

Account Number: _____

PO Box 2760 ■ Omaha, NE 68103-2760

Fax: 800-870-9687

AGREEMENT

To: TD Ameritrade Clearing, Inc.

I hereby request that TD Ameritrade Clearing, Inc., extend credit to me in my margin account (*if applicable*) and remit funds payable to (*Your Company's Name/“Grantor”*): _____ in payment of the aggregate exercise price (the “Exercise Price”), plus any applicable withholding for taxes, of the employee stock options (the “Options”) of the common stock of the Grantor, as set forth below and in the accompanying “Letter of Intent to Exercise Stock Option” Form. I hereby authorize and direct TD Ameritrade Clearing, Inc. to take delivery of the stock power which permits the deposit of the shares in my account upon receipt by TD Ameritrade Clearing, Inc.

I hereby represent that:

1. The Options were granted to me as compensation arising out of my status as an employee or consultant or director of the Grantor.
2. I have received from the Grantor information regarding the sale of shares to me under the Grantor’s plan.
3. The information contained in the accompanying “Letter of Intent to Exercise Stock Option” Form regarding the Options details is accurate and correct.
4. I am aware that the exercise of the Options and/or the subsequent sale of shares acquired thereby may result in a tax liability with possible adverse tax consequences. I acknowledge that neither TD Ameritrade Clearing, Inc. nor its officers, employees, or agents have given me tax advice, and I am relying solely on other sources for advice with respect to the tax effect of the transactions contemplated hereby.
5. Please check the appropriate boxes.
 - ☐ I am ☐ I am not an officer, director, or 10 percent shareholder of the Grantor.
 - ☐ I have ☐ I have not been notified by the Grantor that I am an “affiliate” as defined in Rule 144 under the Securities Act of 1933, as amended.
 - ☐ I am ☐ I am not subject to the provisions of the “Short Swing Profit” rule, as set forth in Section 16(b) of the Securities Exchange Act of 1934, as amended.
6. I am not aware of any material information concerning the Grantor which has not been publicly disclosed.
7. If the “Letter of Intent to Exercise Stock Option” Form does not satisfy the requirements of the Options, I have also enclosed a day-executed “Letter of Intent to Exercise” in a form acceptable to the Grantor.
8. If these shares are sold, I agree to be liable for any losses that TD Ameritrade Clearing, Inc. may incur as a result of a failure to receive these securities in a timely manner.
9. I understand that if these shares are sold and result in a net short position, I have borrowed these shares to proceed with the exercise, and I agree to be liable for paying the lender any dividends or rights with an ex-dividend date during the course of the loan of the shares.

I further represent to TD Ameritrade that said shares to be issued to TD Ameritrade for my benefit, shall be fully paid, free of any and all liens or encumbrances, restrictive legends, and shall be in all manner non-assessable.
10. All of the representations made herein are true and accurate. I understand that TD Ameritrade Clearing, Inc. will rely upon them in conjunction with this transaction and that I may be held liable for any losses which result from any representations which prove to be inaccurate.



I authorize TD Ameritrade Clearing, Inc., at its sole discretion, to communicate with the Grantor regarding the acquisition and disposition of the shares, including, without limitation, notification of the sale of stock acquired as the result of exercise of a stock option, and matters relating to income tax withholding.

If exercising options in a margin account, I understand that any extension of credit by TD Ameritrade Clearing, Inc. to exercise the Options and pay my required withholding for taxes may result in a debit balance in my margin account that will be maintained in full accordance with margin credit regulations set forth by the Board of Governors of the Federal Reserve System. As security for the discharge of the indebtedness and other obligations to TD Ameritrade Clearing, Inc., I agree that TD Ameritrade Clearing, Inc. will have a continuing security interest in securities and other property now or hereafter held in my brokerage account with TD Ameritrade Clearing, Inc.

In addition to the traditional market risk for every transaction, there are additional risks to consider when exercising employee stock options. These risks include, among other things, the possibility that the current terms of my grant will not be fulfilled by the Grantor, or that the grant terms are changed by corporate action. I am solely responsible for any financial losses that may result if such conditions occur.

I further understand that TD Ameritrade Clearing, Inc. will not require the immediate sale of shares received from the exercise. I agree to deposit and maintain sufficient, acceptable collateral in my margin account to secure my indebtedness to TD Ameritrade Clearing, Inc.

Note: If this is a Joint account, all account owners must sign.

Printed Name:

 Signature:

Date:

Printed Name:

 Signature:

Date:

Original signature required; electronic signatures and/or signature fonts are not authorized.

Investment Products: Not FDIC Insured * No Bank Guarantee * May Lose Value

TD Ameritrade, Inc., and TD Ameritrade Clearing, Inc., members FINRA/SIPC. TD Ameritrade is a trademark jointly owned by TD Ameritrade IP Company, Inc. and The Toronto-Dominion Bank. © 2018 TD Ameritrade.