

# MICHIGAN SECURITIES, INC.

MEMBER FINRA/SIPC

21415 Civic Center Drive, Suite 200, Southfield, Michigan 48076  
Phone: (248) 358-4393 (800) 403-2726 Fax: (248) 358-4374

## Client Agreement

This agreement is by and between \_\_\_\_\_ (herein referred to as Client) and Michigan Securities, Inc. (herein referred to as M.S.I.).

Whereas Client desires to engage in and utilize any of the financial services offered by M.S.I. including all mutual funds, variable annuities, partnership programs, and securities including accounts held at National Financial Services/Fidelity Investments.

1. Client agrees as follows with respect to all of its accounts, in which it has an interest alone or with others, which it has opened or may open in the future for the purchase and sale of securities or any other activity related to such account.
2. Client is not an affiliate of any stock exchange or of any member of any such exchange, the Financial Industry Regulatory Authority, a bank, a bank trust company, or insurance company and that Client will promptly notify M.S.I. in writing if Client becomes so affiliated.
3. All transactions for any account of Client shall be subject to the constitution, rules, regulations, customs and usage, as the same may be constituted or exist from time to time, of the exchange or market (and their clearinghouses, if any) where executed, including the receipt of remuneration by M.S.I. for the direction of Client trades to particular dealers.
4. Any and all credit balances, securities, or contracts relating thereto, and all other property of whatsoever kind, including but not limited to property belonging to or owed to Client, or in which Client may have an interest, held by or in any accounts introduced by M.S.I. or carried by any firm which Client's account is introduced shall be subject to a general lien for the discharge of Client's obligations. This general lien shall apply to all of Client's obligations to M.S.I. or to any carrying broker/dealer, however arising and without regard to whether or not advances have been made with respect to such property. Such credit balances, securities, contracts relating thereto and all other property, as referenced herein, may without notice to client be pledged, repledged, hypothecated, rehypothecated, separately or in common with other securities or any other property, for the sum due M.S.I. or any other broker/dealer to which account of Client is introduced.

5. All transactions in any Client's account are to be paid for at time of entry in lawful funds of the United States of America by **check** or other bank instrument payable to "**NFS, LLC.**"
6. Client agrees that in giving order to sell, all orders will be designated as "long" sales by Client and that such designation is representation by Client that such security is owned and will be delivered prior to settlement.
7. Reports of execution of orders, statements, and confirmations shall be conclusive if not objected to in writing by Client, addressed to M.S.I. at its address, via certified mail, return receipt requested, within 30 days of the date of any such transaction.
8. All communications will be sent to Client at its address given M.S.I. or at such other address as Client may hereafter provide in writing. Duplicate statements and reports of execution will be provided as directed in writing by Client.
9. Unless otherwise agreed to, all compensation to M.S.I. shall be payable in accordance with the terms negotiated for such services.
10. Michigan Securities, Inc. (M.S.I.) does not accept discretionary accounts without prior approval by two principals of the firm.
11. This agreement may not be modified or amended, except by written instrument executed by Client and the Chief Executive Officer of M.S.I. Any waiver of any provision of this agreement shall not constitute a waiver of any other provision of the agreement.
- 12. Client agrees and M.S.I. agrees that all controversies which may arise concerning any transaction or the construction, performance, or breach of this or any other agreement between Client and M.S.I., whether entered into prior to, on or subsequent to the date, hereof, shall be determined by arbitration. Arbitration is final and binding to all parties. The parties are waiving their right to seek remedies in court, including the right to jury trial. Pre-arbitration discovery is generally more limited than and different from court proceedings. The arbitrators' award is not required to include factual findings or legal reasoning and the party's right to appeal or seek modifications of rulings' of the arbitrator is strictly limited. The panel of arbitrators will typically include a minority of arbitrators who are affiliated with the securities industry.**

**This contract shall be governed by the laws of the State of Michigan, and shall inure to the benefit of and binding upon the undersigned, their representatives, attorneys-in-fact, administrators and assigns. Any controversy arising out of or**

relating to Client's accounts, to transactions with it or for it or to this agreement or the breach thereof, and whether executed within or outside the United States of America shall be settled by arbitration before the Financial Industry Regulatory Authority. or any may elect and under then existing arbitration procedures of the forum Client has elected. If Client does not make such election by registered mail addressed to M.S.I. at its main office within thirty days after demand by M.S.I. then M.S.I. will make such election. Notice preliminary to, or in conjunction with, or incidental to such arbitration proceeding, may be sent to Client by certified mail or receipted express mail, or by receipted delivery. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

13. If any provisions hereof are, or at any time should become, inconsistent with any present or future law, rule or regulation of any securities exchange, self regulatory organization, any sovereign government or regulatory body thereof and if any of these bodies had jurisdiction over the subject matter of this agreement, said provision shall be deemed to be superseded or modified to conform to such law, rule or regulation, but in all other respects, this agreement shall continue and remain in force.

**Clients and brokers are prohibited from borrowing from, lending to, or engaging in any outside business activities with each other not specifically approved in writing by a principal of this firm. If you have any questions about an investment and whether it is approved, please contact this office at 1-800-403-2726.**

Client(s) initials acknowledging reading the above statement \_\_\_\_\_

**By signing this agreement, Client acknowledges receipt of a copy of this agreement. This agreement constitutes the entire agreement and supersedes any prior agreement. This agreement contains a pre-dispute arbitration clause at Paragraph 12.**

\_\_\_\_\_  
Client

\_\_\_\_\_  
Client

Date \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

MICHIGAN SECURITIES INC.

Agreed and accepted: \_\_\_\_\_

DATE: \_\_\_\_\_