



# Managers

Please complete this form if you would like to assign an Agent (“Attorney-in-Fact”) to act on your behalf in connection with your Managers account(s). **ALL SECTIONS OF THE POWER OF ATTORNEY FORM MUST BE COMPLETED.** Section 2 must be completed by the shareholder granting Power of Attorney in the presence of a Notary Public. Section 3 and the Attorney-in-Fact Agreement (see p. 3) must be completed by the “Attorney-in-Fact” in the presence of a Notary Public. Please complete and return to: **Managers Funds, Shareholder Services, P.O. Box 9769, Providence, RI 02940-9769.**

Call 800.548.4539 PLEASE PRINT IN CAPITAL LETTERS/USE BLUE OR BLACK INK/COMPLETE ALL SECTIONS

## 1 Please Provide Some Basic Information

Name \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

Account Number(s)  
*Note: Registration on all accounts must be identical, or a separate Power of Attorney must be completed for each.*

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## 2 Grant Power of Attorney

I, \_\_\_\_\_, of \_\_\_\_\_  
Shareholder's Name City/State

do hereby make, constitute and appoint \_\_\_\_\_,  
Attorney-in=Fact

whose address is \_\_\_\_\_  
Attorney-in=Fact Address

and whose specimen signature is \_\_\_\_\_  
Attorney-in=Fact Signature

my true and lawful attorney of agent (“Agent”) for me in my name, place and stead: (1) to transmit to the transfer agent (PNC Global Investment Servicing or “PNC”), and State Street Bank and Trust Company (“State Street”), either orally or in writing in accordance with procedures established by State Street or PNC from time-to-time, instructions for the purchase, sale, exchange or transfer of shares with respect to any account(s) I may hold with the above named Managers Fund(s); (2) to make, draw, sign, endorse, negotiate, cash, deliver and make stop payments on checks drawn on any of my accounts with said mutual funds; and (3) to enter into all other lawful transactions with respect to any of my said mutual fund account(s) including transfer into the name of, or direct remittance of, the proceeds of sale to said Agent.

I hereby agree to indemnify and hold State Street, PNC, and Managers Funds, its affiliates, and their directors, officers, employees and agents, harmless against all claims, actions, costs, and liabilities arising from acting upon instructions, either oral or in writing, believed

by them to have originated from said Agent and from any and all acts of said Agent with respect to the shares held in my account(s) with any of these mutual funds.

This authorization and indemnity is a continuing one and shall remain in full force and effect and shall be binding upon the undersigned’s heirs, executors, successors, beneficiaries, or assigns until revoked by the undersigned by a written notice addressed to PNC and delivered to its office; such revocation will become effective as soon as PNC has had a reasonable amount of time to act upon it. The revocation shall not effect any liability in any way resulting from transactions initiated prior to PNC’s acting in such revocation within a reasonable amount of time. In case of the death, disability or incompetence of the undersigned, this authorization shall continue and PNC and Managers Funds shall not be responsible for any action taken on the basis of this authorization until PNC has received written notice thereof addressed to PNC and delivered to its office.

The undersigned has read the foregoing in its entirety before signing.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_:

STATE OF: \_\_\_\_\_ }  
COUNTY OF: \_\_\_\_\_ } SS: \_\_\_\_\_  
Shareholder/Grantor of Power

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
Day Month Year Shareholder's Name

to me personally known (OR proved to me on the basis of satisfactory evidence) to be the individual described in and who executed the foregoing instrument, and acknowledged that he/she executed the same.

WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public

**3 Shareholder Authorization**

STATE OF: \_\_\_\_\_ }  
COUNTY OF: \_\_\_\_\_ } SS:

I, \_\_\_\_\_, be duly sworn, deposed and say:  
Attorney-in-Fact Name

That \_\_\_\_\_, as principal, who resides at \_\_\_\_\_  
Shareholder's Name Shareholder's Address

did, under the date of \_\_\_\_\_, \_\_\_\_\_, appoint me his true and lawful attorney by the foregoing  
Month/Day Year

instrument hereby made a part hereof.

\_\_\_\_\_  
Attorney-in-Fact Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Day Month Year

WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public



# Managers

This form is for the Agent (“Attorney-In-Fact”) to complete and sign, and serves as an agreement between Managers Funds and the Agent. Please be sure (1) the Attorney-In-Fact has read and completed all sections of this Managers Funds Attorney-In-Fact Agreement; (2) this Managers Funds Attorney-In-Fact Agreement is signed in the presence of a Notary Public and included with the Managers Funds Power of Attorney. Please complete and return to: **Managers Funds, Shareholder Services, P.O. Box 9769, Providence, RI 02940-9769.**

Call 800.548.4539 PLEASE PRINT IN CAPITAL LETTERS/USE BLUE OR BLACK INK/COMPLETE ALL SECTIONS

## 1 Please Supply Some Basic Information About the Attorney-In-Fact

Name \_\_\_\_\_

Date of Birth \_\_\_\_\_

Home Address \_\_\_\_\_

Business Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_

Business Address \_\_\_\_\_

Account Holder/Customer’s Name \_\_\_\_\_

Relationship to Customer \_\_\_\_\_

Customer’s Account Number(s)

*Note: Registration on all accounts must be identical, or a separate Attorney-in-Fact must be completed for each.*

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## 2 Please Read Carefully and Sign

The undersigned (“Attorney-In-Fact”) and Managers Funds agree that the authority conferred on the Attorney-In-Fact by the Power of Attorney executed by the Account Holder shall be exercised in accordance with the following terms and conditions:

### Authorization to Trade for the Account Holder’s Account

Attorney-In-Fact may give instruction and take actions with respect to the Account pursuant to the Power of Attorney. The Account Holder may revoke the Power of Attorney at any time by giving written notice to Managers Funds. The Account Holder will have concurrent full authority at all times to take actions and place orders for the Account. Attorney-In-Fact agrees not to take any actions that exceed the authority under the Power of Attorney or any other agreement between the Attorney-In-Fact and the Account Holder.

