



PROFUNDS® New Account Form

Do not use this form for IRA accounts. IRA and 403(b) account forms are available at www.profund.com.

1. Registration (Please Print or Type)

All information in this section is required, unless otherwise noted. ProFunds is requesting information about you to help verify your identity. Your account may not be opened until such information is collected.

Individual and Joint Accounts (Rights of Survivorship assumed unless noted otherwise.)

Primary Owner Information

Title: (optional) Mr. Mrs. Ms. Dr. Other _____

Primary Owner Name (first/initial/last) _____ Social Security Number _____ Date of Birth (mm/dd/yyyy) _____

Joint Owner Information

Title: (optional) Mr. Mrs. Ms. Dr. Other _____

Joint Owner Name (first/initial/last) _____ Social Security Number _____ Date of Birth (mm/dd/yyyy) _____

Uniform Gift/Transfer to Minor Account

Custodian Information

Custodian Name (only one custodian is permitted) _____ Social Security Number _____ Date of Birth (mm/dd/yyyy) _____

State of Residence _____

Minor's Information

Minor's Name (first/initial/last) _____ Social Security Number _____ Date of Birth (mm/dd/yyyy) _____

State of Residence _____
(The gift or transfer will be governed by the laws of this state.)

Trust

Name of Trust _____ Trust TIN/Trustee's Social Security Number _____ Date of Trust (mm/dd/yyyy) _____

Trustee's Name _____ Name of Trust Beneficiary (optional) _____

Co-Trustee's Name _____

Corporate, Partnerships and Others

Name of Corporation or Entity _____ Type of Entity _____ Tax ID Number _____

Corporate Representative's Name _____ Co-Authorized Individual's Name _____

Trust, Corporate, Partnerships, and Others — Please attach a copy of the appropriate bylaws, corporate resolutions, a list of authorized traders or trust documents establishing authority to open this account.

In addition, provide a copy of the IRS Issuance Letter for your Employer Identification or Tax Identification Number. If any such agreements or resolutions are not in existence, please contact ProFunds at 888-PRO-FNDS for further assistance.

2. Mail and Contact Information

If mailing address is a post office box, a street address is also required by the USA Patriot Act.

For mailing outside the U.S., please provide Country of Residence, Province, Foreign Routing/Postal Code.

Please give us your email address to receive ProFunds strategies and updates on products and services.

Primary Owner Street Address _____ City _____ State _____ Zip Code _____

Joint Owner Street Address (if different from Primary Owner) _____ City _____ State _____ Zip Code _____

Mailing Address (if different from Street Address) _____ City/State/Province/Region _____ Country/Zip Code/Postal Code _____

Email Address _____ Daytime Phone (Area Code + Number) _____ Evening Phone (Area Code + Number) _____

3. Citizenship

For Resident Aliens, a U.S. Tax ID number and domestic address must be submitted.

For Non-Resident Aliens, in addition to submitting an IRS Form W-8, a taxpayer identification number and the following is required: (1) passport number and country of issuance, or (2) alien identification card number and country of issuance, or (3) number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard and a copy of the document. Distributions are subject to tax withholding.

Primary Owner, Custodian, Trustee

U.S. Citizen U.S. Resident Alien Non-Resident Alien

Country of Tax Residency _____ Government ID Number _____ ID Type _____ Province (Canada only) _____

Joint Owner, Minor, Co-Trustee

U.S. Citizen U.S. Resident Alien Non-Resident Alien

Country of Tax Residency _____ Government ID Number _____ ID Type _____ Province (Canada only) _____

4. Investment Selection

The minimum initial investment for investors who have engaged a financial professional with discretionary authority over the investor's account is **\$5,000**; for all other investors, the minimum initial investment is **\$15,000**.

All wires must be received by 3:30 p.m. Eastern Time.

Third-party checks, cash, starter checks, internet-based checks, credit cards, travelers checks and credit card checks are not accepted. All purchases must be made in U.S. dollars and drawn on a U.S. bank.

Please make your initial investment selections. Indicate the dollar amount of total investment next to the fund name. If no ProFund is selected, your investment will be made in the Money Market ProFund.

