

Rep. # (Name): \_\_\_\_\_

Account Name: \_\_\_\_\_

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

## Investment Advisory PMP Client Agreement

This Investment Advisory PMP Client Agreement (“Agreement”) sets forth the terms and conditions of the fee-based advisory relationship, known as the Portfolio Management Program (“PMP” or “Program”), between Moors & Cabot, Inc., an SEC-registered investment adviser (“M&C” or “Advisor”) and the account holder (“Client” or “You”) (together, the “Parties”).

**1. APPOINTMENT OF ADVISER AND CUSTODIAN:** Effective from the date indicated on the below signature page, and until this Agreement is terminated as provided in Section 16, the Client hereby engages M&C as Client’s investment adviser in accordance with the terms and conditions of this Agreement. The Client’s Account (“Account”) must be held by or another bank or broker-dealer that is a “qualified custodian” within the meaning of the SEC Rule 206(4)-1(d)(6) and designated by M&C in its sole discretion (the “Custodian”<sup>1</sup>) as a condition for participation in the Program. Client checks for funds to be deposited into the Account should be made payable to the Custodian. Client understands that M&C and the investment adviser representative that M&C has assigned to advise You with respect to the Account (“Representative”) are prohibited from taking personal possession of Client securities, stock powers, cash or any other personal or real property in which Client may have an interest. M&C shall have the authority in its discretion to designate one or more of its employees or other supervised persons to serve as representative instead of or in addition to the Representative, in which case references to the “Representative” herein shall refer to any or all, as applicable, such other supervised persons. If there is a change to the supervised person(s) serving as Representative, you will be notified with information regarding this change and the contact information of the Representative who will be handling your Account.

**2. INFORMATION TO BE FURNISHED BY CLIENT:** Client agrees to furnish M&C with all the information necessary to allow it to carry out its obligations under this Agreement. In addition, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. Client is required to provide the following information, among other things: name, address, date of birth and other information that will allow M&C to confirm Client’s identity. In addition, M&C may also request a valid driver’s license or other identifying information. You represent and warrant that all information and documents you furnish M&C will be true and accurate.

**3. ADVISOR’S AUTHORITY:**

**3.1 Discretionary Account:** Unless indicated below in Section 3.2, M&C shall have full discretionary authority to make determinations for the Account as to which securities are to be bought or sold, where securities are to be bought or sold, the quantities of securities to be bought or sold, and when to buy, sell, or hold such securities without obtaining the prior consent of the Client. Client may place reasonable restrictions on this authority by specifying such restrictions in writing to the Representative. To carry out any transactions involving the Account, the Client hereby authorizes M&C as Client’s agent to issue to brokers instructions to purchase, sell, and otherwise to trade in or deal with any security in the Account, for the account of, risk of, and in the name of, the Client. Client further authorizes M&C, through the Representative, to instruct the Custodian of the securities and other assets in the Account to deliver securities sold, exchanged, or otherwise disposed of from the Account and to pay cash for securities delivered to the Custodian upon acquisition for the Account. Any authorization by M&C or Representative, requesting delivery of securities or payment of cash by the Custodian will be for the benefit of the Client in the performance of M&C’s fiduciary duty to the Client. Such authorization, however, does not include authority

---

<sup>1</sup> RBC Correspondent Services, a division of RBC Capital Markets, LLC, which is a NYSE/FINRA/SIPC Member, and a registered broker-dealer currently serves as Custodian. M&C currently introduces the Account to RBC in M&C’s capacity as a broker-dealer. RBC and M&C are not under common ownership or control.

# MOORS & CABOT

## INVESTMENTS

to deliver or pay securities or cash (other than payment of the advisory fee required pursuant to this Agreement) to M&C or Representative directly. The Custodian will provide confirmations of transactions in your account, credit your account with dividends, and interest paid on securities and with principal paid on called or matured securities in your account, in addition to providing a quarterly or monthly (if there is activity) account statement. It is your responsibility to review this material and to promptly report any discrepancy to M&C. This section 3.1 shall not apply to any Account managed on a non-discretionary basis pursuant to section 3.2.

