



# Attorney-in-Fact's Certification and Acceptance of Authority

**Regular Mail:**  
Nicholas Funds  
c/o U.S. Bank Global Fund Services  
PO Box 219301  
Kansas City, MO 64121-9301

**Overnight Delivery:**  
Nicholas Funds  
c/o U.S. Bank Global Fund Services  
801 Pennsylvania Ave Suite 219301  
Kansas City, MO 64105-1307

Mutual Funds are required to comply with the USA PATRIOT Act, which obligates us to obtain, verify and maintain certain pieces of information for all registered owners and all authorized individuals. This Act is part of an overall effort to combat money laundering and terrorism. Please know that we respect the confidentiality of this information and that we will not share this personal information with anyone unless required by law.

## 1 Account Information | Please complete the following information as it appears on your account statement.

<input type="text"/>	<input type="text"/>
FUND NAME	ACCOUNT NUMBER
<input type="text"/>	<input type="text"/>
SOCIAL SECURITY NUMBER / TAX ID NUMBER	ACCOUNT REGISTRATION (ACCOUNT OWNER)

## 2 Attorney-in-Fact Information | Please complete the following information for the individual named as Attorney-in-Fact.

<input type="text"/>		
FULL NAME		
<input type="text"/>	<input type="text"/>	<input type="text"/>
DATE OF BIRTH (MM/DD/YYYY)	SOCIAL SECURITY NUMBER / TAX ID NUMBER	PHONE NUMBER
<input type="text"/>		<input type="text"/>
STREET		APT / SUITE
<input type="text"/>	<input type="text"/>	<input type="text"/>
CITY	STATE	ZIP CODE

## 3 Certification and Acceptance

I, \_\_\_\_\_, certify under penalty of perjury that the attached is a true and correct copy of a power of attorney naming the undersigned as attorney-in-fact for \_\_\_\_\_ ("Principal").  
INSERT NAME OF ATTORNEY-IN-FACT  
INSERT NAME OF PRINCIPAL

I further certify that Principal had the legal capacity to execute the power of attorney and was not subject to any duress, undue influence, or fraud in connection with the execution of the power of attorney; that the Principal is alive; that the Principal has not revoked the power of attorney or my authority to act under the power of attorney; that my powers as attorney-in-fact have not been altered or terminated; that my ability to act as attorney-in-fact was not made effective conditional upon, or subject to, the happening of any event or contingency; that I am not a successor agent and there is no prior agent under the attached power of attorney; that the signature of the Principal on the power of attorney is the true and authentic signature of Principal; and that the power of attorney remains in full force and effect.

I represent and warrant to U.S. Bank National Association, U.S. Bancorp Fund Services, LLC, and the fund named above (collectively, the "Recipients") that the power of attorney is valid and enforceable under all applicable laws and that U.S. Bank has the full authority to rely on my power to act as attorney-in-fact for Principal without liability therefor. I represent and warrant to the Recipients that either (a) my signature on this certification is notarized below, or (b) that the laws governing the power of attorney do not require the certification or affidavit of an attorney-in-fact to be notarized.

I covenant and agree (a) to not instruct the Recipients in any way that (i) is contrary to, (ii) is not contemplated by, or (iii) exceeds the power and authority bestowed upon me as attorney-in-fact by the attached power of attorney; and (b) to notify the Recipients in writing of any event that shall alter or terminate the power of attorney or my authority to act as attorney-in-fact for Principal, including but not limited to, the death of Principal, the amendment or revocation of the power of attorney, or the filing with any court of an action that would affect, directly or indirectly, the power of attorney.

[Certification and Acceptance Continues on Next Page, Signature and Acknowledgement on Next Page]

### 3 Certification and Acceptance continued

As consideration for the Recipients' reliance on this certification and the power of attorney, the adequacy of which is hereby confirmed, I individually, and as attorney-in-fact for Principal, hereby release from liability, hold harmless, and indemnify each of the Recipients from and against any and all expenses (specifically including, but not limited to, the payment of any legal expenses of any nature whatsoever), payments, demands, debts, contracts, controversies, agreements, promises, damages, judgments, awards, executions, claims, sums of money, accounts, accountings, settlements, liability, and losses whatsoever, in law or in equity, known or unknown, fixed or contingent, of any kind whatsoever, specifically including, but not limited to, claims for damages based upon a violation of any federal, state or other statute, regulation, or law that may relate to the Recipients relying on this certification, the power of attorney, or transacting business with me as attorney-in-fact for Principal.

### 4 Signature and Acknowledgment

**I declare under penalty of perjury that everything I have stated in this document is true and correct.**

X	
SIGNATURE OF ATTORNEY-IN-FACT	DATE (MM/DD/YYYY)
PRINTED NAME OF ATTORNEY-IN-FACT	COUNTY WHERE SIGNED
NAME AND TITLE OF OFFICER, IF ATTORNEY-IN-FACT IS AN ENTITY (OTHERWISE LEAVE BLANK)	STATE WHERE SIGNED

### 5 Notary Public

☐ Check this box if the governing law does not require notarization.