### Managers Funds’ Role

Managers Funds will not in any way be responsible for supervising or monitoring trading in an Account Holder’s account.

### Attorney-In-Fact’s Relationship to Managers Funds

Attorney-In-Fact will not represent to the Account Holder that Managers Funds and the Attorney-In-Fact are affiliated or have any relationship except as described in the Agreement, that Managers Funds endorses or recommends the Attorney-In-Fact, that Managers Funds participates in or reviews Attorney-In-Fact’s trading decisions or that Managers Funds manages, supervises, or monitors trading in the Account.

### Compliance with Applicable Law

Attorney-In-Fact will comply with all applicable state and federal security laws, including the Investment Advisors Act of 1940 and similar state laws.

### Compliance with FINRA Rules of Fair Practice

Attorney-In-Fact represents and warrants that unless the Attorney-In-Fact has given Managers Funds written notice to the contrary, Attorney-In-Fact is not “associated” with a member of the Financial Industry Regulatory Authority, Inc., within the meaning of FINRA’s Conduct Rule 3050 (Formerly Section 28 of the Rules of Fair Practice). Attorney-In-Fact agrees to give Managers Funds prompt and written notice if Attorney-In-Fact later becomes so associated.

### Information

Attorney-In-Fact will provide promptly any information reasonably requested by Managers Funds concerning the management of the Account or compliance with this Agreement. If questions arise concerning compliance with any law, whether federal or state, Attorney-In-Fact will take any action believed by Managers Funds to be necessary and proper to ensure compliance with applicable law. This provision shall not be read to imply that Managers Funds has any duty to supervise or monitor Attorney-In-Fact’s management of Account Holder’s accounts or compliance with applicable law.

**Arbitration**

**Required Disclosure:** Regulatory authorities require that any brokerage agreement containing a pre-dispute arbitration agreement must disclose the following:

- 1. Arbitration is final and binding on the parties.
- 2. The parties are waiving their right to seek remedies in court, including the right to a jury trial.
- 3. Pre-arbitration discovery is generally more limited than and different from court proceedings.
- 4. The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- 5. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

No person shall 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 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 shall constitute a waiver of any rights under this agreement except to the extent stated herein.

**Arbitration Agreement:** You, your agents, and any other persons having or claiming to have a legal or beneficial interest in the Account (collectively "you") agree to settle by arbitration any controversy between you and us and/or any of our officers, directors, employees or agents relating to the Account Agreement, your Managers Funds Account or account transactions, any other Managers Funds account in which you claim an interest, or in any arising from your relationship with us. Such arbitration will be conducted by, and according to the securities arbitration rules and regulations then in effect of the Financial Industry Regulatory Authority ("FINRA"). Either of us may initiate arbitration by filing a written claim with the FINRA.

Any award the arbitrator makes shall be final and binding, and judgements on it may be entered in any court having jurisdiction. This arbitration provision shall be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act. Any costs, fees or taxes involved in enforcing the award shall be fully assessed against and paid by the party resisting enforcement of said award.

In addition to the above provisions, if you are or become a non-U.S. resident at the time of any controversy subject to this arbitration agreement, you agree to the following additional provisions:

- 1. You acknowledge that the rules of the organization administering the arbitration specifically provide for the formal designation of the place at which the arbitration is to be held.
- 2. You consent and submit to the personal jurisdiction of the courts of the state of Connecticut, U.S.A., to interpret or enforce any or all of these arbitration provisions. Judgement on any arbitration

award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be.

- 3. The exclusive language to be used by the parties and the arbitrators in the arbitral proceedings shall be English. Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume all costs of the service.
- 4. If you are a foreign government or state, state-owned or state-operated enterprise or other instrumentality of a foreign government or state, you waive all rights of sovereign immunity and neither the Federal Act of State doctrine nor the doctrine of sovereign immunity shall apply insofar as any enforcement in courts located in the U.S.A. is concerned.
- 5. All notices from one party to the other involving arbitration shall be considered to have been fully given when so served, mailed by first class or certified or registered mail, or otherwise given by other commercially accepted medium of written notification.

**Check A or B and sign below:**

A – I am not a professional investment advisor and will not be receiving compensation for managing the account.

B – I am a professional investment advisor and will be receiving compensation for managing the Account.

By signing below, I agree to read and be bound by the terms and conditions printed herein, including the predispute arbitration agreement.

\_\_\_\_\_  
Attorney-in-Fact's Signature Date

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

} SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Day Month Year

before me personally appeared \_\_\_\_\_  
Notary Public

the undersigned notary public, personally appeared

\_\_\_\_\_  
Notary Public

personally known to me (OR proved to me on the basis of satisfactory evidence) to be the individual described in and who executed the foregoing instrument, and acknowledged that he/she executed the same.

WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public