Bull	\$ _____	Banks	\$ _____
Mid-Cap	\$ _____	Basic Materials	\$ _____
Small-Cap	\$ _____	Biotechnology	\$ _____
OTC	\$ _____	Consumer Goods	\$ _____
Large-Cap Value	\$ _____	Consumer Services	\$ _____
Large-Cap Growth	\$ _____	Financials	\$ _____
Mid-Cap Value	\$ _____	Health Care	\$ _____
Mid-Cap Growth	\$ _____	Industrials	\$ _____
Small-Cap Value	\$ _____	Internet	\$ _____
Small-Cap Growth	\$ _____	Mobile Communications	\$ _____
Europe 30	\$ _____	Oil & Gas	\$ _____
UltraBull	\$ _____	Pharmaceuticals	\$ _____
UltraMid-Cap	\$ _____	Precious Metals	\$ _____
UltraSmall-Cap	\$ _____	Real Estate	\$ _____
UltraDow 30	\$ _____	Semiconductor	\$ _____
UltraOTC	\$ _____	Technology	\$ _____
UltraJapan	\$ _____	Telecommunications	\$ _____
Bear	\$ _____	Utilities	\$ _____
Short Small-Cap	\$ _____	U.S. Government Plus	\$ _____
Short OTC	\$ _____	Rising Rates Opportunity	\$ _____
UltraBear	\$ _____	Money Market	\$ _____
UltraShort Mid-Cap	\$ _____	Access Flex High Yield Fund SM	\$ _____
UltraShort Small-Cap	\$ _____	Other	\$ _____
UltraShort Dow 30	\$ _____		
UltraShort OTC	\$ _____		

TOTAL AMOUNT INVESTED \$ _____

By Wire I will call (888) PRO-FNDS for wire instructions.
 By Check My check is enclosed, payable to ProFunds.

5. Bank Information (Optional)

Complete this section if you wish to have redemption proceeds or dividends and capital gains sent directly to your bank. **Please attach a voided check for verification.**

If you are wiring to a foreign account please call us for more specific information.

Name of Bank _____ Bank Account Number _____ Routing Number (9 digits) _____
 Address of Bank _____ City _____ State _____ Zip Code _____
 Branch Phone (Area Code + Number) _____

6. Electronic Documents Service

Through PaperFree™, you can receive account statements, transaction confirmations, ProFunds prospectuses and financial reports online — while removing the clutter from your mailbox! You will automatically receive an email containing a hyperlink to your documents when they are available online.

Enter your email below and we will send you instructions on how to activate your PaperFree™ service.

Use email address listed in section 2 of this document.

or

Email address: _____

7. Account Options

The following account options are available as described in the Prospectus.

*Cash distributions payable by check of ten dollars or less will be automatically reinvested.

Dividend and Capital Gains

Your Dividends and Capital Gains will be **automatically reinvested** in the same ProFund from which they were distributed unless you indicate otherwise below:

Pay my dividends and capitals gains to me by check.*

Deposit my dividends and capital gains to the bank indicated in Bank Information, section 5 of this document.

Pay my dividends to me by check* and **reinvest** my capital gains.

Telephone Redemption and Exchange Privileges

The telephone redemption and exchange privileges will be added to your account automatically unless you check the box below:

No, I do not authorize exchanges between the ProFunds or redemptions upon instructions from any person by telephone.

Check Redemption Service

Yes, I want to be able to write checks to redeem shares in Money Market ProFund as described in the Prospectus. I have enclosed a signature card. A supply of checks will be mailed to the mailing address indicated in section 2 of this document.

Automatic Investment Plan

The minimum Automatic Investment is \$100. I would like the plan to begin the month of _____ 20 _____. Please have the amount indicated below withdrawn from my bank account noted under Bank Information, section 5, of this document and invested in the ProFund(s) listed below.

Fund _____ \$ _____

Fund _____ \$ _____

Each month on the 5th

Each month on the 20th

Each month on the 5th and 20th

Quarterly on the 20th (Mar., June, Sept., Dec.)

Yearly on the 20th of _____
Month

Automatic Withdrawal Plan

The minimum Automatic Withdrawal is \$500. I would like the plan to begin the month of _____ 20 _____. Please have the amount indicated below

deposited into my bank account noted in section 5 of this document, or

mailed to me by check at the address of record.

Fund _____ \$ _____

Fund _____ \$ _____

Each month on the 5th

Each month on the 20th

Each month on the 5th and 20th

Quarterly on the 20th (Mar., June, Sept., Dec.)

Yearly on the 20th of _____
Month

Automatic Exchange Program

You may make regular, automatic withdrawals from a ProFund to benefit from dollar-cost averaging by automatically making purchases into another ProFund. The minimum exchange is \$1,000.

I would like the plan to begin the month of _____ 20 _____. Please select how often you would like to have the amount shown below withdrawn from your ProFund and invested into the selected ProFund(s).

From: _____
Fund Name Amount

To: _____
Fund Name

From: _____
Fund Name Amount

To: _____
Fund Name

Each month on the 5th

Each month on the 20th

Each month on the 5th and 20th

Quarterly on the 20th (Mar., June, Sept., Dec.)

