

# **Wilson-Davis & Company- WD INVESTMENTS** 236 So. Main St. - Salt Lake City, UT 84101

## **Customer Securities Deposit Agreement**

The undersigned customer (“Customer”) of Wilson-Davis & Co., Inc. (“WDCO”), hereby tenders for deposit into Customer’s account at WDCO the following shares of stock (“Stock”):

Customer:	Issuer:	Symbol:
No. of shares:	Cert:	DTC: DWAC:

In depositing this Stock and to induce WDCO to accept such Stock, Customer represents, acknowledges, and agrees with WDCO as follows:

1. The Stock is tendered subject to WDCO’s acceptance and compliance procedures. WDCO is under no obligation to accept such Stock or sell, transfer, or otherwise take any action respecting the Stock. Customer may at any time request return of the Stock. Until accepted by WDCO, the Stock does not constitute “good delivery” to WDCO.
2. Customer will cooperate with WDCO in completing its investigation of the Stock; the full details of the series of transactions since the Stock was last transferred from the issuer or an affiliate of the issuer; Customer’s status and relationship with the issuer, its affiliates, and their associates; and related information. Customer will provide all information requested by WDCO, including supporting documents to confirm the information provided, and authorizes WDCO to contact the issuer, issuer’s transfer agent, and other third parties, as WDCO may determine, to conduct its investigation.
3. All information provided by Customer to WDCO is and will be accurate and complete in all material respects, all documents provided are genuine and authentic, and all copies of documents are and will be true and correct. Customer knows of no information showing that the information and documents provided or to be provided to WDCO are not, and will not be when provided, accurate, authentic, and complete.
4. Customer agrees to sell, transfer, or otherwise dispose of the Stock only in compliance with all provisions of federal and state securities, anti-money laundering, anti-terrorism, or other laws, including:
  - (a) the requirement that all transactions in securities be registered under the Securities Act unless they are effected in accordance with all of the conditions of an available exemption from registration;
  - (b) the prohibition on effecting transactions in securities while possessing material nonpublic information;
  - (c) the prohibition on any transaction that is part of a plan to violate or evade any federal or state law;
  - (d) the prohibition on using any device, scheme, or artifice to defraud or to misstate a material fact or omit to state a material fact required to be made in order to make the statements made not misleading; and
  - (e) the requirement that all transactions be for a lawful business purpose, the details of which, with supporting documentation, will be provided to WDCO.
5. Customer acknowledges that the investigation by WDCO respecting the acceptance of the Stock may take a significant time, depending on the documents available, the responsiveness of third parties, and other matters outside the control of WDCO, and that any such investigation will be ongoing even after initial acceptance. Any acceptance by WDCO of the Stock or effecting transactions in such Stock does not preclude WDCO from ongoing compliance review, the suspension or termination of further transactions, and the freezing of Customer’s account.
6. Customer hereby agrees to indemnify WDCO, together with its affiliates, representatives, agents, successors, and assigns (collectively, “Indemnitees”), and hold them harmless from and against any and all loss, cost, or damage, including the legal and other costs of investigating or defending the same, from any actual or alleged breach by Customer of this Agreement; WDCO’s reliance upon any instruction, notice, or communication by Customer or any agent of Customer; or any actual or alleged violation by Customer of law, rule, regulation, or requirement of any governmental authority or self-regulatory organization.

7. If indemnification is finally determined by a court or arbitrator to be unavailable to the Indemnitees, the Customer and WDCO will contribute to the total losses, claims, liabilities, expenses, and damages (including any investigative, legal, and other expenses reasonably incurred in connection with, and any amount paid in settlement of, any action, suit, or proceeding or any claim asserted), in such proportion as shall be appropriate to reflect the relative benefits received by Customer on the one hand and Indemnitees on the other hand, which shall be deemed to be in the same proportion as the total gross proceeds from the sale of Stock bears to the net proceeds payable to the Customer and the total compensation received by Indemnitees.
8. WDCO has the right to freeze transactions in Customer's account if WDCO determines, in its discretion, that such proposed transactions may violate applicable law or breach Customer's agreement with WDCO.
9. WDCO is not responsible for any fluctuations in the trading price or volume of the Stock resulting from delays in completing its review or suspending or terminating transactions. Customer exclusively, at all times, bears all market risks. Customer is solely responsible for monitoring all market price and volume fluctuations. Customer's sole remedy in the event of any such market changes is to request the return to the Customer of the balance of such Stock, which may expose the Customer to additional market risks
10. Any dispute arising under this agreement shall be resolved in accordance with the arbitration provisions of Customer's account agreement with WDCO, which is incorporated herein by reference, and the rules of the Financial Industry Regulatory Authority.
11. To induce WDCO to review Customer's tender of the Stock for possible acceptance into Customer's account, upon request Customer will reimburse WDCO the reasonable fees and expenses for its investigation and specifically authorizes WDCO to deduct any unpaid balance from proceeds from the sale of Stock.
12. The Stock and the proceeds therefrom will be subject to WDCO's policies, as amended from time to time, limiting or prohibiting certain transfers, including transfers of securities deposited in certificate form to other DTC firms, transfers of funds to other WDCO accounts (either of Customer or of third parties), funds disbursements to third parties, or other requested actions.
13. Customer confirms that the Stock is free and clear of any and all liens and claims, is fully paid for in accordance with the terms of the agreement under which it was acquired, and was acquired in a bona fide, legal transaction. Customer has not solicited or made and will not solicit or make any arrangement for the solicitation of buy orders in connection with the proposed resale of the Stock. Customer has not made and will not make any payment to any other person in connection with the proposed sale of the Stock, either from the proceeds of such sale or otherwise.
14. Customer agrees to update all information provided by Customer from time to time if, as, and when any of the information previously provided becomes inaccurate or incomplete, specifically including information about Customer's possible affiliation with an issuer, access to nonpublic information about the issuer, or any agreements, understandings, or arrangements to act in concert or in collaboration with any other person owning, acquiring, selling, or attempting to acquire or sell any of the Stock.
15. Customer acknowledges that selling the Stock pursuant to a "market not held," "all or none" or other discretionary market order authorizes WDCO to use its brokerage judgment in executing the order and to trade at the same or better price than that received on the sale of the Stock and relieves WDCO of its normal responsibilities respecting the time of execution and the price or prices of execution of such an order.
16. Customer will cooperate fully in any inquiry or investigation by any governmental authority or self-regulatory organization of the Stock or of WDCO respecting the Stock.
17. This is a binding legal agreement between Customer and WDCO. Customer acknowledges the right to consult with legal counsel prior to signing this agreement.

**Customer, under penalty of perjury, hereby swears and affirms that all information provided by Customer in this agreement and otherwise to WDCO is and will be accurate and complete.**

**CUSTOMER:**

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Signature

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Date