

## CHECK / VISA APPLICATION

Please read these important instructions to apply for check writing and/or a Visa card: Attach a copy of your drivers license or other form of Government issued photo identification. A Government issued photo ID is required for both individuals on a Joint account.

Accounts must be enrolled in the Legent FDIC insured deposit program or a money market sweep and maintain an account balance of \$10,000 to apply for check writing.

### Fees:

- Base Gold product: \$50 annual fee
- Platinum product: \$75 annual fee  
(Initial check order for both packages will include 40 checks)
- Check re-order (100 checks): \$15
- Returned checks: \$25 - Stop payments: \$20
- Check copies or other research: \$5
- ATM Withdrawals: \$1

You can send us this form and its attachments by:

- Fax 561-988-0131
- Overnight Delivery:  
TradeKing  
5455 N. Federal Highway, Ste E  
Boca Raton, FL 33487
- Regular mail to:  
TradeKing  
PO Box 811690  
Boca Raton, FL 33481-1690

**Do not mail this form to Legent, our clearing firm.**

**IMPORTANT:** The TradeKing Investment Agreement contains the terms and conditions applicable to all TradeKing accounts. Please read it carefully, print a copy and retain it for your records. You can obtain a copy at <https://www.tradeking.com/PublicView/services/Services/AppsForms.tmpl>, by calling (877) 495-KING, or from TradeKing, 5455 N Federal Hwy, Suite E, Boca Raton, FL 33487.

# Visa/Check Application

Brokerage Account Number: \_\_\_\_\_

**Applicant**

**Name on account** (This name will appear on your checks)  
Applicant (or organization)

Co-applicant (or additional information)

Mailing address

City and State

Zip Code

Home Phone: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Security Code (e.g. Mother's Maiden Name): \_\_\_\_\_

**Account Type**

**Type of Account Registration:** \*requires completion of appropriate section(s) on the following page

Individual

Joint

Trust\*

Business\*

**Visa / Checks**

Gold Package (\$50 annual fee)

Platinum Package (\$75 annual fee)

Checks only

Checks & Platinum Card

Checks & Gold Card

Optional: Print on checks (*neither will be printed unless otherwise indicated*)

Home Phone Number \_\_\_\_\_ or  Business Phone Number \_\_\_\_\_

**Signature(s) Individual and Joint Accounts Only**

By signing below, you affirm that:

- all information provided on this form is correct and complete; you have authority to open and use this account;
- you authorize the Brokerage Firm and its affiliates and their subsidiaries (collectively "The Firm") to gather and exchange information; and you understand that this account is governed by the terms and conditions of your Check Writing and Debit Card Service Agreement, the Fund Prospectus, the General Account Agreement (if applicable), and / or other agreements you may have with The Firm. You have read all those documents, and agree to their terms.

X

Applicant Signature

Date \_\_\_\_\_

X

Co-Applicant Signature

Date \_\_\_\_\_

Internal – For Legent use only

PNC Acct # \_\_\_\_\_

Please return to your Brokerage Firm

Cleared through Legent Clearing LLC

# Visa/Check Application

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## TRUST INFORMATION

Full Title of Trust: \_\_\_\_\_

Grantors / Sponsors of Trust: \_\_\_\_\_ Date of Trust Creation: \_\_\_\_\_  
(example: *John Jones and Mary Smith Trustees for the benefit of James Jones.*)

### Authorized Individuals

All Trustees\* must sign this Application. (Attach additional page if needed.) By signing, we the Trustees authorize The Firm to accept orders and other instructions from each of such Trustees. This includes authorization to sign checks for the Trust unless expressly limited on this document. Unless it is specified otherwise, any one of such Trustees may individually act on behalf of the Trust. However the Trustees acknowledge that The Firm reserves the right to require the joint action of all Trustees with respect to any activity relating to the Trust accounts.

### Certifications

The Trustees hereby certify and agree that:

None of The Firm, its service provider or the bank on which checks are drawn ("Bank") shall be responsible for any improper or unsuitable use of the account by any Trustee, including the related check-writing privilege. Each Trustee, personally and as Trustee, hereby indemnifies The Firm, its service providers and Bank from and against any liability for claims, judgments, surcharges or settlement amounts arising out of or in connection with improper or unsuitable use of Account privileges and for any expenses, including attorney's fees, incurred in disputing, settling or defending against same. Each Trustee shall be jointly and severally liable for performing the obligations stated herein, and such obligations shall survive termination of my Account.

We, the Trustees, jointly and severally indemnify The Firm and hold it, its service providers and Bank harmless from any liability for effecting transactions of the type specified above, if The Firm acts pursuant to instructions given by any of the individuals signing this Application.

We are all of the Trustees of the Trust.\*

We agree to inform The Firm in writing of any amendment to the Trust, any change in the composition of the Trustees, or any other event which could materially alter the certifications made above.

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## CHECKING AND VISA SIGNATURE AUTHORIZATIONS (*Trust and Business Accounts Only*)

Authorized Individual(s) – print name	Signature(s)	Relationship to Trust / Corp / Legal Entity

\*Should only one person execute this agreement, it shall constitute a representation that the signer is the sole trustee.  
Where applicable, plural references in this certification shall be deemed singular.

Please return to your Brokerage Firm

**CHECK WRITING AND DEBIT CARD  
SERVICES AGREEMENT  
*Terms and Conditions***

Legent Clearing LLC (“Legent”) and your Introducing Broker (“IB”) have arranged with PNC Bank, Delaware (“PNC”) for the issuance of Check writing privileges and Visa® cards to its clients. When you use your Checks or Cards, you will be accessing the Available Balance in your brokerage account.

This Checkwriting and Debit Card Services Agreement (the “Agreement”) is made among you, your IB, Legent and PNC and explains the types of Transactions that you can perform with your Card, as well as your rights and responsibilities concerning your usage and safekeeping of your Checks and your Cards. By using your Card or writing Checks or effecting Transactions, you agree to be legally bound by the terms and conditions set forth in this Agreement.

Please read this Agreement carefully because it tells you your rights and obligations for the Transactions listed. You should keep this document for future reference.

**IMPORTANT**

If you believe any of your Checks have been lost, stolen or forged or your Card or personal identification number (“PIN”) has been lost or stolen or has become known to unauthorized persons or that someone has used or may use your Card or PIN without your permission:

Notify PNC by:  
Telephoning PNC at: 800 222 2367 or  
Writing PNC at:  
PNC Financial Services Accounts  
8800 Tinicum Boulevard  
5th Floor  
Philadelphia, PA 19153

For all other questions: Telephone or write your INTRODUCING BROKER.

1. **Definitions.** Unless the context otherwise requires, the capitalized terms used in this Agreement have the meanings specified below:

“**Account**” refers to your account with your IB.

“**ACH Transaction**” means a transaction cleared through the Automated Clearing House.

“**ATM**” means automated teller machine.

“**ATM Withdrawal**” means a Card Transaction in which you receive money from an ATM.

“**Authorization**” means a Transaction in which you authorize others to place a hold on your Available Balance to ensure future payment.

“**Available Balance**” is the amount that Legent has transmitted to PNC as available for your Account, which may include available credit in your margin account\*.

“**Banking Day**” has different meanings for ATM Withdrawals and for Cash Advances, Purchases, and Authorizations. A Banking Day may, as applicable, exclude bank or other holidays.

- (1) For ATM Withdrawals, we consider there to be seven Banking Days each week for purposes of imposing security limits on the number and amount of Withdrawals you can perform at an ATM. For these purposes, Banking Days begin at 12:00 a.m. midnight Eastern Time.
- (2) For Cash Advances, Purchases, and Authorizations:
  - (a) We consider there to be *six* Banking Days each week for purposes of imposing security limits on the *amount* of Cash Advances, Purchases, and Authorizations you can perform. For these purposes Banking Days begin at 6:00 a.m. Eastern Time. The period from Saturday at 6:00 a.m. to Monday at 6:00 a.m. Eastern Time is counted as one Banking Day; and
  - (b) We consider there to be *seven* Banking Days each week for purposes of imposing security limits on the *number* of Cash Advances, Purchases, and Authorizations you can perform. For these purposes, Banking Days begin at 12:00 a.m. midnight Eastern Time.

“**Introducing Broker**” means the brokerage firm where your account is held.

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\* If the market value of the securities in your margin account declines, you may be required to deposit more money or securities. If you are unable to do so, your IB may be required to sell all or a portion of your pledged assets. You will also be subject to margin interest as disclosed in your margin agreement. Margin trading involves greater risk than paying cash up front for your investment, is not suitable for all investors, and is subject to approval by your IB.

**“Business Day”** means Monday through Friday, excluding federal holidays. Although your IB’s or PNC’s offices may be open on certain federal holidays, these days are not considered Business Days for purposes relating to the transfer of funds.

**“Card”** means the Visa® Card issued on your Account.

**“Card Transaction”** means those transactions that you can perform with your Card as more fully described below.

**“Cash Advance”** means a Card Transaction in which you receive money back from a merchant or financial institution. Cash Advances do not include ATM Withdrawals.

**“Check”** means the Checks issued on your Account.

**“Check Transaction”** means those transactions that you initiate via a Check.

**“Electronic Fund Transfer”** means any transfer of funds initiated or authorized by you through an electronic payment system. Card Transactions and certain ACH Transactions are considered Electronic Fund Transfers.

**“Legent”** means Legent Clearing LLC, which is the clearing agent for your Introducing Broker and coordinator of product offering.

**“PNC”** means PNC Bank, Delaware, a Delaware bank, or as the context requires PFPC Trust Company, a subsidiary of The PNC Financial Services Group, Inc., which is responsible for administration of the banking services provided hereunder.

**“Purchase”** means a Card Transaction in which you purchase goods or services.

**“Regulation E”** means Regulation E (12 C.F.R. part 205) of the Board of Governors of the Federal Reserve System.

**“Services”** means Check writing privileges, Card, ACH and related services.

**“Transaction”** means those transactions that you can perform with your Cards and Checks as more fully described in this Agreement, as well as ACH Transactions.

**“Unauthorized Transaction”** means a Transaction made by someone without your authorization and from which you received no benefit. An Unauthorized Transaction does not include: (a) a Card Transaction by a person to whom you furnished your Card or PIN unless notification has been received that Card Transactions by such persons are no longer authorized and we have had a reasonable opportunity to act on such notice; (b) a Transaction made or authorized by you with the intent to defraud; or (c) a Transaction which is made through a processing error.

**“We, Us, Our”** means, as the context requires, your IB, Legent and/or PNC.

**“You, Your, Accountholder”** means each person or entity who is a registered owner of the Account.

## 2. General Features of Services.

### 2.1 Available Balance.

- 2.1.1 Your Available Balance may fluctuate from day to day because it is dependent upon changes in the balance in your Account. Shortly after PNC is notified of a Transaction, the Available Balance is reduced, not when a sales draft or Cash Advance draft is paid. For example, your Account may be debited (and Available Balance reduced) on the day an item is presented by electronic or other means, or at an earlier time based on notification received that an item drawn on your Account has been deposited for collection at another financial institution.
- 2.1.2 You promise not to make a Transaction (such as making a Card Purchase or writing a Check) that exceeds your Available Balance. If you attempt to make a Card Transaction that will exceed your Available Balance, the Card Transaction will normally be declined.

### 2.2 Payment for Transactions.

- 2.2.1 On a daily basis, PNC will notify Legent of the Transactions on your Account that PNC receives. Legent will make payments to PNC on your behalf on each Business Day that Legent receives notice of the Transactions.
- 2.2.2 *You authorize Legent to charge your Account in order to pay for Transactions. Each Transaction shall be considered to be your direction to us to charge or reduce your Available Balance. Legent will make payments for the charges in the following order of priority: available cash in your account, Legent Insured Deposit balance and then available credit in your margin account. When you use your Card, the charge or reduction to your Available Balance occurs immediately and you understand that you have no right to stop payment on any Card Transaction. See the Stop Payment – Checks section below to learn how to stop payments on Checks you have written. You understand that Authorizations will reduce your Available Balance by the amount of the Authorization even if the Authorization does not result in a Transaction. Note that an Authorization will reduce your Available Balance until the Transaction is completed in whole or in part, or after the expiration of a time period specified by us.*
- 2.2.3 If there is more than one person who is authorized to sign on the Account, you authorize the payment of Card drafts on the authority of any one or more of the signatures of the individuals identified and carried on the Account record. *See below for more information about joint Accounts.*

2.2.3.1 **Unauthorized Use.** You promise not to let any unauthorized person make a Transaction. If you permit an unauthorized person to make a Transaction(s), even if the amount of actual use exceeds the amount you authorized, you will be responsible for the full amount of all Transaction(s) that result.

### 2.3 Account Statements.

Legent will send you an Account statement every month in which a Transaction was made. In the event there is no activity, you will receive an Account statement quarterly. Your Account statements will include the following information for Card Transactions (when available): the amount, location, Transaction date, posting date, and merchant name. In addition, your Account statement will include your Check writing and ACH activity during the period covered by the statement. Transactions from your Account may appear on the day after the Business Day the transaction took place. PNC will not send you separate statements listing Transactions.

**Your Duty to Examine Your Statement – Checks.** As used in this section, the term “problem” means any error, alteration or unauthorized Transaction (*including, but not limited to, forged or missing signatures, unauthorized wire transfers, and excluding Electronic Fund Transfers*) related to any Check Transaction(s) for your Account. Because you are in the best position to discover any problem, you will promptly examine your statement and report to your IB or PNC any problem on or related to a check transaction on your statement. You agree that your IB, Legent or PNC will not be responsible for any problem related to a Check Transaction that:

- You do not report to your IB or PNC in writing within a reasonable time not to exceed 20 calendar days after the Company mails the statement (*or makes the statement available*) to you;
- Results from a forgery, counterfeit or alteration so clever that a reasonable person cannot detect it (*for example, unauthorized Checks made with your facsimile signature device or that look to an average person as if they contain an authorized signature*); or
- As otherwise provided by law or regulation.

You may not start a legal action against your IB, Legent or PNC because of any problem unless: (a) you have given your IB, Legent or PNC the above notice and (b) the legal action begins within one year after we send or make your statement available to you. If you make a claim against either your IB, Legent or PNC in connection with a problem, your IB, Legent and PNC reserve the right to conduct a reasonable investigation before recrediting your account, and you agree to cooperate in such investigation. If either your IB, Legent or PNC requests, you agree to complete an affidavit of forgery or other proof of loss. If you refuse to sign such an affidavit, your IB, Legent or PNC will not be liable to you for any loss arising from the problem. For problems involving an electronic banking transaction, please refer to the “Electronic Fund Transfers” sections of this Agreement.

These time periods for you to examine your statement and report “problems” to your IB, Legent or PNC are without regard to your IB, Legent or PNC’s level of care or the commercial reasonableness of their practices, further without regard to whether copies or images of cancelled Checks are supplied or made available to you. **Contact your IB promptly if you do not receive your regular statement.**

**Your Duty to Examine Your Statement – Cards.** Please see the section below entitled “Electronic Fund Transfers.”

**Your Duty to Examine Your Statement – ACH Transactions.** Generally, ACH Transactions for consumer accounts are considered Electronic Fund Transfers. Please see the section below entitled “Electronic Fund Transfers.” For other ACH Transactions, please see “Your Duty to Examine Your Statement -- Checks” above. Also, for ACH Transactions related to electronically represented checks from consumer accounts, please see the subsection entitled “Consumer Electronic Check Representation.”

### 2.4 Foreign Transactions.

- 2.4.1 Foreign Transactions are Card Transactions completed outside the United States through your Account. All debits to your Account will be posted in U.S. dollars. Checks will generally not be accepted by banks outside of the United States. All Checks must be made payable in U.S. dollars.
- 2.4.2 **Foreign Currency.** Card Transactions made in a foreign currency are converted into U.S. dollar amounts by Visa, using its then current currency conversion procedure and rate. Currently, the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect the day before the Card Transaction processing date. The currency conversion rate used on the processing date may differ from the rate in effect on the Card Transaction date or periodic statement posting date.
- 2.4.3 **Foreign Transaction Fee.** For each Foreign Transaction, there is a foreign Transaction fee (currently, one percent of the Transaction for non-US dollar transactions), which will be included in the amount charged to your Account. This charge may apply whether or not there is a currency conversion.

### 2.5 Fees.

Initial Order of checks* (40 checks)	No Charge
Subsequent Orders* (100 checks)	\$15.00
Returned Checks	\$25.00
Stop Payments	\$20.00
Check research or copies	\$5.00
ATM Withdrawals	\$1.00
Gold Card annual fee	\$50.00

Platinum Card annual fee	\$75.00
Foreign Transactions	currently 1% of the transaction
Card Transaction Receipt Copy**	\$20.00

\*Special order checks at cost

\*\* in addition to any third party fees

## 2.6 Contact Information.

Call PNC during any Business Day at 1 800 222 2367. Or write to PNC at:

PNC Financial Services Accounts  
8800 Tincum Boulevard  
5th Floor  
Philadelphia, PA 19153

When calling or writing, you must provide your account number and other identifying information.

2.7 **Documentation.** Your IB, Legent and/or PNC may add images of your application with respect to the services provided in connection with this Agreement to their electronic document storage systems. After doing so, the original documents may be destroyed. Any future copy from that system will be acceptable for all purposes as if it is the original.

2.8 **Adverse Claims.** If your IB, Legent or PNC receives a claim to all or a portion of your Account (*including but not limited to a dispute over who is an authorized signer or owner*), we may place a hold on funds that are the subject of the claim. The hold may be placed for the time that we feel is reasonably necessary to allow a court to decide who should have the funds. None of your IB, Legent or PNC will be responsible for any items that are not paid because of the hold. You agree to reimburse your IDB, Legent and PNC for expenses, including attorneys' fees and expenses, arising out of such competing claims.

## 3. Card Transactions.

### 3.1 Conveniences.

3.1.1 **ATM Withdrawals:** You can use your Card to receive cash at ATMs displaying the Visa® or PLUS® logos.

3.1.2 **Cash Advances:** You can use your Card to receive Cash Advances from your Account through financial institutions that honor Cards bearing the Visa logo.

3.1.3 **Purchases/Authorizations:** You can use your Card to purchase goods and services (Purchases) from merchants honoring Visa. You may also use your Card to authorize others to place a hold on your Available Balance to assure future payment (Authorizations).

3.2 **Out-Of-Network Surcharges.** An out-of-network surcharge may be imposed for ATM usage (including Transactions and balance inquiries).

3.3 **Cancellation of Card.** The Card may be cancelled by PNC, Legent or your IB at any time without prior notice and will remain the property of PNC. Without limiting the foregoing, your Card will be cancelled effective with the closing of your Account.

### 3.4 Restrictions.

3.4.1 **Purchasing Securities:** You may not use your Card to purchase securities.

3.4.2 **Internet Gambling:** You may not use your Card for internet gambling.

3.4.3 **Illegal Activities:** Use of your Card for illegal activities is prohibited.

## 4. Check Writing Privileges.

4.1. **Check writing Application and Checks.** If you have requested Check writing privileges for your Account, your IB and Legent must first approve your application. After all required approvals you will be provided with Checks.

Both Legent and PNC may refuse any withdrawal that you attempt on checks or other forms not approved by us or by any method we do not specifically permit.

Each Check must be properly completed and signed by an authorized signer (as described below).

In writing Checks, we strongly suggest that you date them with a current date. We will not have liability to you for paying Checks which are postdated, stale dated or do not bear a date. If you do not wish us to pay a Check you have issued, you should place a stop payment order with us. *Please refer to the Stop Payment – Checks section of this Agreement.*

4.2. **Authorized Signers.** In this document, the words "authorized signer" mean any of the following persons:

- Any person (*other than a ward, conservatee or beneficiary*) listed on a signature card, application, resolution or certificate of authority as being authorized to make withdrawals by Check, or otherwise, from your Account;
- Any person who has a "power of attorney" or is an attorney-in-fact, agent, guardian, personal representative, trustee, custodian, or some other fiduciary capacity (collectively, an "agent") to act for an owner;
- Any person that you authorize to make withdrawals by Check, or otherwise, from your account; or
- Any person to whom you make your Checkbook or your Checking account number available.

The words "owner" and "owners" mean all persons (*other than a ward, conservatee or beneficiary*) listed on a signature card or application but not persons who are authorized signers only because they are acting as an agent. PNC is authorized to follow the directions of your agent regarding your Account until it receives written notice that the agency or fiduciary relationship has been terminated and has had reasonable time to act upon that notice. We will not be liable to you in any way if your agent misapplies any of the funds from your Account. We have the right to review and retain a copy of any power of attorney, agency agreement, trust agreement, court order, or other document that has established the agency or other fiduciary relationship. For corporate, limited liability company, and partnership accounts, the corporation, limited liability company or partnership is the "owner."

- 4.3. Multiple Required Signature Accounts.** If you (a) have specified that some or all Checks must be signed by more than one person, (b) have specified that the authorized signers for Checks in one category are different than those for another Check category, or (c) use Checks that require multiple signatures, you acknowledge that those restrictions are for your internal use only and do not bind us even if you have made us aware of them in writing or otherwise. Your IB & Legent reserve the right to refuse to allow persons to open accounts with these types of restrictions.
- 4.4. Facsimile Signatures.** You may wish to use a facsimile signature stamp or other mechanical signature device to sign Checks or other orders relating to your Account. If you do, we will, without contacting you, debit the Account for items bearing an imprint that looks substantially like your authorized mechanical signature, whether or not such items bear the actual facsimile signature stamp. You agree to notify us and give us a sample imprint if you plan to use such a device. If you do not give us a sample, this section still applies to your use of the device. You are responsible for the security of any mechanical signature device. None of your IB, Legent or PNC will be responsible for payment of unauthorized items bearing an imprint from, or similar to, your authorized mechanical signature.
- 4.5. Check Transactions.** Checks can be used for, or may result in, the following Transactions:
- Check writing capabilities; and
  - Electronic Fund Transfers (e.g., certain Transactions via the Automated Clearing House).
- 4.6. Copies of Cancelled Checks.** We will not return to you Checks that have been paid against your Account. At your request we shall provide you with photocopies or image copies of Checks paid against the Account or other Account documentation, if such Checks or documents are available to us under our record retention policies. If you request a copy, we will impose a processing fee.
- 4.7. Refusing Payment on Your Checks.** If one of your Checks is presented for payment and there are not sufficient available funds available in your Account, or if the Check is not properly signed or contains some other irregularity, Legent or PNC may refuse payment and return the Check to the person who presented it. You acknowledge that it is difficult or impossible for Legent and PNC to verify whether an endorsement by a corporation or other business entity is valid. You also acknowledge that it is difficult or impossible for Legent and PNC to verify whether an endorsement by someone other than the person presenting a Check for payment is valid.
- 4.8. Stop Payments -- Checks.**
- a) **Checks.** Unless otherwise provided, the provisions in this section cover stopping payment of Checks. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, are mentioned elsewhere.
- b) **Oral and Written Orders.** You are generally permitted to make stop payment orders orally; telephone is the most common medium used. To request a stop payment, please call PNC at 800 222 2367. When you place your stop-payment order, the service representative will tell you what information is needed to stop payment. If you provide your stop payment order in writing, you must provide the following information to PNC: Checkwriting number; amount; Check number; name of party to be paid; date; and your name and address.

