

**Customer Stock Deposit Representations**

**This is a legally binding document that will be relied on for compliance with the securities laws.**

**Please complete all items; if any response is “no” or “not applicable,” please so state.**

The undersigned customer (“Customer”) of Wilson-Davis & Co., Inc. (“WDCO”), represents, acknowledges, and agrees as follows respecting proposed transactions in the following stock (“Stock”):

Customer:		Issuer:	Symbol:
Total shares owned:		DTC delivery (yes/no):	DWAC delivery (yes/no):
No. of shares:	Cert. no(s):	Dated:	Restrictive legend (yes/no):
No. of shares:	Cert. no(s):	Dated:	Restrictive legend (yes/no):
No. of shares:	Cert. no(s):	Dated:	Restrictive legend (yes/no):

1. Customer acquired the Stock in the following transaction:

(a) Date Customer acquired the Stock: \_\_\_\_/\_\_\_\_/\_\_\_\_

(b) Type of consideration paid: \_\_\_\_\_.

(c) Amount of consideration Customer paid: \$\_\_\_\_\_. Per share \$\_\_\_\_\_.

(d) If Customer bought the stock in the open market, name of broker-dealer: \_\_\_\_\_  
**Please submit copy of buy confirmation.**

(e) If Customer acquired Stock from the Issuer, please explain: \_\_  
**Please submit copies of purchase documents or date of SEC registration statement.**

(f) If Customer acquired Stock in debt conversion, **please complete Customer Debt Conversion Questionnaire.**

(g) If Customer acquired the Stock from another stockholder (“Transferor”), **please provide the following:**

i. Name of Transferor—individual or entity: \_\_\_\_\_.

ii. Date Transferor acquired the Stock: \_\_\_\_/\_\_\_\_/\_\_\_\_. Price paid per share: \$\_\_\_\_\_.

iii. Type of consideration Transferor paid for Stock. \_\_\_\_\_.

iv. Amount of consideration Transferor paid: \$\_\_\_\_\_. Per share \$\_\_\_\_\_.

v. At the time of Customer’s acquisition, was the Transferor an “affiliate” of the Issuer or had the Transferor been an “affiliate” at any time during the preceding 90 days? \_\_\_\_\_.

2. If Customer or Transferor provided consideration to acquire the Stock in the form of consulting services, describe nature of services: \_\_\_\_\_  
**Please submit copy of consulting contract.**

3. On the date the Stock was issued by the Issuer to Customer or Transferor, such Issuer was not, and never had been, a “shell” in that it, at all times previously, had more than no or nominal noncash assets, all as more particularly set forth in SEC Rule 405, a copy of which will be provided to Customer upon request.

4. Customer has obtained a legal opinion from \_\_\_\_\_ respecting the sale of the Stock to or through WDCO and the Issuer’s “non-shell” status, **a copy of which is attached.**

5. While any of Customer’s Stock at WDCO remains unsold, Customer **will not** sell additional shares of the same Stock through any other means or through any other broker-dealer unless Customer advises WDCO in advance.

6. Customer has **not** solicited or arranged, and will **not** solicit or arrange, for the solicitation of buy orders in connection with the proposed sale of the Stock.
7. Customer has **not** made, and will **not** make any payment to any other person in connection with the proposed sale of the Stock or engage in any special or enhanced selling or promotional efforts regarding the Issuer.
8. Customer does **not** possess any material nonpublic information about the above Issuer and will immediately suspend sales if Customer becomes aware of any material nonpublic information.
9. Customer's proposed sale of the Stock is **not** part of a plan to violate or evade the registration provisions of the Securities Act or any other federal or state law or regulation.
10. Customer is **not** using any device, scheme, or artifice to defraud, and is not misstating a material fact or omitting to state a material fact required to be made in order to make the statements made not misleading, in connection with the sale of the Stock.
11. Customer is selling the Stock for the following lawful business purpose: \_\_\_\_\_  
\_\_\_\_\_. **Customer will provide relevant documents to WDCO.**
12. Any participation by Customer in any joint activity or parallel action toward a common goal involving the Stock of the above Issuer, whether or not pursuant to an express agreement, is as follows.
  - (a) Customer's proposed sale of the Stock is **not** being coordinated with possible sales by other stockholders.
  - (b) Customer is **not** paying or sharing, in any manner, any portion of the sales proceeds with the Issuer or other person from whom the Stock was purchased.
  - (c) Customer has **not** coordinated and will **not** coordinate with others the sale of the subject Stock, including the sale or transfer of any options, warrants, convertible notes, registration rights, or similar rights, including payments to others as a form of inducement.
  - (d) Neither Customer nor another party is maintaining central financial records of the sales of this security by Customer and others.
  - (e) Customer has **not** communicated and will **not** communicate with WDCO about timing, price, or number of shares of Stock of this Issuer to be sold or purchased by others, even though Customer is not relaying order execution instructions on behalf of any other person.
13. If any of the statements in paragraphs 12(a) through (e) above are inaccurate, Customer provides the following explanation: \_\_\_\_\_  
\_\_\_\_\_
14. Customer hereby revokes any and all such previous authorizations, if any.  
\_\_\_\_\_

**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:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Registered Representative has reviewed the above for completeness and confirms that the information set forth above is accurate and complete to the best of Registered Representative's knowledge.

Signature of Registered Representative:	Date:	Signature of Reviewer:	Date: