

Employment Status

Are you currently:

Employed Self-Employed Not Employed Retired Student Other:

Job Title

Occupation

Employer

Business Address

Apt/Suite No.

City

State

ZIP Code

Country

Co-Applicant (if applicable) If Trust place Trustee information below

Contact Information

First Name

Last Name

Use the same address information listed for the primary applicant.

Permanent Address

Apt/Suite No.

City

State

ZIP Code

Country

Work Phone

Home Phone

Mobile Phone

Email Address

Mailing Address (if different from above)

Apt/Suite No.

City

State

ZIP Code

Country

Are you:

Single Married Domestic Partner Divorced Widowed Number of Dependents: _____

Employment Status

Are you currently:

Employed Self-Employed Not Employed Retired Student Other:

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City

State

ZIP Code

Country

2) Please Tell Us About Yourself - Continued

USA PATRIOT Act Information (Required by Federal law—See page 1)

Date of Birth (mm/dd/yyyy)	Social Security or Taxpayer ID No.	Country of Citizenship
ID No. (Select one): <input type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> State ID <input type="checkbox"/> Other Government-issued ID	Place/Country of Issuance	
Issue Date (mm/yyyy)	Expiration Date (mm/yyyy)	Country of Tax Residence (if different than country of citizenship)

USA PATRIOT Act Information Co-Applicant (If Necessary)

Date of Birth (mm/dd/yyyy)	Social Security or Taxpayer ID No.	Country of Citizenship
ID No. (Select one): <input type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> State ID <input type="checkbox"/> Other Government-issued ID	Place/Country of Issuance	
Issue Date (mm/yyyy)	Expiration Date (mm/yyyy)	Country of Tax Residence (if different than country of citizenship)

Minor Account Information –Necessary for 529 Plans, Coverdells, and UTMA/UGMA

Custodial account 1 – Minor Name	Social Security or Taxpayer ID No.	Date of Birth (mm/dd/yyyy)
Custodial account 2 – Minor Name	Social Security or Taxpayer ID No.	Date of Birth (mm/dd/yyyy)
Custodial account 3 – Minor Name	Social Security or Taxpayer ID No.	Date of Birth (mm/dd/yyyy)
Custodial account 4 – Minor Name	Social Security or Taxpayer ID No.	Date of Birth (mm/dd/yyyy)

All Applicants

Household Financial Background – If Trust or Corporation, Legal Entity Financial Background

Please tell us your best estimate as to:

ANNUAL INCOME ¹ (from all sources)	NET WORTH ² (excluding your residence)	LIQUID NET WORTH ³	TAX RATE (highest marginal)
<input type="checkbox"/> \$25,000 and under	<input type="checkbox"/> \$25,000 and under	<input type="checkbox"/> \$25,000 and under	<input type="checkbox"/> 0-15%
<input type="checkbox"/> \$25,001-50,000	<input type="checkbox"/> \$25,001-50,000	<input type="checkbox"/> \$25,001-50,000	<input type="checkbox"/> 16-25%
<input type="checkbox"/> \$50,001-100,000	<input type="checkbox"/> \$50,001-200,000	<input type="checkbox"/> \$50,001-200,000	<input type="checkbox"/> 26-30%
<input type="checkbox"/> \$100,001-250,000	<input type="checkbox"/> \$200,001-500,000	<input type="checkbox"/> \$200,001-500,000	<input type="checkbox"/> 31-35%
<input type="checkbox"/> \$250,001-500,000	<input type="checkbox"/> \$500,001-1,000,000	<input type="checkbox"/> \$500,001-1,000,000	<input type="checkbox"/> Over 35%
<input type="checkbox"/> Over \$500,000	<input type="checkbox"/> \$1,000,001-3,000,000	<input type="checkbox"/> \$1,000,001-3,000,000	
	<input type="checkbox"/> Over \$3,000,000	<input type="checkbox"/> Over \$3,000,000	

ANNUAL EXPENSES
(recurring)

\$50,000 and under
 \$50,001-100,000
 \$100,001-250,000
 \$250,001-500,000
 Over \$500,000

¹ Annual income includes income from sources such as employment, alimony, social security, investment income, etc.
² Net worth is the value of your assets minus your liabilities. For purposes of this application, assets include stocks, bonds, mutual funds, other securities, bank accounts, and other personal property. Do not include your primary residence among your assets. For liabilities, include any outstanding loans, credit card balances, taxes, etc. Do not include your mortgage.
³ Liquid net worth is your net worth minus assets that cannot be converted quickly and easily into cash, such as real estate, business equity, personal property and automobiles, expected inheritances, assets earmarked for other purposes, and investments or accounts subject to substantial penalties if they were sold or if assets were withdrawn from them.
⁴ Annual expenses might include mortgage payments, rent, long-term debts, utilities, alimony or child support payments, etc.

2) Please Tell Us About Yourself - Continued

Industry and Other Affiliations

<p><i>Primary Applicant</i></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><i>Co-Applicant</i></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><i>Are you, your spouse, or any other immediate family members, including parents, in-laws, siblings and dependents:</i></p> <p>Employed by or associated with the securities industry (for example, a sole proprietor, partner, officer, director, or branch manager of a broker-dealer firm) or a financial regulatory agency?</p> <p>If yes, please specify entity below. If employed by the entity and, if required, please provide a letter from your employer (with this Application) approving establishment of this account.</p> <p><input type="checkbox"/> Broker-Dealer or Municipal Securities Dealer <input type="checkbox"/> Investment Adviser <input type="checkbox"/> FINRA <input type="checkbox"/> State or Federal Securities Regulator</p> <p>Name of entity(ies): _____</p> <p>An officer, director or 10% (or more) shareholder in a publicly-owned company?</p> <p>Name of company and symbol: _____</p> <p>A senior military, governmental or political official in a non-US country?</p> <p>Name of country: _____</p>
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3) Tell Us How You Intend to Use This Account

The more we know about you and your goals for this account, the better we can serve you. Please answer the following questions about your investment objectives, financial situation and attitude toward investment risk to help us determine which investment products and strategies are suitable for you.

I plan to use this account for the following (check all that apply):

- Generate income for current or future expenses
- Partially fund my retirement
- Wholly fund my retirement
- Steadily accumulate wealth over the long term
- Preserve wealth and pass it on to my heirs
- Pay for education
- Market speculation
- Other:

When is the earliest you expect to need funds from this account?

- Under 3 years 3-5 years 6-10 years 11-20 years Over 20 years

Select the category that best describes the risk that you are willing to take in this account

Investing involves risk. Different investment products and strategies involve different degrees of risk. The higher the expected returns of a product or strategy, the greater the risk that you could lose most of your investment. Investments should be chosen based on your objectives, timeframe, and tolerance for market fluctuations.

Please select the degree of risk you (and any co-applicants, if applicable) are willing to take with the assets in this account, in light of the purpose(s) you identified above.

- Conservative.** I want to preserve my initial principal in this account, with minimal risk, even if that means this account does not generate significant income or returns and may not keep pace with inflation.
- Moderate.** I am willing to accept some risk to my initial principal and tolerate some volatility to seek higher returns, and understand I could lose a portion of the money invested.
- Growth & Income.** I am willing to accept high risk to my initial principal, including high volatility, to seek high returns over time, and understand I could lose a substantial amount of the money invested.
- Capital Growth.** I am willing to accept maximum risk to my initial principal to aggressively seek maximum returns, and understand I could lose most, or all, of the money invested

Financial Investment Experience

We are collecting the information below to better understand your investment experience. We recognize your responses may change over time as you work with us.

Please check the boxes that best describe your investment experience to date.

Investment	Years experience			Decision-Making (check all that apply)
Mutual Funds	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input type="checkbox"/> Over 5	<input type="checkbox"/> I consult with my broker, investment adviser, CPA, or other financial Professionals.
Exchange Traded Funds	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input type="checkbox"/> Over 5	
Individual Stocks	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input type="checkbox"/> Over 5	<input type="checkbox"/> I generally make my own decisions and/or consult with my co-applicant(s).
Bonds	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input type="checkbox"/> Over 5	
Options	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input type="checkbox"/> Over 5	<input type="checkbox"/> I discuss investment decisions with family and/or friends.
Securities Futures	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input type="checkbox"/> Over 5	
Annuities	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input type="checkbox"/> Over 5	
Alternative ⁵	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input type="checkbox"/> Over 5	
Margin	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input type="checkbox"/> Over 5	

⁵ May include structured products, hedge funds, etc.

Other Investments

Please provide us with additional information about your other investments to help us more fully understand your investment profile and identify what types of investments or strategies may be suitable for you. Please use additional space as needed.