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_.

DATE (MM/DD/YYYY)

NAME OF ATTORNEY-IN-FACT

X
SIGNATURE OF NOTARY PUBLIC
PRINTED NAME OF NOTARY PUBLIC

--

NOTARY STAMP

Seal, if any

My commission expires: \_\_\_\_\_

**Note:** All signatures must be notarized unless the governing law does not require notarization. A notary public from a financial institution is able to provide an acceptable guarantee. The notary public's business card or a signed letter from the notary public on the financial institution's letterhead must accompany the form.

## NICHOLAS FUNDS PRIVACY POLICY

NICHOLAS FUNDS RESPECTS EACH SHAREHOLDERS RIGHT TO PRIVACY. WE ARE COMMITTED TO SAFEGUARDING THE INFORMATION THAT YOU PROVIDE US TO MAINTAIN AND EXECUTE TRANSACTIONS ON YOUR BEHALF.

WE COLLECT NON-PUBLIC PERSONAL INFORMATION ABOUT YOU THAT WE RECEIVE FROM YOU ON APPLICATIONS, CONTRACTS OR OTHER FORMS, WHETHER WE RECEIVE THE FORM IN WRITING OR ELECTRONICALLY, AND IN PROCESSING YOUR TRANSACTIONS WITH US. THIS ALSO INCLUDES TRANSACTION REQUESTS MADE THROUGH OUR TRANSFER AGENT.

WE DO NOT SELL ANY NON-PUBLIC PERSONAL INFORMATION ABOUT CURRENT OR FORMER SHAREHOLDERS.

IN ORDER TO BETTER SERVICE YOUR ACCOUNTS, WE MAY SHARE YOUR NON-PUBLIC PERSONAL INFORMATION BETWEEN THE NICHOLAS FUNDS. AN EXAMPLE OF WHEN THIS INFORMATION MAY BE SHARED BETWEEN THE NICHOLAS FUNDS WOULD BE TO COMBINE MAILINGS TO ONE SHAREHOLDER WITH ACCOUNTS IN MORE THAN ONE FUND.

WE MAY SHARE, ONLY AS PERMITTED BY LAW, NON-PUBLIC PERSONAL INFORMATION ABOUT YOU WITH THIRD PARTY COMPANIES. LISTED BELOW ARE SOME EXAMPLES OF THIRD PARTIES TO WHOM WE MAY DISCLOSE NON-PUBLIC PERSONAL INFORMATION. WHILE THESE EXAMPLES DO NOT COVER EVERY CIRCUMSTANCE PERMITTED BY LAW, WE HOPE THEY HELP YOU UNDERSTAND HOW YOUR INFORMATION MAY BE SHARED. WE MAY SHARE NON-PUBLIC PERSONAL INFORMATION ABOUT YOU: WITH COMPANIES WHO WORK FOR US TO SERVICE YOUR ACCOUNTS OR TO PROCESS TRANSACTIONS THAT YOU MAY REQUEST SUCH AS OUR TRANSFER AGENT OR YOUR BROKER-DEALER TO PROCESS YOUR TRANSACTIONS, MAILING HOUSES TO SEND YOU REQUIRED REPORTS AND CORRESPONDENCE REGARDING YOUR ACCOUNT AND OUR DIVIDEND DISBURSING AGENT TO PROCESS DIVIDEND CHECKS; WITH A PARTY REPRESENTING YOU, WITH YOUR CONSENT, SUCH AS YOUR BROKER OR LAWYER; AND WHEN REQUIRED BY LAW, SUCH AS IN RESPONSE TO A SUBPOENA OR OTHER LEGAL PROCESS.

NICHOLAS FUNDS MAINTAINS POLICIES AND PROCEDURES TO SAFEGUARD YOUR NON-PUBLIC PERSONAL INFORMATION. ACCESS IS RESTRICTED TO EMPLOYEES WHO WE DETERMINE NEED THE INFORMATION IN ORDER TO PERFORM THEIR JOB DUTIES. TO GUARD YOUR NON-PUBLIC PERSONAL INFORMATION WE MAINTAIN PHYSICAL, ELECTRONIC AND PROCEDURAL SAFEGUARDS THAT COMPLY WITH FEDERAL STANDARDS.

WE COLLECT PERSONAL INFORMATION ON OUR WEBSITE ONLY WHEN YOU VOLUNTARILY PROVIDE IT TO US.

IF YOU OWN SHARES OF THE NICHOLAS FUNDS THROUGH A FINANCIAL INTERMEDIARY, INCLUDING, BUT NOT LIMITED TO, YOUR BROKER-DEALER, BANK OR TRUST COMPANY, YOU SHOULD CONSULT THE FINANCIAL INTERMEDIARIES PRIVACY POLICY TO LEARN ABOUT THEIR POLICIES ON SELLING AND SHARING YOUR NON-PUBLIC PERSONAL INFORMATION WITH NON-AFFILIATED THIRD PARTIES.