Examples of death and arbitration clauses

Death or Disability.
If you are a natural person, your death, disability or incompetence will not change the terms of this Agreement. However, your executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving us proper written notice.

Death/Disability/Incompetence

Except as may otherwise occur pursuant to applicable law, Client's death, disability, or incompetency will not automatically terminate or change the terms of this Agreement. However, Client's executor, guardian, attorney-in-fact, or other authorized representative may terminate this Agreement by giving written notice to Adviser. Client recognizes that the Custodian may not permit any further Account transactions until such time as any documentation required is provided to the Custodian. Adviser shall not be liable for any losses incurred by Client or the Account by reason of Adviser's lack of knowledge or notice of such Client's death, disability, incapacity or incompetence

Death, Disability, and Incapacitation of Client. This Agreement will not terminate in the vent of Client's death, disability, or incapacitation. The following conditions shall apply in such instances: 10 (a) Client Information. As a fiduciary, Adviser is committed to safeguarding the use of Client's personal information. However, to allow Adviser continuous management of Client's assets in the event of a life-changing event, such as death, incapacity, or diminished capacity (collectively "Significant Life Events"), Client hereby grants Adviser authorization to allow one or more emergency contacts, as appointed by Client from time to time, access to certain non-public personal information related to Client and Client's account when triggered by a Significant Life Event. By signing where designated on the Additional Client Information—Schedule B attached hereto, Client authorizes Adviser to contact the party(ies) ("Contact Party") following a Significant Life Event if Adviser reasonably believes doing so is in the Client's best interest. (b) Termination upon Proper Notice. Following a Significant Life Event, Client's executor, guardian, attorney-in-fact, or other authorized representative may terminate this Agreement by giving written notice to Adviser, with such termination being effective upon Adviser's receipt of such notice. Client understands and agrees to provide Adviser promptly with a copy of any new or existing properly executed power of attorney on Client's behalf during the term of this Agreement. If Client's account is a joint account, Client agrees that any of the account holders individually may grant power of attorney, and Adviser may require each owner to do so. (c) Disclosure of Client Exploitation. Client hereby expressly grants the Adviser permission to report to the state securities regulator and/or state adult protective services any incident where Adviser has reasonable believe that financial exploitation of Client has been attempted or has occurred. (d) Withholding of Distributions upon Reasonable Belief of Client Exploitation. Client understands and acknowledges that Adviser may impose an initial delay of disbursements from Client's account(s) for up to fifteen (15) business days if Adviser has a reasonable belief that financial exploitation of Client has been attempted or has occurred. The delay might be extended for an additional ten (10) business days at the request of either an authorized state securities regulator or state adult protective services.

Arbitration
To the extent permitted by law, any controversy, dispute or claim arising out of or relating to this Agreement will be submitted to arbitration before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association. The prevailing party will be entitled to reasonable attorneys' fees, costs and expenses.

This agreement to arbitrate does not constitute a waiver of your right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

Arbitration

To the extent enforceable and except with respect to class actions or other representative actions, any controversy or claim arising out of this Agreement, or any breach thereof, or arising out of the services provided by Advisor and its employees or representatives hereunder, shall be settled by arbitration in a location designated by Advisor in accordance with the Commercial Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator shall be final and may be entered in any court having jurisdiction thereof. Client and Advisor hereby irrevocably submit to the jurisdiction of any such court for the purpose of such arbitration and the entering of such judgment. Client agrees that it will not claim that any such proceeding elected pursuant to this Section 12 has been brought in an inconvenient forum. If any provision of this Agreement is held by any court or in any arbitration to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. Client is in no way waiving their rights provided under state or federal securities laws to pursue a remedy by other means.

In entering into this Agreement, Client is aware that: (i) arbitration is generally final and binding on the parties; a party's right to have a court reverse or modify an arbitration award is very limited; (ii) the parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent that such a waiver would violate applicable law; (iii) pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings; (iv) the arbitration award is not required to include factual findings or legal reasoning; (v) the panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry; (vi) 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; (vii) the rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement; and (viii) Client acknowledges and agrees that in the specific event of non-payment of any portion of Compensation pursuant to Section 4 of this Agreement, Adviser, in addition to the aforementioned arbitration remedy, shall be free to pursue all other legal remedies available to it under law, and shall be entitled to reimbursement of reasonable attorneys fees and other costs of collection.

Arbitration. In the event of any dispute concerning or arising out of this Agreement, such dispute must be submitted by the parties to arbitration. Arbitration proceedings may be commenced by either party after giving the other party notice thereof and proceeding thereafter in accordance with the Securities Arbitration rules of the American Arbitration Association. Any such arbitration will be governed by and subject to the applicable substantive laws of the State of Delaware, and the then prevailing rules of the American Arbitration Association. The arbitrator's award in any such arbitration will be final and binding, and judgment upon such award may be enforced by any court of competent jurisdiction.