



# NEW ACCOUNT APPLICATION

Penson Financial Services, Inc.

A Division of York Securities, Inc. 160 Broadway, East Bldg.- FL 7, New York NY 10038

I (We) would like to open a brokerage account with the Introducing Broker, Trading Direct, a division of York Securities, Inc., to be established with Penson Financial Services, Inc.

### ACCOUNT INFORMATION (NOTE: ALL FIELDS MUST BE COMPLETED) PLEASE TYPE OR PRINT

Account Name or Primary Owner		Date of Birth or Incorporation	Social Security or Tax I.D. No.
Primary Owner Personal Information: Married? <input type="checkbox"/> Yes <input type="checkbox"/> No		Country of Citizenship:	
Joint Application Name or Name of Minor if Custodial Account		Date of Birth	Social Security No.
Mailing Address (IF PO BOX, HOME ADDRESS MUST ALSO BE PROVIDED)		City or Town	State Zip
Home Address (if different from mailing address)		City or Town	State Zip
Joint Applicant Address (if different from above)		City or Town	State Zip
Home Telephone No. ( )	Business Telephone No. ( )	E-Mail Address	
Primary Applicant Employer	Years Employed	Position	
Primary Employer Address		City or Town	State Zip
Joint Applicant Employer	Years Employed	Position	
Joint Employer Address		City or Town	State Zip
Have you granted trading authorization to another party? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Request Trading Authorization Form and provide name of agent:			
Are you a director, a 10% shareholder, or a policy-making executive officer of a publicly traded company? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, name company: I (We) promise to notify you of any change.			
Are you, or anyone authorized to trade in your account, affiliated with or work for a member firm of a stock exchange or FINRA? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, name of firm:			
<b>Bank Reference</b>	Name	Type	Branch
<b>Brokerage Reference</b>	Name of Firm	Type	Branch
<b>Account Type</b>	<input type="checkbox"/> CASH (Customer Agreement on page 2 of this application) <input type="checkbox"/> MARGIN (Request Margin and Truth in Lending Agreements)		
<input type="checkbox"/> Joint	<input type="checkbox"/> Investment Club / Partnership (Submit Partnership or Inv. Club Form)	<input type="checkbox"/> Options (submit options application)	
<input type="checkbox"/> Custodial	<input type="checkbox"/> Trust (Submit Trustee Certif & Furnish Trust Agreement)	<input type="checkbox"/> Other (Please Specify):	
<input type="checkbox"/> Sole Proprietorship (Submit Sole Owner Form)	<input type="checkbox"/> Estate (Submit Death Cert., Affidavit of Domicile, & Court Apptmnt)		
<input type="checkbox"/> Corporation (Submit Corporate Form)	<input type="checkbox"/> LLC (Submit Non-Corporate Resolution)		
<b>Prior Investment Experience:</b>	<input type="checkbox"/> None	<input type="checkbox"/> Limited	<input type="checkbox"/> Good <input type="checkbox"/> Extensive
<b>Investment Objective(s)</b>	<b>Financial Status</b>		
<input type="checkbox"/> Income (04) <input type="checkbox"/> Speculation (06) <input type="checkbox"/> Growth (03)	Annual Income \$ _____ Net Worth (Including Family Residence) \$ _____		
<input type="checkbox"/> Capital Preservation (05) <input type="checkbox"/> Other (08) _____	Tax Bracket % _____ Liquid Assets (Cash and Securities) \$ _____		
I understand that Trading Direct is a discount brokerage firm and as such does not provide investment advice, but rather accepts customer orders to trade securities and delivers them through its clearing agent to the appropriate exchange or market maker for execution. I accept responsibility for and understand that my investment decisions and trading strategies are at my sole discretion and risk. Penson Financial Services, Inc. will hold all securities, dividends, and proceeds for my account.			
<b>Direct Communication Rule 14b-1(c)</b>	Rule 14b-1(c) of the Securities Exchange Act, unless you object, requires us to disclose to an issuer, upon its request, the name, address, and securities position of our customers who are beneficial owners of the issuer's securities that are held by us in your account in nominee name. The issuer would be permitted to use your name and other related information for corporation communication only. If you object to this disclosure check the box below. <input type="checkbox"/> Yes, I do object to the disclosure of such information.		
<b>W-9 Certification</b>	Under penalty of perjury, I certify that: 1. The number shown on this form is my correct taxpayer 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, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.		
I authorize Penson Financial Services, Inc. (PFSI) to obtain a consumer report at the time of application to verify my creditworthiness and to obtain a consumer report from time to time for updates, renewals, extensions, and collection activity on any approved account. Upon my written request, PFSI will disclose to me whether it obtained a report, and if so, the name and address of the consumer-reporting agency that provided it. In the event that my account is denied, as a result of the consumer report verification, I authorize PFSI to provide to my introducing broker the reason(s) for such denial.			
<b>BY SIGNING THIS APPLICATION, I (WE) ACKNOWLEDGE THE FOLLOWING: (1) THAT, IN ACCORDANCE WITH PARAGRAPH #9 OF THE CUSTOMER AGREEMENT, I (WE) AGREE IN ADVANCE TO ARBITRATE ANY CONTROVERSIES WHICH MAY ARISE WITH EACH OR BOTH OF YOU, (2) RECEIPT OF A COPY OF THE CUSTOMER AGREEMENT ON THE SECOND &amp; THIRD PAGE OF THIS APPLICATION AND (3) THE INFORMATION PROVIDED ABOVE IS ACCURATE.</b>			
Signature	Date	Signature of Joint Applicant	Date
X		X	
(FOR A JOINT ACCOUNT BOTH PARTIES MUST SIGN FORM)			
Office Use Only	Date Opened:	Approved By:	Customer ID Verified? <input type="checkbox"/> Yes <input type="checkbox"/> No

**CUSTOMER ACCOUNT AGREEMENT****Cash Account**

This Customer Account Agreement sets forth the respective rights and obligations of my broker ("you") and the customer(s) identified on the New Account Application ("I" or "me") in connection with my brokerage account with you ("the Account").

1. I agree as follows with respect to the Account, which I have established with you for the purchase, sale or carrying of securities or contracts relating thereto and/or the borrowing of funds.
2. I am of legal age and no one except the signatories of the Account has any interest in the Account.
3. All transactions for the Account shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market where executed.
4. I agree that, in giving orders to sell, all "short" sale orders will be designated as "short" and all "long" sale orders will be designated as "long" and that the designation of a sell order as "long" is a representation on my part that I own the security and, if the security is not in your possession, that I will deliver it by settlement date in good deliverable form.
5. Reports of the execution of orders and statements of my account shall be conclusive if not objected to within five days and ten days, respectively, after transmittal to me by mail or otherwise.
6. At any time and from time to time you may, at your discretion, without notice to me, apply and/or transfer any securities, commodities, contracts relating thereto, or any other property or equity therein, interchangeably between any of my accounts, whether individual or joint, and from any of my accounts to any account guaranteed by me.
7. In consideration of your sending any mail to me in care of a Post Office Box Address or a third party, I hereby agree that "all correspondence of any nature whatsoever" sent to me in such address will have the same force and effect as if it had been delivered to me personally. I have listed my permanent address on the New Account Application.
8. To help the government fight the funding of terrorism and money laundering, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. In order to open an account, I will provide information that will allow you to identify me including, but not limited to, my name, address, date of birth, and my driver's license or other identifying documents.
9. This agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:
  - a. 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 forum in which a claim is filed.
  - b. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
  - c. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
  - d. The arbitrators do not have to explain the reason(s) for their award.
  - e. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
  - f. 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.
  - g. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

**I agree that any and all controversies that may arise between or among me, you, and/ or your clearing firm, or any of their respective officers, directors, employees, agents, subsidiaries, or affiliates, including, but not limited to, those arising out of or relating to transactions contemplated hereby, the account established hereunder, any activity or claim related to the Account, or the construction, performance, or breach of this or any other agreement between or among us, whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this agreement shall be conducted before the Financial Industry Regulatory Authority, Inc. ("FINRA"), and in accordance with its rules then in force. Judgment upon the award of arbitrators may be entered in any court, state or federal, 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 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. Investment Objective Definitions: **Capital Preservation** - a conservative investment strategy characterized by a desire to avoid risk of loss; **Income** - strategy focused on current income rather than capital appreciation; **Growth** - investing in stocks with strong earnings and/or revenue growth or potential; **Speculation** - taking larger risks, usually by frequent trading, with hope of higher than-average gain. All strategies involve various types and levels of risk, the most common of which are market, credit, inflation, business and interest rate.