**3.2 Non-Discretionary Account:** By initialing below, Client has decided and agrees that the Account will be managed on a non-discretionary basis where the Client makes the final investment decisions and Client must instruct Advisor to order any transactions in the Account (other than sweep transactions). This section 3.2 shall apply only if Client has initialed below or if Client and Advisor have agreed or subsequently agree in writing that the Advisor will manage the Account on a non-discretionary basis. For the avoidance of doubt, this section 3.2 shall not apply to any Account managed on a discretionary basis. Advisor will assist with the review and evaluation of Client's investment objectives as defined in Client's investor profile. This shall include an analysis of overall investment suitability, wherein Advisor may consider assets that are not held in Client's Account that Client has designated for analysis. For the avoidance of doubt, Advisor shall have no duty hereunder to consider any assets that Client has not designated for analysis.

An asset allocation plan will guide Client and Advisor in populating the Account with a mix of investment products that is suitable relative to Client's investment objectives and risk tolerance. Client, together with Advisor, will determine an initial asset allocation plan that is specifically designed for Client. Client acknowledges and agrees that Advisor will be unable to assist client in determining any asset allocation plan unless and until Client provides Advisor with sufficient information upon which to base such plan.

Advisor may also provide specific advice about implementing investment decisions through eligible assets, which Client has the option of agreeing to or discussing alternatives with Advisor. Although Advisor will make investment recommendations to Client, Advisor does not have the discretion to effect any transaction without first obtaining Client's consent (which may be verbal), and therefore all decisions to purchase or sell securities, including rebalancing transactions, will be made solely by Client.

Advisor will periodically provide Client with investment advice, which may include recommendations regarding Client's asset allocation plan and/or portfolio, including, as applicable depending on Advisor's advice, trading, holding, investing, and reinvesting assets in a manner consistent with Client's investment objectives and pursuant to Client's consent. Client also has the option of having the Account rebalanced through a series of purchase, sale and redemption transactions (which may entail tax consequences) to reflect the then-current asset allocation selected by Client. In the event that Client notifies Advisor of a change in Client's investment suitability and objectives, Advisor may revise Client's asset allocation and, if necessary, suggest rebalancing of the Account in accordance with the updated information.

Advisor shall have no authority to deliver or pay securities or cash (other than payment of the advisory fee required pursuant to this Agreement) from any Account managed on a non-discretionary basis to M&C or Representative directly.

If Client wishes to have the Account managed on a non-discretionary basis, please initial below. If Client has not initialed below or otherwise agreed with Advisor in writing that the Account will be non-discretionary, the Account will be managed on a discretionary basis as set forth in Section 3.1.

Client Initials: \_\_\_\_\_

**4. PROXY VOTING:** Custodian shall directly deliver to Client all shareholder communications, including proxy statements and proxies, distributed by the issuers of securities held in the Account. The Client is solely responsible for voting all proxies; executing waivers, consents, and other instruments; and responding to any plan of reorganization, merger, combination, consolidation,

# MOORS & CABOT

## INVESTMENTS

liquidation or similar transaction or plan with respect to any securities in the Account. Neither Advisor nor Representative will receive, vote or act upon any proxy notices, annual meeting notices, or other proposed corporate actions. Representative will, however, assist Client with any questions relating to proxy votes.

**5. SUB-ADVISER:** Some accounts are additionally reviewed and managed by another investment adviser (each, a "Sub-Adviser"). If Advisor and Client have agreed in writing that the Advisor will use a sub-adviser and Advisor manages the Account on a discretionary basis pursuant to section 3.1 above, then Client agrees and acknowledges that the Sub-Adviser shall have trading discretion in the Account. The Sub-Adviser is paid from the overall Advisory Fee (discussed below) charged to the Account. If your Account is subject to a sub-advisory relationship, please see the attached Sub-Advisory Addendum for your fee rates and additional information.

**6. ADVISORY FEE:** You agree to pay the Advisor a quarterly advisory fee ("Advisory Fee"). The Advisory Fee covers M&C's investment advisory and financial planning services (and, if applicable, the Sub-Adviser's services), M&C agency execution services, and RBC Capital Market's clearing and custody charges. The Advisory Fee will be shared between M&C and your Representative (and, if applicable, the Sub-Adviser). Securities transactions will be effected through M&C as a New York Stock Exchange member firm that clears through RBC Capital Markets. Brokerage commissions will not be charged to you. They are covered under the Advisory Fee.