**The stop payment information must be exact since stop-payment orders are handled by computers. If your information is not exact, we cannot assure you that your order will be effective, and none of your IB, Legent or PNC will be responsible for failure to stop payment.**

- c) **Who and For How Long.** You may stop payment on any Check whether you sign the item or not. Your stop-payment order is generally effective for only six months. None of your IB, Legent nor PNC is obligated to notify you when a stop-payment order expires. Unless you renew the stop payment for another six months, the Check may be paid even though it is a stale Check. We will accept stop payment orders from any person with signing authority on your Account, regardless of who wrote the Check. If you want to reverse a stop-payment request you must contact your IB, not PNC. As a security measure, PNC will accept reverse of stop-payment requests only directly from Legent.
- d) **Indemnity.** If you stop payment on an item and Legent or PNC incurs any damages or expenses because of the stop payment, you agree to indemnify Legent and PNC for those damages or expenses, including attorneys' fees. You assign to Legent and PNC all rights against the payee or any other holder of the item. You agree to cooperate with Legent and PNC in any legal actions that we may take against such persons. You should be aware that anyone holding the item might be entitled to enforce payment against you despite the stop-payment order.
- If a Check or Transaction is inadvertently permitted despite a stop order, the following rules will apply:
- you will have to prove to PNC that you have suffered a loss and, if so, the amount of the loss;
  - PNC will be able to enforce any rights that the original payee or any other person who held the Check had against you; and
  - the Account will not be recredited until you prove your loss and we are satisfied that we are required by law to do so.

- e) **Cutoff Time.** PNC must receive a stop payment order in time to give it a reasonable opportunity to act on it and before its stop-payment cutoff time. The law provides additional limitations on PNC's obligation to stop payment. (*For example, you cannot stop payment on an item that has already been paid.*)
- f) **Charges.** Stop payment orders are subject to our current charge for that service.

**4.11. Inconsistent Amounts.** Checks are processed by computers. The Check amount in numerals is the one encoded on the Check to be read by the computer. You agree that if the Check amount in words is different from the amount in numbers, we may charge against your account the amount in numbers instead of the amount in words.

**4.12. Consumer Electronic Check Representation.**

- a) **Generally.** If you write a Check on a personal account that is returned unpaid because of insufficient or uncollected funds, the depositor of the Check or the depositor's bank may resend ("*represent*") the Check electronically. That is, the depositor or the depositor's bank may send PNC an electronic instruction ("*electronic represented Check*") to charge your Account in the amount of the Check.
- b) **Handling of Electronic Represented Checks.** If PNC receives an electronic represented Check from the depositor or the depositor's bank, PNC will pay or return the electronic represented Check as if the original paper Check were being represented to it. The part of this Agreement titled "Electronic Fund Transfers" will not apply to any electronic represented Check.
- c) **Eligible Electronic Represented Checks.** For an electronic represented Check to be charged to your Account, all of the following must be true:
- The electronic represented Check must relate to a paper Check on a personal account that PNC returned unpaid because of insufficient or uncollected funds;
  - The paper Check must not have contained an unauthorized signature or an alteration and must not have been a counterfeit;
  - You must not have placed a stop payment on the paper Check after PNC returned it unpaid but before it was collected electronically;
  - The paper Check must have been less than \$2,500.00 in amount;
  - the paper Check must have been dated 180 days or less before the date on which the electronic represented Check is sent to PNC;
  - The electronic represented Check must be for the face amount of the paper Check only and may not include any collection fee charged by the depositor, the depositor's bank, or a collection agency;
  - The payee of the paper Check must have given you notice that, if the paper Check was returned unpaid because of insufficient or uncollected funds, the paper Check could be collected electronically;
  - The electronic represented Check must have been sent to PNC no more than twice after the first time PNC returned the paper Check, or no more than once after the second time PNC returned the paper Check;
  - The electronic represented Check must be an "item" as defined in Revised Article 4 of the UCC (1990 Official Text);
  - The electronic represented Check must contain a pre-printed serial number;
  - The electronic represented Check must indicate on the face of the document that the item was returned due to "not sufficient funds", "NSF", "uncollected funds" or comparable language; and
  - The electronic represented Check must be drawn on a consumer account.

You may have the right to cause us to reverse any ineligible or unauthorized electronic represented Check that we charged to your Account. If you want to reverse an electronic represented Check because you placed a stop payment on the paper Check to which the electronic represented Check relates after PNC returned the paper Check unpaid but before it was collected electronically, you must notify PNC within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic represented Check. If you want to reverse an electronic represented Check for any other reason, you must give PNC an affidavit within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic represented Check. In your affidavit, you must declare and swear under oath that the electronic represented Check was ineligible or unauthorized. If PNC receives your notice or affidavit within the 15-day period, we will recredit your account with the amount of the charge.

Write to PNC at:

PNC Financial Services Accounts  
8800 Tinicum Boulevard  
5th Floor  
Philadelphia, PA 19153

- d) **Stop Payment.** If you wish to stop payment of any electronic represented Check, you must follow the procedures contained in the section for stopping payment of Checks, not the procedures contained in the section for stopping payment on Electronic Fund Transfers.

**4.13. Insufficient Funds.** If one of your Checks is presented for payment and there are not sufficient funds available in your Account, Legent may cause PNC to pay or refuse to pay any or all such items in our discretion. We may also charge your Account a service charge, regardless of whether we pay the item or return the item unpaid. You have no right to request that any certain item be paid, and none of your IB, Legent or PNC has any responsibility for paying or returning any item requested. If your Account is overdrawn for any reason, you agree to deposit sufficient funds to cover the overdraft and our service charge immediately.

A determination of your Account Balance for purposes of making a decision to dishonor an item for insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of payment or return of the item or debit, and no

more than one such determination need be made. Legent will determine your Account Balance based on information provided from time to time by PNC, which may not be accurate at the time a particular item is presented to PNC. You authorize PNC to return items for insufficient funds based on information provided by Legent.

If there are sufficient funds to cover some but not all of your Transactions, Legent will allow those Transactions that can be paid, in any order convenient to us. If, in our sole discretion, we choose to allow Transactions for which there are not sufficient available funds, you agree to repay us immediately the amount of the funds advanced to you. We may also assess your Account a service charge. At no time shall we be required to allow you to overdraw your Account even if we had allowed such activity on one or more prior occasions.

You agree that we do not have to notify you when we refuse to pay a check you have written, or if we pay a check which overdraws your Account, or when we impose a fee in connection with either of these events.