Yearly on the 20th of _____
Month

8. Signatures

Please read this section carefully and have all registered owners sign.

- I certify that I have received and read the current prospectus for the ProFunds in which I am investing and understand the terms are incorporated in this application by reference. I certify that I have authority and legal capacity to make this purchase and that I am of legal age in my state of residence.
- I understand that my account(s) will automatically have exchange privileges with other ProFunds. I agree to read the prospectus for each fund into which exchanges are made. The terms, representations and conditions in this application will apply to any account established at a later date.
- Neither ProFunds, nor any of its agents, will be liable for any loss or expense for acting upon written or telephone instructions reasonably believed to be genuine and in accordance with the procedures described in the Prospectus.
- Any change to the information or authorizations set forth in this application will be made by me to ProFunds in writing. Any such change will be effective at such time as ProFunds has had a reasonable amount of time to act upon it.
- I understand that neither ProFunds nor any of its agents has provided any investment, tax, or legal advice, and I have relied on my independent judgment or the judgment of the advisor I have selected with respect to the suitability or potential value of any security or order.

Under penalty of perjury, I certify that: (U.S. Persons Only)

1. The Taxpayer Identification Number shown on this application is correct.
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding; or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an Individual Retirement Account (IRA), and payments other than interest and dividend(s). **Cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding.**
3. I am a U.S. Person (including a U.S. Resident Alien).

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of Owner, Custodian, Trustee

Date (mm/dd/yyyy)

Print Name and Title (if applicable)

Signature of Joint Owner, Co-Trustee

Date (mm/dd/yyyy)

Print Name and Title (if applicable)

9. Notice of ProFunds Privacy Policy

This Privacy Policy applies to the ProFunds family of funds and to ProFund Advisors LLC.

ProFunds and ProFund Advisors LLC are committed to respecting the privacy of personal information you entrust to us in the course of doing business with us.

ProFunds collects nonpublic personal information from various sources. For instance, account applications may include name, address, and social security number. We receive information from transactions in your accounts, including account balances, and from correspondence between you and ProFunds or ProFunds' service providers. ProFunds uses such information provided by you or your representative to process transactions, to respond to inquiries from you, to deliver reports, products, and services, and to fulfill legal and regulatory requirements.

We do not disclose any nonpublic personal information about our customers to anyone unless permitted by law or approved by the customer. We may share this information within the ProFunds family of companies in the course of providing services and products to best meet your investing needs. We may share information with certain third parties who are not affiliated with ProFunds to process or service a transaction at your request or as permitted by law. For example, sharing information with companies that maintain or service customer accounts for ProFunds is essential. We may also share information with companies that perform administrative or marketing services for ProFunds including research firms. When we enter into such a relationship, we restrict the companies' use of our customers' information and prohibit them from sharing it or using it for any purposes other than those for which they were hired.

We maintain physical, electronic, and procedural safeguards to protect your personal information. Within ProFunds, we restrict access to personal information to those employees who require access to that information in order to provide products or services to our customers such as processing transactions and handling inquiries. Our employment policies restrict the use of customer information and require that it be held in strict confidence.

We will adhere to the policies and practices described in this notice for both current and former customers.

FOR ASSISTANCE CALL: 1-888-PRO-FNDS • FINANCIAL PROFESSIONALS, CALL: 1-888-PRO-5717

MAIL TO: ProFunds, P.O. Box 182800, Columbus, OH 43218-2800

OVERNIGHT TO: ProFunds, c/o BISYS, 3435 Stelzer Road, Columbus, OH 43219

ProFunds are distributed by ProFunds Distributors, Inc.



PROFUNDS® Appointment of Authorized Agent

This is to appoint a financial professional for your account.

1. Broker-Dealer Use Only

Before filling out this section, please check with your Branch Manager to ensure a ProFunds Dealer Agreement has been executed.

Account Registration	Account Number		
Firm Name	Branch Number	Branch Phone (Area Code + Number)	
Address of Branch	City	State	Zip Code
Rep. Name	Rep. Number		

2. Complete if Authorizing Agent

This section to be completed by registered owners.

The appointment of authorized agent will remain in full force and effect until such time as ProFunds receives a written notice of revocation signed by the registered account holder(s).

* If you are establishing a new account, please send a completed New Account Form with this form and leave the account number blank.

