under this Agreement and may transfer your Account and this Agreement to our successors and any affiliated assigns without notice, or to any other entity with prior notice to you.

**20. Entire Agreement and Severability.** This Agreement, any attachments hereto, and the terms and conditions contained in statements and confirmations, contain the entire agreement between the parties with respect to the subject matter hereof. 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 provision shall be deemed modified, or, if necessary, rescinded in order to comply with the relevant court, or regulatory or self-regulatory agency or body. 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 was not contained herein.

**21. Notices.** Herrand Associates will send all notices and other communications relating to your Account to the electronic mail address that you specified on your Account Application. Herrand Associates is not responsible for notification problems that may arise from time zone differences or internet connectivity. Any communication we send to your mailing address by mail, messenger, telegraph, electronic data communication, fax or otherwise or to your electronic mail address is considered delivered to you personally, whether you receive it or not. You agree to inform us promptly of any changes in your mailing address or electronic mail address.

**22. Waiver.** Any failure by us to insist at any time upon compliance with this Agreement or with any of its terms shall not constitute or be considered a waiver by us of any of our rights.

**23. Headings.** The headings contained in each Section are for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such Section.

**24. Market Data, News and Other Information.** You agree that the market data, news and other information available to you through web sites is for your personal use and review. You acknowledge that the information provided to you is from sources believed to be reliable and is presented on a best efforts basis, and that no accuracy or completeness of the information is guaranteed.

**25. Confidentiality and Security Procedures.** We restrict access to non-public personal information about you to those employees who need to know such information to provide services to you. We maintain physical, electronic and procedural safeguards that comply with regulations to guard your nonpublic personal information.

I/We represent(s) that the foregoing information is true and correct, and will notify Herrand Associates of any material changes. Herrand Associates reserves the right, but has no duty, to verify the accuracy of information provided, and to contact such bankers.

**Individual Account Holder Signature**

Date (mm/dd/yyyy)

**Joint Account Holder Signature**

Date (mm/dd/yyyy)