#### **4.14. Use of Check Images and Substitute Checks.**

You agree that we may debit your Account for a Check image of an original Check presented for payment or collection. In this situation, we may debit your Account without receipt of, or review of, the original Check associated with the Check image. In our sole discretion, we may return to a presenting bank, returning bank or paying bank or credit to your Account, a paper copy or paper representation of an original Check (including without limitation an image replacement document or IRD, or a photocopy) drawn on or returned to your Account that does not otherwise meet the technical or legal requirements for a substitute Check.

You agree that a check image that is received or created by PNC in the Check deposit, collection or return process shall be considered a "Check" and/or an "item" for all purposes under this Agreement and applicable law.

In addition, a Check that you write may be truncated in the Check collection process and replaced with a substitute Check. You authorize us to pay, process or return a substitute Check in the same manner as "Check" or "item" under this Agreement. Substitute Checks are governed under the Check Clearing for the 21<sup>st</sup> Century Act ("Check 21 Act") and the terms of this Agreement, to the extent not modified by the Check 21 Act. **Notwithstanding the foregoing, you understand that your Checks are drawn on an omnibus account maintained by Legent with PNC, and that as a result, you are not considered a "consumer" as that term is used in the Check 21 Act.**

You agree to indemnify and hold harmless us, our employees and agents from any loss, claim, damage or expense that you or any other person may incur directly or indirectly as a result of any action taken by us to process a Check image or substitute Check instead of the original Check, including the destruction of the original Check, as described above, to the extent permitted by applicable law.

#### **4.15 PNC Branches.** PNC need not pay any Check presented at a branch office. PNC reserves the right to refuse to cash or to impose a charge on anyone who asks PNC to cash a Check that you have written. Even if your Check is otherwise properly payable, we will not be liable to you for dishonor of your Check, or otherwise, as a result of such refusal.

### **5. Electronic Fund Transfers.** This section applies to funds transfers governed by the Electronic Fund Transfer Act and Regulation E, and some additional transactions that are similar and related.

#### **5.1. Types of Electronic Fund Transfers**

**Card Transactions.** See the section above entitled Card Transactions – Conveniences for the types of Electronic Fund Transfers you can make with your Card.

**Check Transactions -- Electronic check conversions.** You may authorize a merchant or other payee to make a one-time electronic payment from your Account using information from your Check to:

- (i) Pay for purchases.
- (ii) Pay bills.

#### **5.2. Limits on Dollar Amount of Card Transactions.** The ATM you use may have limits on the amount of cash that can be received at that machine. These limits may include transactional and daily limits. We have a \$1,000.00 maximum withdrawal amount for ATM withdrawals per Banking Day. Sometimes the daily limit may be reduced for security purposes or when the Card Transaction volume in your Account exceeds normal conditions. There may be other limitations stated in this Agreement or in other agreement(s) between you and your IB or Legent.

There is a \$10,000 Gold Card / \$15,000 Platinum Card Transaction limit per day. ATM Withdrawals, Cash Advances, Purchases and Authorizations all count against these Card Transaction limits. In addition, there is a single Cash Advance Transaction limit and a daily Cash Advance Transaction limit of \$1,000 for Gold Cards and \$5,000 per Platinum Cards per Banking Day.

#### **5.3. Limits on Frequency of Card Transactions.** In addition to the dollar amount limits, we reserve the right to impose a limit on the number of Card Transactions you can make on any Banking Day. For the purposes of maintaining security, we will not disclose that limit, except that you will be allowed to make at least five Card Transactions on any Banking Day under normal conditions.

#### **5.4. Retention of the Card.** Your Card may be retained by any ATM, merchant or participating financial institution IF:

- the PIN is wrong after three attempts (certain ATMs may limit you to fewer attempts);
- you exceed the limits on dollar amounts and/or frequency of Transactions;
- your Card was reported lost or stolen;
- your Account has been closed;

- your Card expired or was replaced;
- the machine is not operating properly; or
- there are other legitimate business reasons.

### 5.5. **Preauthorized ACH Transactions.**

**Preauthorized ACH Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit should tell you every time they send us the money. You can call your IB to find out whether or not the deposit has been made.

#### **Preauthorized ACH Payments.**

**Stop Payment.** If you have told your IB in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

*General.* Call or write your IB, in time for them to receive your request 3 Business Days or more before the payment is scheduled to be made. If you call, you may also be required to put your request in writing and get it to your IB within 14 days after you call. (You will be charged \$20.00 for each stop-payment order you give.)

*Notice of varying amounts.* If these regular payments may vary in amount, the person you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be.

*Liability for failure to stop payment of preauthorized transfer.* If you order us to stop one of these payments 3 Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### 5.6. **Card Transaction Receipts.** You will be given a receipt at the time you make Card Transactions, except for Card Transactions you make by telephone, mail or via the internet. Receipts may not be provided for Purchases of \$15 or less, or for Card Transactions performed outside the United States. Card Transactions will also be reflected on your Account statement. *See also, Loss, Theft or Unauthorized Card Transactions below.*

Merchants generally maintain receipts of Card Transactions for twelve months, which Merchants are not required to provide unless requested in connection with fraud investigation or legal purposes. If you call your IB, they will attempt to obtain copies of drafts. If you request a copy of a sales draft, your Account may be charged \$20.00, plus the amount of any third party fees to obtain the sales draft.

### 5.7. **Loss, Theft or Unauthorized Card Transactions.** You must tell PNC AT ONCE if you believe your Card has been lost or stolen or if you believe an unauthorized person may know your PIN. Telephoning is the best way of keeping your possible losses down. You could lose all the funds in your Account (*plus the maximum amount available through your margin account*). If you tell PNC within two Business Days after you learn of the loss or theft of a Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission.

TO PROTECT YOUR ACCOUNT AND LIMIT YOUR LIABILITY, WE RECOMMEND THAT YOU:

- DO NOT PROVIDE ANYONE WITH YOUR PIN;
- DO NOT WRITE YOUR PIN ON THE CARD;
- DO NOT CARRY YOUR PIN IN YOUR WALLET WITH THE CARD; AND
- DO NOT TELL ANYONE YOUR PIN, NOT EVEN SOMEONE FROM PNC, YOUR IB OR LEGENT.

### 5.8. **For Your Protection – Notify PNC Promptly.**

**5.8.1. Cards.** If you do NOT tell PNC within two Business Days after you learn of the loss or theft of your Card or PIN, and PNC can prove it could have stopped someone from using your Card or PIN without your permission if you had told them, you could lose as much as \$500.00. With respect to ACH Transactions, you will generally not be liable for Unauthorized Transactions unless you fail to notify us within the time period as described in the next paragraph.

**5.8.2. Consumer Liability -- All Electronic Fund Transfers.** Tell PNC AT ONCE if you believe your statement shows Electronic Fund Transfers that you did not make. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (*plus the maximum amount available through your margin account*).

If you do not tell PNC within 60 days after the statement was FIRST mailed to you, you may not get any money you lost after the 60 days if PNC can prove that we could have stopped someone from taking the money if you had told PNC in time.

*If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.*

**5.8.3. Information to Provide.** If you tell PNC orally, you may be required to send PNC your complaint or question in writing within 10 Business Days. PNC will need the following information:

- Your name, your Account number, your address, and the date of the Transaction;
- A description of the error or Transaction in question, explaining as clearly as possible why you believe it is an error or why you need more information;
- The dollar amount of the Transaction and, if different, the amount of the suspected error.

**5.8.4. Timing of Error Resolution Process.** Except as otherwise stated in this Agreement, we will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. In this event, we will generally re-credit your account within 10 Business Days for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we need not re-credit your Account or we may reverse any credit previously made to your Account. Margin accounts need not be re-credited during our investigation.

**5.8.4.1. Foreign Transactions.** For Card Transactions initiated outside the United States, the applicable time period for investigations shall be 90 calendar days in place of 45 calendar days.

**5.8.4.2. Purchases.** For Purchases and Cash Advances, the applicable time period for investigations shall be 90 calendar days in place of 45 calendar days.

**5.8.4.3. New Accounts.** For Accounts that have been open for 30 calendar days or less, the applicable time periods for action stated in Section 5.7.4 shall be 20 Business Days in place of 10 Business Days and 90 calendar days in place of 45 calendar days.

**5.8.4.4. Informing You of the Results.** In any case, we will tell you the results within three Business Days after we complete our investigation. If we decide that there was no error, we will reverse the applicable credit and send you a written explanation. You may ask us for copies of the documents that we used in our investigation.

**5.9. PNC, Your IB, and Legent's Liability for Failure to Complete Electronic Fund Transfers.** If we do not complete an Electronic Fund Transfer to or from your Account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. None of PNC, Legent or your IB will be liable IF:

- through no fault of ours, you do not have a sufficient Available Balance to make the Transaction;
- any ATM, other device, Card or computer system was not working properly and you knew about the breakdown when you started the Transaction;
- the ATM or other device you are using for the Transaction does not have enough cash;
- the ATM or other device you are using for the Transaction was unable to process the Transaction;
- your Account is frozen (for example, because of a court order or other similar reason) and we are not permitted to make the Transaction;
- circumstances beyond our control (such as fire or flood) prevent the Transaction, despite the reasonable precautions that we have taken;
- you have failed to enter your correct PIN after the maximum number of attempts permitted;
- you failed to use the ATM, other device, Card or computer system in accordance with instructions;
- we have limited or refused to complete Transactions for security reasons; or
- we have reason to believe that the requested Transaction is unauthorized.

There may be additional exceptions stated elsewhere in this Agreement or otherwise notified to you by PNC or Legent or in your other agreements with Legent or your IB. None of PNC, Legent or your IB will be responsible for any person's actions in refusing to honor or accept your Card or Checks or in taking possession of your Card. In any case, we will be liable only for actual proven damages if the failure to make the Transaction resulted from a bona fide error by us despite our procedures to avoid such errors.

**6. Confidentiality.** You give your permission to share information among Legent, your IB and PNC. Under normal circumstances, no information will be revealed about your Accounts to third parties. Information will not be revealed to third parties about your Account and your Transactions EXCEPT: (1) you hereby authorize us to share information concerning your Transactions with Legent, your IB and PNC; or (2) where it is necessary for completing your Transactions or providing any related Card and/or Check benefits to you; or (3) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or (4) in order to comply with laws or with orders of subpoenas of government agencies or courts; or (5) if you give us written permission; or (6) to other persons and entities in order to resolve disputes arising from Transactions; or (7) in the circumstances contemplated by Legent's or your IB's Privacy Policies, as furnished to you separately and updated or amended from time to time by Legent and your IB.

**7. Disputes Involving Your Account.** To the fullest extent permitted by law, you agree to be liable for any loss, costs, or expenses, including reasonable attorney's fees, that may be incurred as a result of any dispute involving your Account. To the fullest extent permitted by law, you authorize the deduction of any such loss, costs or expenses from your Account without prior notice to you. This obligation includes disputes involving the Account and situations where Legent or your IB become involved in disputes between you and an authorized signor, another joint owner, or a third party claiming an interest in the Account. Also, it includes those situations where you, an authorized signor, another joint owner, or a third party, take some action with respect to the Account which causes Legent or your IB to seek the advice of counsel, even though there may not be an actual involvement in the dispute.

**8. Our Duty of Care.** The duty of care of your IB, Legent and PNC to you is satisfied if reasonable banking procedures are followed. Unless we have specifically agreed with you in writing, duties will not include monitoring nonstandard instructions or other legends appearing on Checks. We shall be deemed to have exercised ordinary care as to your signature if we process your Check by automated means only (so as to clear the largest number of checks at the lowest cost to customers) or if any unauthorized signature or alteration is so skillfully made that a reasonably careful person would not readily detect it. A clerical error or mistake in judgment is not to be considered a failure to meet the duty of care of your IB, Legent or PNC.

The obligations of your IB, Legent and PNC are set forth in this Agreement. None of PNC, your IB, or Legent is liable for the obligations of the others.