The Advisory Fee does not, however, cover charges for retirement, trust, or cash management services; charges for wire transfers, foreign securities fees, ACAT transfers, legal items, or transfer and shipment of securities; Securities and Exchange Commission ("SEC") required fees; or transfer taxes. (Please see M&C's ADV Part 2A Brochure and your RBC Capital Markets agreement for more details.)

In addition, you should be aware that certain mutual funds charge fees such as 12b-1 fees, a portion of which is received by M&C. The amount of 12b-1 fees is described in the respective mutual fund's Prospectus. M&C, however, will credit all 12b-1 fees received by M&C in connection with the Client's Account back to such Account. Client should read the mutual fund's Prospectus to learn more about the mutual fund's fees and other information about the fund.

**7. CALCULATION OF FEE:** Your initial fee will accrue daily based on the value of the Account in the month the contract is initially approved. The initial fee will be prorated and covers the period from the approval date through the end of the current full calendar quarter. Thereafter, the Advisory Fee will be based on the account value of on the last business day of the preceding quarter, due the following business day, and cover that next calendar quarter. In computing the market value of any security or other investment in Client's Account, each security listed on national exchange shall be valued, as of the valuation date, at the closing price on the principal exchange on which it is traded. Any other security or investment shall be valued in a manner determined in good faith by M&C to reflect fair market value.

Unless M&C has engaged a sub-adviser in connection with the Account, the agreed upon Advisory Fee is set forth in one of the two following schedules.

# MOORS & CABOT

INVESTMENTS

## Schedule A — Flat Advisory Fee Schedule:

Annual Fee % on Total Account Value*

**\*To the extent that M&C has engaged a Sub-Adviser in connection with your Account, please see the Sub-Advisory Addendum to this Agreement for a breakdown of the Fee split between M&C and the Sub-Adviser, as well as additional information.**

## Schedule B — Tiered Advisory Fee Schedule:

Tier	Account Value Range	Annual % Fee*
1	\$0 To \$249,999.99	
2	\$250,000 To \$499,999.99	
3	\$500,000 To \$999,999.99	
4	\$1,000,000 To \$2,999,999.99	
5	\$3,000,000 To +	

**\* Annual fee percentages are charged proportionally and according to each tier. (Example – for an account value of 300,000.00 – The fee charged on the first \$249,999.99 will be the percentage listed in Tier 1. The fee charged on the remaining \$50,000.01 will be the percentage listed in Tier 2.) Tiers left blank will be subject to the lowest annual fee percentage listed. Unless approved by M&C's investment committee and agreed to by Client, the minimum fee rate is .5% and the maximum rate is 1.5%.**

To the extent that you and Advisor have agreed on the Tiered Fee Schedule above, the Advisor may, in its sole discretion, take into consideration the aggregate advisory assets under management on a discretionary or non-discretionary basis with the Advisor to calculate the fees by breakpoint, which may result in lower fees. Aggregate assets under management includes assets of the Client's household (including, but not limited to spouses and dependent children) and accounts over which the Client has authority (*i.e.*, Limited Power of Attorney, Trustee) as well as grantor trust assets funded by a Client where the Client is not a Trustee.

Assets held in this Account and managed on a discretionary or non-discretionary basis will  / will not  be aggregated with household assets, as defined above.

Advisor Initials: \_\_\_\_\_

Client Initials: \_\_\_\_\_

In addition, the Advisor may, in its sole discretion, exclude certain assets or positions held within the Account when calculating the Management Fee. The Advisor has no obligation to do so. In addition, the

# MOORS & CABOT

## INVESTMENTS

Advisor may, in its sole discretion, exclude certain positions from the Advisor's investment advisory services held within the Account ("Non-Managed Assets"). Advisor shall inform Client if any of the assets held in the Account are Non-Managed Assets. Such assets are included in the Account as a courtesy to the Client. Advisor will not be responsible for performing any services on Non-Managed Assets or include Non-Managed Assets in calculating the Management Fee.

