



Authorization Letter

CLIENT INFORMATION

Title of Account:	Account Number
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Authorization applies to all current and future accounts with the same account names as used in this document.

Authorization applies only to these accounts (supply numbers or exact titles): _____

This Authorization Letter is made and entered into on this _____ day of _____, 20____ (“Effective Date”) by and between the party described more fully below (“Client” / “you”) and Goldman Sachs & Co. LLC (“Goldman Sachs”).

1.0 AUTHORIZATION

- 1.1 You authorize Goldman Sachs & Co. LLC and any of its subsidiaries or affiliates where you hold accounts (collectively, “Goldman Sachs”) to provide and release Client Data (as defined below) to _____ its affiliates and successors in title (the “Third Party”). Further, you acknowledge that Client Data may be received, used, reproduced, transmitted, retransmitted, and distributed by the Third Party and Goldman Sachs, as well as converted and/or modified from the format in which it was provided by Goldman Sachs to the Third Party.
- 1.2 For purposes of this Authorization Letter, “Client Data” means all data relating to your above-referenced account(s) maintained by Goldman Sachs and any and all future accounts maintained with the same account names, including data relating to transactions, balances or positions of or for your account(s) that are contained in the records of such account(s) maintained by Goldman Sachs.

2.0 CLIENT

- 2.1 You represent that you have full legal authority and capacity to enter into this Authorization Letter.
- 2.2 You agree that Goldman Sachs shall have no liability to you whatsoever arising out of the provision of the Client Data to the Third Party, and you release Goldman Sachs from any and all claims, actions, proceedings, losses, damages, liabilities, costs or expenses (including reasonable attorney’s fees) (collectively, “Claims”) arising out of the provision by Goldman Sachs of the Client Data to the Third Party. You agree to indemnify Goldman Sachs against any Claims arising out of the provision by Goldman Sachs of the Client Data to the Third Party, unless such Claims are due to the gross negligence or willful misconduct of Goldman Sachs.
- 2.3 This Authorization Letter shall remain in force until its unilateral termination by Goldman Sachs or until you terminate it in writing, and Goldman Sachs has had a reasonable period of time to act upon such termination by ceasing to provide the Client Data to the Third Party. Goldman Sachs shall have no liability whatsoever to you with regard to the use of Client Data by the Third Party prior to or following termination hereof.

3.0 LIMITATION OF LIABILITY

IN NO EVENT SHALL GOLDMAN SACHS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR SIMILAR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

4.0 GOVERNING LAW

This Authorization Letter shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to conflicts of laws principles. THE PARTIES HEREBY EXPRESSLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, WHETHER ARISING UNDER THIS AUTHORIZATION LETTER, OR IN ANY WAY CONNECTED WITH OR RELATED TO THE DEALINGS BETWEEN THE PARTIES IN RESPECT OF THIS AUTHORIZATION LETTER OR ANY OF THE TRANSACTIONS RELATED THERETO.



Authorization Letter

CONTINUED

SIGNATURE

Authorized Signatory X	Date
Print Name and Title	
Authorized Signatory (if applicable) X	Date
Print Name and Title	

Authorized Signatory (if applicable) X	Date
Print Name and Title	
Authorized Signatory (if applicable) X	Date
Print Name and Title	

THIRD PARTY:

Name	
Phone Number	
Primary Contact	
Email	
Street	
City	State
Postal Code	Country