11. This agreement shall inure to the benefit of you and your clearing firm's successors and assigns, shall be binding on the undersigned, his heirs, executors, administrators and assigns and shall be governed by the laws of the State of New York, without reference to its choice of law doctrine. I may not assign my rights or delegate my obligations under this agreement, in whole or in part, without your prior written consent. I understand that if any term of this agreement is found to be invalid or unenforceable, all other provisions will remain in force. This agreement may be amended upon written notice

## CUSTOMER ACCOUNT AGREEMENT - Cash Account (Continued)

from you. I agree that your failure to insist on strict compliance with this agreement is not considered a waiver of your rights under this agreement. At your discretion, you may terminate this agreement at any time on notice to me. I understand, however, that I will continue to be responsible for any obligation incurred by me prior to termination.

12. I understand you have the right to request a deposit or delivery of securities before executing a securities transaction. You have the right to refuse to execute securities transactions for me at any time and for any reason. I understand and agree that securities I purchase will be paid in full by the settlement date. I understand that you will have a general lien against my assets held by you for the discharge of my obligations to you. For any securities transactions not settled by the settlement date, you shall have the right, with or without demand or notice to me, to sell securities purchased by public or private sale or purchase those securities with or without advertisement. I grant you the right of set-off. I agree to satisfy, upon demand, any indebtedness to you, including any interest, commission charges, and fees. I further agree to pay any loss, cost, and expense you may incur, including reasonable attorney's fees, (i) to collect any amount I owe you for failure to settle any securities transactions properly and for any other reason and (ii) to reimburse you if you become party to any action arising out of my securities transactions. I understand that, because of circumstances beyond a broker-dealer's control, its customers' voting rights may be impaired. For example, if the stock of a company that another customer has purchased has not yet been received from the seller(s), then other customers' abilities to vote that company's stock could be impaired until those shares are received. In addition, if the stock of a company that I have purchased has not yet been received from the seller(s), then payments received by me from you, in lieu of the dividends on that stock not yet received, may receive tax treatment less favorable than that accorded to dividends.

13. I understand that you have entered into a fully disclosed clearing agreement with Penson Financial Services, Inc. ("Clearing Firm") pursuant to which Clearing Firm may perform certain transaction processing, clearing, custodial, and financing functions for you with respect to the Account. I understand that Clearing Firm does not control, audit, or otherwise supervise your activities, does not verify information I provide to you regarding the Account or transactions processed for the Account, and does not undertake responsibility for reviewing the appropriateness of transactions entered by you on my behalf. I agree that you are not an agent of Clearing Firm, that Clearing Firm is not your agent, and that I will in no way hold Clearing Firm, or its officers, directors, employees and agents liable for any trading losses that I may incur. I agree that Clearing Firm is a beneficiary of all of the terms and conditions of this agreement, including but not limited to, my representations, warranties, acknowledgments, covenants, understandings, agreements, authorizations, indemnifications, waivers, and releases to the same extent as if they were made directly by me to Clearing Firm. And I agree that Clearing Firm, in its own name and for its own benefit, shall be entitled to exercise and enforce directly against me such provisions and all other rights granted to you.

14. I understand and acknowledge that:

- a. Penny stocks (any equity security in which the bid and ask price of the security is less than \$5 a share) are generally considered high-risk investments and should be purchased purely for speculation.
- b. The purchase of penny stocks may involve significant risks, including the loss of my entire investment.
- c. Penny stocks may trade infrequently.
- d. A market and/or a price may be unavailable when I wish to sell penny stocks and I could lose my entire investment.
- e. Even minimum commission costs for this transaction may result in a significant adverse effect to the return on my investment.
- f. I attest that any order I place that was not solicited directly or indirectly by you and any security selection is solely my decision.

X \_\_\_\_\_ X \_\_\_\_\_  
(Applicant's Signature) Date (Signature of co-applicant) Date