Although Advisor has a high degree of confidence in its fee calculation and invoicing process, Advisor is required by the SEC to inform Client that it is Client's responsibility to verify the accuracy of the fee calculation and the Custodian will not determine whether the fee is properly calculated. Client will verify all statements relating to Client's Account and will acknowledge the correctness of any statements of Account upon request, whether of cash or of property, in the Account of the Client, as well as all notices, confirmations and reports with respect to any transactions or action for, or purporting to be for, the Account of the Client. The Client shall immediately notify Advisor of any discrepancy in any such statements, notices, confirmation, or reports.

**8. Method of Payment:** Advisory Fees shall be deducted from the M&C account number listed on Page 1, unless otherwise instructed immediately below.

Payment shall be drawn from account number: \_\_\_\_\_ (non-retirement accounts only). Additional documentation may be required.

The Advisory Fee is usually paid from any cash available in the Account; however, Advisor may sell securities for the payment of fees under this Agreement, which may have tax consequences, and may result in the imposition of redemption fees on mutual funds.

**ADDITIONAL REMARKS:**

**9. RISK ACKNOWLEDGEMENT AND RESPONSIBILITIES:** M&C agrees to provide its best judgment and reasonable efforts in rendering the services described herein to Client's Account. Client understands and agrees that (i) all transactions shall be for Client's Account, and (ii) M&C is not guaranteeing, or otherwise making representations about, the performance of Client's Account. M&C will not be responsible for any advice given or action taken based on false, incomplete, inaccurate or otherwise misleading information supplied by Client in connection with opening Client's Account or otherwise. M&C will not be liable for any act or failure to act by any custodian or broker-dealer.

Notwithstanding the foregoing or any other provision to the contrary in this Agreement, nothing in this Agreement shall constitute a waiver of any of Client's rights, or relieve M&C or its affiliates, shareholders, trustees, directors, officers, employees and agents, from any liability, under the Employee Retirement Income Security Act of 1974 ("ERISA").

# MOORS & CABOT

## INVESTMENTS

**10. INDEMNIFICATION:** In addition to any other remedy available under applicable law, Client agrees to indemnify, defend and hold harmless M&C and its respective affiliates, shareholders, trustees, directors, officers, employees and agents, from and against any loss, injury, claim, damage, other liability, cost or expense (including, without limitation, reasonable attorney's fees and lost opportunity or profits) (collectively, "Losses") asserted against, or incurred or suffered by Advisor, arising out of or relating to (a) a breach of Client's obligations, covenants or representations and warranties under or in connection with this Agreement, (b) a violation of applicable law by Client, (c) Client's gross negligence or willful misconduct, (d) any obsolete, incomplete or inaccurate information provided to M&C by Client or on Client's behalf, or (e) any action taken or not taken pursuant to an instruction from Client. This Indemnification Section and its provisions shall survive the termination of this Agreement.

**11. ACKNOWLEDGEMENT OF ERISA FIDUCIARY STATUS:** When Advisor provides investment advice to you regarding an Account subject to Section 4975 of the Internal Revenue Code (e.g., an IRA account) or Title I of ERISA (e.g., a 401k account), Advisor is a fiduciary within the meaning of Section 4975 of the Code and Title I of ERISA, as applicable. Client further acknowledges that, with respect to any discretionary Account that is also subject to Title I of ERISA, Advisor is an "investment manager" as such term is defined under ERISA.

**12. AUTHORIZATION TO REPORT POTENTIAL EXPLOITATION:** The Client grants the Advisor permission to report to appropriate securities regulators, adult protective services, and legal authorities, should the Advisor have reasonable belief that financial exploitation of the Client has been attempted or has occurred. The Advisor may impose a delay on the disbursement of funds or dissemination of information if the Advisor has reasonable belief that financial exploitation of the Client has been attempted or has occurred.

**13. OTHER AGREEMENTS AND OBLIGATIONS:** You understand that M&C and your Representative have advisory or other agreements with other individuals and organizations and may have other interests and businesses. To the extent that M&C is required to disclose Representative's outside activities to you, they are located in the individual disclosure – Form ADV 2B – which has been provided to you.

**14. NOTICES:** Any notice given in connection with this Agreement will be deemed delivered if personally delivered or sent by (i) U.S. mail postage prepaid, or overnight courier and addressed, if to Client, at Client's address indicated in Client's account application (or to another address specified by Client in writing to Advisor) and, if to Adviser, to the address specified in this Agreement or another address specified to Client in writing; or (ii) electronically to the email address specified in the Client's account application or account statements, and, if to Adviser, to the email addresses specified in the account application or as otherwise specified in writing by Advisor to Client.