## 9. Joint Accounts.

- 9.1.** If this is a joint Account, unless you notify your IB otherwise and provide such documentation as your IB requires, your Account shall be held by you jointly with rights of survivorship. Each joint tenant irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent him or her in all respects in connection with this Agreement. Your IB, Legent or PNC shall be fully protected in acting upon the instructions of either of you, in sending confirmation advice, notices or other communications to either of you, or in otherwise dealing with either of you. Each of you shall be liable, jointly and individually, for any amounts due pursuant to this Agreement, whether incurred by either or both of you.
- 9.2.** If “you” shall consist of more than one individual, the obligations of all such persons under this Agreement shall be joint and several. Each joint accountholder (Accountholder) has authority, acting individually and without notice to the other Accountholder, to deal with us as fully and completely as if the Accountholder is the sole Accountholder. Your IB, Legent and PNC are authorized to follow the instructions of any joint Accountholder, and are not responsible for determining the purpose or propriety of an instruction received from any Accountholder or for the disposition of payments or deliveries among joint Accountholders. Any notice sent to one Accountholder will be deemed notice to all Accountholders.

## 10. MISCELLANEOUS.

- 10.1. Scope and Transferability.** This Agreement shall cover all aspects of the Check writing privileges, Card services and associated Electronic Fund Transfers described herein and shall inure to the benefit of any successors whether by merger, consolidation, or otherwise, and assigns, and your Account may be transferred to any respective successors and assigns, and this Agreement shall be binding upon your heirs, executors, administrators, successors and assigns.

You cannot transfer ownership of an Account without your IB’s permission. Please contact your IB if you need to change the ownership of an Account. This does not limit your ability, where otherwise permitted, to access your Accounts by writing Checks, using your Card or via other associated Electronic Fund Transfers. None of your IB, Legent or PNC is bound by any transfer of ownership or assignment unless all agree separately in writing to be bound by it.

- 10.2. Terminating Your Checking and/or Card Services.** Your IB, Legent, PNC, or you may terminate this Agreement, including the use of Check writing services, Cards or other services, if applicable, at any time, without closing your Account. Without limiting the foregoing, your Card will be cancelled and your Check writing services, Cards or other services, as applicable, terminated effective with the closing of your Account. You shall remain responsible for authorized charges that arise before or after such cancellation or termination. In the event of cancellation or termination for whatever reason, you shall promptly destroy all Checks and Cards. Failure to do so may result in a delay in complying with your instructions regarding the disposition of assets.
- 10.3. Lawful Use.** You agree to use your Account, Card, and Checks only for lawful purposes. By entering into this Agreement, you represent that you are not now aware of any pending or threatened criminal proceedings that could result in losing any money in your Account.
- 10.4. Garnishment, Execution and Attachment.** If your IB, Legent or PNC is served with any legal process that tries to attach or in some way prevent you from freely using your funds you authorize the holding of any portion of the funds during any time necessary to finally determine who has the legal right to the funds and pay any balance in the Account to the proper person or authority. All legal actions against your Account are subject to the right of set off and security interest in favor of your IB, Legent and PNC.
- 10.5. Client Information.** You agree to provide to your IB and PNC information your IB or PNC is required by law or regulation to obtain from you.
- 10.6. Service Charges/Expenses.** Your Account may be charged for service charges based upon Account activity, items returned unpaid, stop payment orders, garnishments, levies, copies or images of cancelled Checks or other services related to your account. The amount of service charges may be changed from time to time. You agree to repay your IB’s, Legent’s and PNC’s expenses, including attorneys’ fees and legal expenses, to collect money owed by you because of your Account or for any dispute relating to your Account.
- 10.7. Extraordinary Events.** To the fullest extent allowable under law, you agree not to hold your IB, Legent or PNC liable for losses caused directly or indirectly by conditions beyond our control, including, but not limited to: war, natural disaster, terrorism, government restriction, exchange or market rulings, strikes, interruptions of communications or data processing services, news or analysts’ reports, market volatility or disruptions in orderly trading on any exchange or market.
- 10.8. Governing Law.** Except where specified, this Agreement shall be governed by the laws of the State of Delaware and the United States of America, as amended.
- 10.9. Accounts That are Not Consumer Accounts/Non-Personal Accounts.** If you are not a “consumer” as defined in Regulation E, none of your IB, Legent or PNC are required to respond to your questions about Transactions within the time periods specified in the section titled Electronic Fund Transfers and the limitations on your liability for Unauthorized Transactions described above do not apply. Similarly, the parameters surrounding liability, confidentiality, and documentation requirements with respect to Electronic Fund Transfers outlined above apply only with respect to Accounts established primarily for personal, family or household purposes.
- 10.10. Representations and Amendments.** You agree that your IB, Legent and PNC shall have the right to amend this Agreement at any time by sending notice of the amendment to you. An amendment shall be effective as of the date established. If any changes are made to this Agreement that will affect you adversely (by increasing costs or liability to you, or limiting access to your Account), you

will be notified prior to the change as required by law. The change will automatically become effective unless, prior to the effective date, you notify your IB, Legent of PNC us of your intention to terminate your Check writing privileges, Card or other services, as applicable. Emergency changes may be made for security reasons, without prior written notice to you. You understand additional restrictions may apply to the services and additional documentation may be required by applicable law or our policies and procedures. You agree to promptly comply with any such restrictions and requests for additional documents.

- 10.11. Severability.** If and to the extent any term or provision herein is or should become invalid or unenforceable, then (i) the remaining terms and provisions hereof shall be unimpaired and remain in full force and effect and (ii) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.
- 10.12. Headings.** The headings of the provisions hereof are for ease of reference only and shall not affect the interpretation or application of this Agreement or in any way modify or qualify any of the rights or obligations provided for hereunder.
- 10.13. Recording Conversations and Monitoring Electronic Communications.** For our mutual protection, you understand, agree, and expressly consent to your IB's, Legent's and PNC's electronic recordation of any of your telephone conversations with them and to your IB's, Legent's and PNC's monitoring of your electronic communications with them, including but not limited to e-mail and facsimile transmission.
- 10.14. Priority of Agreements.** In the event of any conflict between this Agreement and any other agreement you have with your IB or Legent this Agreement will control with respect to your Checks, Cards, ACH and any Transactions described herein.

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