	\$
	\$
	\$
	\$
	\$
	\$

4) Tell Us How You Will Fund This Account

Please tell us how you are funding this account (check all that apply):

<input type="checkbox"/> Income	<input type="checkbox"/> Insurance payout
<input type="checkbox"/> Pension or retirement savings	<input type="checkbox"/> Inheritance
<input type="checkbox"/> Funds from another account	<input type="checkbox"/> Social Security benefits
<input type="checkbox"/> Gift	<input type="checkbox"/> Home Equity Line of Credit/Reverse Mortgage
<input type="checkbox"/> Sale of business or property	<input type="checkbox"/> Other: _____

5) Review and Submit This Client Profile & Application

Confirmations and Signatures – Please Read Carefully

By signing this Application, you affirm that you have received and read this Application and any supplemental documents governing this relationship. You affirm that the information you have provided is accurate and you agree to notify us of any changes in the information provided. A copy of Secure Planning, Inc. privacy policy will be provided to you along with this Application.

Tax Withholding Certifications

Please check all boxes that apply, and sign and date below.

Primary Applicant	Co-Applicant	
<input type="checkbox"/>	<input type="checkbox"/>	U.S. Person: Under penalty of perjury, I certify that: (1) I am a U.S. citizen, U.S. resident alien or other U.S. person, and the Social Security Number or Taxpayer Identification Number provided in this Application is correct (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.
<input type="checkbox"/>	<input type="checkbox"/>	Certification Instructions: You must check this box if you cannot certify to item (2) above, meaning that 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.
<input type="checkbox"/>	<input type="checkbox"/>	Non-Resident Alien: I certify that I am not a U.S. citizen, U.S. resident alien, or other U.S. person for U.S. tax purposes, and I am submitting the applicable Form W-8 with this form to certify my foreign status and, if applicable, claim tax treaty benefits.

Note: By signing and dating this form, all applicants authorize the disclosure of their names, security position(s) and contact information, for purposes of receiving official communications concerning municipal securities, if relevant, to (a) an issuer of municipal securities; (b) a trustee for an issue of municipal securities in its capacity as trustee; (c) a state or federal tax authority; or (d) a custody agent for a stripped coupon municipal securities program in its capacity as custody agent. For more information, please see MSRB Rules G-8(a)(xi) and G-15(g)(iii)(A).

Predispute Arbitration Clause / Disclosures

This agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- 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.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- 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.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

It is agreed that any controversy arising out of or relating to this Agreement or the accounts established hereunder, shall be submitted to arbitration in accordance with the rules adopted by the Financial Industry Regulatory Authority Dispute Resolution Board. It is further agreed that the laws of the State of New Hampshire will apply to any controversy arising out of or relating to this Agreement or the accounts established hereunder, unless prohibited under applicable state law.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action 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 Agreement except to the extent stated herein.

Signatures

Primary Applicant Name (please print)

Primary Applicant Signature

Date

Co-Applicant Name (please print)

Co-Applicant Signature

Date

Registered Representative Signature

Date

OSJ/Principal Approval (Sign name)

Date

CLIENT RETAINS PREDISPUTE ARBITRATION CLAUSE FOR THEIR RECORDS

PRIVACY PRACTICES NOTICES

Secure Planning, Inc. (SPI) is concerned about your privacy. In order to issue and service high quality financial products and services, we collect personal information about you. Within Secure Planning, Inc. we restrict access to nonpublic personal information about you to those employees who need to know that information to provide our products or services or to otherwise conduct our business. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to safeguard all your nonpublic personal information. We do not sell your information to third parties. Our privacy procedures apply even after you stop having any customer relationship with Secure Planning, Inc.

COLLECTING INFORMATION

To conduct our business, we may collect nonpublic personal information about you from: (1) applications or other forms, such as name, address, Social Security number, assets and income, employment status and dependent information; (2) your transactions with us, our affiliates, or with others, such as account activity, payment history, and products and services purchased

HOW WE TREAT THE INFORMATION

On occasion, we may disclose your nonpublic personal information to affiliated or nonaffiliated third parties for the purpose of (1) effecting, administering, or enforcing a transaction requested by you; (2) processing or servicing a financial product or service requested by you, (3) maintaining or servicing your account, (4) marketing financial products or services; or (5) other purposes determined by the firm to be permitted by law. We may also disclose all of the information described above to third parties with whom we contract for services. Examples of these third parties are: financial service providers, such as third party administrators, broker-dealers, insurance agents and brokers, investment companies, registered representatives, investment advisors, companies that perform marketing services on behalf of Secure Planning, Inc., or to other financial institutions with whom we have joint marketing agreements, and certain non financial companies and individuals, such as consultants and vendors.

NEW ACCOUNT QUALIFICATION/DISCLOSURE STATEMENT

THE FOLLOWING INFORMATION AND DISCLOSURES ARE NOT A PART OF THE NEW ACCOUNT AGREEMENT AND ARE PROVIDED TO YOU FOR YOUR CONVENIENCE TO ASSIST YOU IN MAKING AN INFORMED INVESTMENT DECISION. THE DISCLOSURES PROVIDED ARE NOT EXHAUSTIVE AND EACH INVESTOR SHOULD CONSIDER THEIR OWN UNIQUE CIRCUMSTANCES AND NEEDS BEFORE INVESTING IN ANY SECURITY.

I. YOUR RELATIONSHIP WITH SECURE PLANNING, INC.

- A. Your registered representative (Representative) is engaged in the sale of securities products as a registered representative of Secure Planning, Inc (SPI).
- B. You have appointed SPI as your agent for the purpose of buying and selling securities at your direction or at the direction of a properly authorized Representative. As your agent, SPI is authorized to open or close accounts, place and withdraw orders, and take such steps as are reasonable to carry out such directions.
- C. An account will be deemed opened by SPI on your behalf upon the completion of the New Account Form.
- D. SPI will recognize only those securities transactions, which are executed with its knowledge, control and consent and which are duly reflected on its books and records as broker/dealer related transactions.
- E. SPI shall have the sole discretion to accept your securities orders. SPI reserves the right to require a deposit before accepting such security. SPI will automatically reject any investment, which is not deemed a security or is labeled a non-security.
- F. In consideration of our carrying a joint cash account in the form and names listed on page 1 you jointly and severally agree that each one of you shall have the authority to buy and sell on behalf of the joint account as fully and completely as if each one of you were interested in said account.
- G. If upon the normal course of business your securities account becomes overdrawn, you authorize SPI to take what it deems necessary action in order to restore the account to a whole position.

II. SERVICES OFFERED BY YOUR REGISTERED REPRESENTATIVE

- A. Your Representative has engaged SPI solely to make offers to buy or sell securities approved by SPI and Representative has no express, implied or apparent authority to contract otherwise on behalf of SPI.
- B. Your Representative will only be empowered to place an order for your account upon your prior direction or authorization delegate. Orders inconsistent with the individual financial, investment objectives, and risk exposure information on your New Account Form will be deemed to be an automatic amendment of such information.
- C. Your Representative may offer non-securities products and services outside the scope of his registration and control by SPI, such as: insurance, real-estate brokerage, law, accounting, tax, estate or financial planning. In such situations, SPI remains disinterested and neither approves nor disapproves of such activities. If you chose to engage your Representative as your agent for the provision of such products and services, you shall hold SPI harmless from any losses, which you may incur in the provision of such non-securities products and services.
- D. Your Representative is licensed to sell securities and/or insurance products on a commission basis. However, in order to effect proper due diligence and suitability in determining whether or not such product sales are warranted, he may provide such "Financial Planning" related services incidental to his role as your financial services professional. Such services typically involve advising you and your family regarding the management of your financial resources based upon an analysis of your needs. He may review your present and anticipated assets and liabilities, including insurance, savings, investments as well as your anticipated retirement or other employee benefits.
- E. Separate, fee bases financial planning and investment advisory services may be offered by your Representative pursuant to the registration and disclosure requirements of the Investment Advisors Act of 1940.

III. INVESTMENT RISK DISCLOSURE

- A. You understand that your investments may be subject to one or a combination of the following risks:

1. **MARKET RISK- Your investments principal value may fluctuate from day to day, as influenced by US or global economic, political and/or social events - or just a change in market psychology. Such reaction may be short term and therefore not indicative of your investment's long-term value.**

2. COMPANY RISK-The value of each company's stock is affected by current expectations for that company or its industry sector, as well as general market risk.
 3. INTEREST RATE RISK-Stock and Bond values tend to move opposite to interest rates. Short term bond investments are generally less impacted by interest rate movements than long term bond investments.
 4. CREDIT RISK-Common to bonds, the lower the credit worthiness of your investment, the higher its yield/risk in comparison to investments with a higher credit rating.
 5. INFLATION-Investments, which guarantee the return of principal, cannot guarantee that their yield will be greater than the prevailing rate of inflation. Inflation, in turn, represents the increasing cost of living as measured on a year-to-year basis.
- B. You further understand that time and diversification help to manage the aforementioned investment risks by allowing a well diversified portfolio the time frame needed to realize non-guaranteed, but historical norms.
 - C. Risk tolerance is a subjective measure, specific to each client situation, investment and investment objectives. You have chosen to work with your representative, using products whose price fluctuation is consistent with your investment time frame and risk tolerance. (I.E. The longer your investment time frame, the greater volatility you will have chosen to assume.)
 - D. Therefore, you represent to SPI that you are willing to assume these risks, as evidenced by your decision to open a securities account, and that you are in fact financially able to bear these risks. You also understand that you have an affirmative obligation to notify SPI in writing should your financial condition adversely change, or should your objectives become more conservative from what is shown on the New Account Form.
 - E. You must demand and obtain from your Representative the current Offering Document which fully describes the investment including potential risks and costs, prior to purchasing an interest in a partnership, mutual fund, variable annuity, unit investment trust or any new issue.
 - F. When purchasing an interest in a partnership or mutual fund, it is normally advisable to take advantage of any quantity discount privileges (breakpoints) as discussed in the applicable Offering Document, although doing so may limit your diversification.
 - G. It may not be advisable for you to exchange from one variable product or mutual fund to another especially where it may result in an additional up-front or contingent sales charge for such transfer of assets, unless there exists a reasonable basis for such switch.

UNAUTHORIZED PROHIBITED ACTS

You must take responsibility in preventing unauthorized acts within your control by adhering to all of the following:

- A. NEVER MAKE PAYMENT PAYABLE TO REPRESENTATIVE.
- B. PAY FOR ALL SECURITY PURCHASES BY UTILIZING A TRACEABLE INSTRUMENT. (I.E. PERSONAL CHECK OR FED FUNDS WIRE).
- C. DO NOT LOAN TO REPRESENTATIVE OR BORROW FROM REPRESENTATIVE MONIES OR SECURITIES AND SPECIFICALLY DO NOT AUTHORIZE OR PERMIT REPRESENTATIVE TO ACT AS A PERSONAL CUSTODIAN OF YOUR SECURITIES, STOCKPOWERS, MONIES OR ANY OTHER PERSONAL OR REAL PROPERTY OF WHICH YOU MAY HAVE AN INTEREST.
- D. DO NOT ACCEPT COMMISSION REBATE OR ANY OTHER INDUCEMENT WITH RESPECT TO YOUR PURCHASE OR SALE OF SECURITIES.
- E. DO NOT ENTER INTO AN UNDERSTANDING WHEREBY YOU AGREE TO BUY OR SELL SECURITIES TO REPRESENTATIVE.
- F. DO NOT AGREE TO ENTER INTO ANY OTHER BUSINESS RELATIONSHIP WITH REPRESENTATIVE INCLUDING BUT NOT LIMITED TO HELPING TO CAPITALIZE OR FINANCE ANY BUSINESS OF REPRESENTATIVE.

FINRA BrokerCheck

FINRA BrokerCheck, formally known as the FINRA's Public Disclosure Program, allows investors to learn about the professional background, business practices, and conduct of FINRA member firms or their brokers. The telephone number of the FINRA BrokerCheck is 800-289-9999, the website address <http://www.finra.org/Investors/ToolsCalculators/BrokerCheck/>. An investor brochure is also available upon request.

PREDISPUTE ARBITRATION CLAUSE/DISCLOSURES

For your records we are providing you with a copy of the predispute arbitration agreement and disclosure language contained in the agreement you have entered into.

This agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- 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.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- 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.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

It is agreed that any controversy arising out of or relating to this Agreement or the accounts established hereunder, shall be submitted to arbitration in accordance with the rules adopted by the Financial Industry Regulatory Authority (FINRA), Dispute Resolution Board. It is further agreed that the laws of the State of New Hampshire will apply to any controversy arising out of or relating to this Agreement or the accounts established hereunder, unless prohibited under applicable state law.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action 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 Agreement except to the extent stated herein.