**15. ASSIGNMENT:** Subject to the following sentence, this Agreement shall be binding on M&C's successors and assigns and on the Client's successors and assigns. This Agreement may not be assigned (within the meaning of the 1940 Investment Advisers Act) by M&C, except with the prior written consent of Client; provided, however, that Client's consent may be obtained by using a negative consent procedure, *i.e.*, if Client does not object in writing to a notice of assignment from M&C within forty-five (45) calendar days after the date of notice, Client will be deemed to have consented to the assignment.

# MOORS & CABOT

## INVESTMENTS

**16. TERMINATION:** This Agreement may be terminated without penalty and without any accrued compensation within five business days after entering into this contract. Thereafter, this Agreement may be terminated by written notice given by either party to the other. Client shall remain liable for any accrued but unpaid compensation due to M&C or Client's Representative. M&C shall refund any unearned fees following termination of the Account.

**17. AMENDMENTS:** Changes to the terms or conditions of this Agreement may be made by written amendment executed by all Parties to this Agreement. Notwithstanding the foregoing, however, Advisor may unilaterally amend this Agreement effective upon thirty (30) days' advance written notice to Client of such amendment. If the Client does not terminate this Agreement and continues to receive services under this Agreement after thirty (30) days following the date of the notice of the applicable amendment, the Client will be deemed to have agreed to the amendment, and this Agreement, as amended, shall continue in full force and effect.

**18. SEVERABILITY:** If any provision of the Agreement is deemed unenforceable by an arbitration panel or court, or becomes inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed rescinded or modified in accordance with such law or rule but, in all other respects, the Agreement will continue in full force and effect.

**19. ENTIRE AGREEMENT:** This Agreement will bind and be for the exclusive benefit of the Client, Advisor, and their successors and permitted assigns. Unless subsequently modified or amended in accordance with the terms of this Agreement, this Agreement (including any schedule or addendum hereto) and the other documents and disclosures referenced herein constitute the entire agreement between Client and Advisor with respect to the subject matter of the Agreement and supersedes all prior conversations, discussion, statements, representations, warranties, negotiations or agreements between them with respect to the subject matter of this Agreement. To the extent that a conflict exists or arises between any term in this Agreement and any term in another agreement Client may have with Advisor, the terms of this Agreement shall control and prevail as if the conflicting term(s) from the other agreement did not exist. Without limiting the foregoing, this Agreement restates any prior investment advisory or investment management agreement between Client and Advisor in its entirety upon delivery to the Client to the extent such prior agreement permits Advisor to amend it unilaterally. If Client has previously entered into any contract relating to Advisor with any individual representative of Advisor, then such contract and all contractual rights and obligations thereunder shall terminate upon delivery of this Agreement to Client.

**20. CHOICE OF LAW:** This Agreement shall be construed under the laws of the Commonwealth of Massachusetts without regard to the conflicts of law rules of any state. In applying Massachusetts law, the Agreement shall be construed in a manner consistent with the Investment Advisers Act of 1940, SEC rules, and ERISA.

**21. FORCE MAJEURE:** Advisor shall not be liable to Client for any loss, injury, delay or damage whatsoever suffered or incurred by the Client or due to causes beyond Advisor's reasonable control, including but not limited to, acts of God, strikes or other labor disturbances, war, sabotage, casualty, embargo, flood, explosion, act of terrorism and responses thereto, eminent domain, pandemic, and any other cause or causes, whether similar or dissimilar to those herein specified and whether insurable or not (each hereinafter called a "Condition"). Adviser shall resume performance hereunder with reasonable dispatch as soon as such Condition is removed.

**22. RECEIPT OF BROCHURES, FORMS CRS, AND PRIVACY STATEMENTS:** Client acknowledges receipt of M&C's Firm Brochure (ADV Part 2A), your Representative's Individual Brochure (ADV Part 2B), M&C's Customer Relationship Summary (ADV Part 2C), and M&C's Privacy Notice. If Representative operates Representative's own investment advisory firm separate and apart from

# MOORS & CABOT

## INVESTMENTS

Representative's association with M&C, Client also acknowledges receipt of the corresponding forms for that firm, *i.e.*, Form ADV Parts 2A, 2B, and 2C; and that firm's Privacy Notice. Finally, if M&C has engaged a Sub-Adviser pursuant to your authorization, you acknowledge receipt of Sub-Adviser's Form ADV Parts 2A, 2B, and 2C; and its Privacy Notice.

**23. COUNTERPARTS:** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 or other transmission method) and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**24. PRE-DISPUTE ARBITRATION CLAUSE:**

This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the Parties acknowledge and agree as follows:

A. Subject to rights the Parties may have under the Investment Advisers Act of 1940, 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 unless, in an eligible case, a joint request for a reasoned award has been submitted by all Parties to the panel prior to the appointment of the arbitrators.

E. The panel of arbitrators may include one or more 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.

Client hereby agrees that all controversies and disputes which may arise between Client and Advisor concerning or related to any transaction or the construction, performance, or breach of this Agreement between Client and Advisor, whether entered into or occurring prior to, on, or subsequent to the date hereof, shall be determined by mandatory and binding arbitration. Client understands that this Agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under federal securities laws, including the 1940 Investment Advisers Act.

Any arbitration shall be held before a FINRA arbitration panel pursuant FINRA rules. Should FINRA decline the use of its facilities for arbitration for any reason, the parties agree that the arbitration shall be held in the City of Boston, Commonwealth of Massachusetts, administered by the American Arbitration Association (the "AAA") pursuant to the Federal Arbitration Act, and in accordance with this Agreement and the Commercial Arbitration Rules of the AAA. If the Federal Arbitration Act is inapplicable to any such controversy or dispute for any reason, such arbitration shall be conducted pursuant to the Massachusetts Uniform Arbitration Act for Commercial Disputes and in accordance



# MOORS & CABOT

## INVESTMENTS

With this Agreement and the Commercial Arbitration Rules of the AAA. To the extent that any inconsistency exists between this Agreement and such statutes or rules, this Agreement shall control.

All decisions of the arbitration panel shall be final and binding on both Parties and enforceable in any court of competent jurisdiction. Notwithstanding this, application may be made to any court for a judicial acceptance or confirmation of the award or order of enforcement. In addition, notwithstanding the foregoing, Advisor shall be entitled to seek injunctive relief, security, or other equitable remedies

from Massachusetts state or federal courts or any other court of competent jurisdiction. If any action or proceeding is commenced arising out of or seeking to construe or enforce this Agreement or the rights and duties of the Parties hereunder, and Advisor prevails in that action or proceeding, then Advisor shall be entitled to recover any and all costs and expenses incurred with respect to such litigation or other proceeding, including without limitation, reasonable attorneys' fees, disbursements and costs, and experts' fees and costs.

No person will 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 a 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:

1. The class certification is denied;
2. The class is decertified; or
3. The customer is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate will not constitute a waiver of any rights under this Agreement except to the extent stated herein.

Nothing in this Section 24 will waive or limit any rights that the Client may have under federal and state securities laws. This Section 24 of the Agreement shall survive the termination of this Agreement.

*[INTENTIONALLY LEFT BLANK]*

# MOORS & CABOT

INVESTMENTS

*By signing below, each party acknowledges that he/she/it has read and understands the Agreement and agrees to be bound by the Agreement and fulfill his/her/its obligations set forth in the Agreement. Client acknowledges that Client had an opportunity to confer with legal counsel before signing this Agreement. This Agreement contains a pre-dispute arbitration clause (Section 24) for dispute resolution.*

IN WITNESS HEREOF, the duly authorized representatives of the Parties have executed this Agreement on this date of

\_\_\_\_\_.

**MOORS & CABOT, INC.**

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

CLIENT	CLIENT
<p>_____ Name Printed</p> <p>_____ Signature</p> <p>_____ Title (if applicable)</p>	<p>_____ Name Printed</p> <p>_____ Signature</p> <p>_____ Title (if applicable)</p>

EST. 1890

# MOORS & CABOT

INVESTMENTS

CLIENT	CLIENT
<p>_____ Name Printed</p> <p>_____ Signature</p> <p>_____ Title (if applicable)</p>	<p>_____ Name Printed</p> <p>_____ Signature</p> <p>_____ Title (if applicable)</p>