Account Registration	Account Number *
----------------------	------------------

Appointment of Agent

I hereby authorize the person set forth under "Authorized Agent," to be my agent and attorney-in-fact (Agent), and in such capacity to give instruction for transactions among all ProFunds, and to take all other action necessary or incidental thereto. ProFunds may rely on such instruction without obtaining my approval, counter-signature, or co-signature. ProFunds also may provide account information to my Agent. Neither ProFunds nor any of its agents has made any recommendation or investigation with respect to the Agent, who is not affiliated with ProFunds or its agents. I will indemnify and hold you and your directors, officers, and employees harmless from all liabilities and costs, including attorney fees, which you may incur by relying upon the representations of the Agent or upon this authorization.

Initial	Joint Initial
---------	---------------

Authorization to Pay Management Fees to Authorized Agent

I authorize you to pay Agent from my assets held in any of the ProFunds registered in my name, the management fees specified in my Investment Advisory Agreement with Agent as invoiced by Agent. You shall rely on Agent's invoices and have no responsibility for the calculation or verification of the fees. This Authorization will remain in full force and effect until ProFunds shall have received from me written notice of its revocation signed by me. The authorization shall extend to the benefit of your successors and assigns.

Initial	Joint Initial
---------	---------------

Waiver of Immediate Confirmation

I waive my right to receive an immediate confirmation of ProFunds transactions under Rule 10b-10 under the Securities Exchange Act of 1934 and request that the person set forth under Agent who is a fiduciary receive such confirmations. I understand that I will receive account statements at least quarterly setting forth the information otherwise required in the foregoing confirmations.

Initial	Joint Initial
---------	---------------

3. Authorized Agent

This section to be completed by Authorized Agent.

I certify that I am/we are a

<input type="checkbox"/> Broker-Dealer	Group Number
<input type="checkbox"/> Registered Investment Adviser	(If Applicable)
<input type="checkbox"/> Neither of the above	# _____

If the Registered Owner(s) has/have authorized paying management fees above, I will provide you true and accurate invoices of the management fees owed to me by the Registered Owner(s) which you are to deduct from the account and pay to me. I will send the Registered Owner(s) notification of the amount of each invoice that I provide to you. I will indemnify and hold you and your directors, officers and employees harmless from all liabilities and costs, including attorney fees, which you may incur by relying upon my representation or upon the above Authorization. This indemnification shall extend to the benefit of your successors and assigns.

Name of Authorized Agent	Signature of Authorized Agent	Date (mm/dd/yyyy)	
Address of Authorized Agent	City	State	Zip Code

MAILTO: ProFunds
P. O. Box 182800
Columbus, OH 43218-2800

CHECKWRITING SIGNATURE CARD

FOR OFFICE USE ONLY

ACCT. NO.

SPECIAL REDEMPTION ACCOUNT FOR SHAREHOLDERS OF THE MONEY MARKET PROFUND.

NAME(S) OF REGISTERED OWNERS OF SHARES (PLEASE PRINT OR TYPE)

ADDRESS

CITY

STATE

ZIP

All registered owner(s) of shares named above should sign below. By signing this card, the signatory(s) agree(s) to all of the terms and conditions set forth herein, including the terms and conditions on the reverse.

SIGNATURES

Only one signature is required to sign checks.

TERMS AND CONDITIONS

The registered owner(s) whose signature(s) appear(s) on the reverse side (the "Signatory,"whether one or more), intending to be legally bound, hereby agrees with the other registered owners and with the Fund and Huntington Bank, Columbus, Ohio (the "Bank") as follows:

1. **REDEMPTION AUTHORIZATION:** The Bank is appointed agent for the Signatory to request redemption of shares of the Money Market ProFund (the "Fund") registered in the name of the Signatory upon receipt of, and in the amount of, items drawn in accordance with these Terms and Conditions by the Signatory upon the Signatory's Fund account. The Bank is expressly authorized to process terms so redemption instructions hereunder without requiring signature guarantees and shall not be liable to the Fund, the Signatory or any third party for any loss, liability or expense resulting from the absence of any such guarantee. The Bank shall also not be liable to the Fund, the Signatory or any third party for, and the Signatory indemnifies and holds the Bank harmless from, any loss, liability or expense arising from or related to any act of the Fund in redeeming or not redeeming any shares or following any instruction contained in an item.
2. **ITEM PROCESSING:** Signatory agrees that the Bank's duties upon receipt of items from the Signatory are only those of a collecting agent to present the items to the Fund for payment through redemption of shares owned by the Signatory. In addition, the Signatory agrees that:
 - (a) No item shall be issued or honored, or any redemption effected, in an amount less than \$500.
 - (b) No item shall be issued or honored, or any redemption effected, for any amount not represented by fully paid shares or represented by shares for which payment has not been made in full and any checks or other instruments given in payment have not been finally paid and collected through normal banking channels.
 - (c) Items shall be subject to any further limitations set forth in the Prospectus issued by the Fund including without limitation any additions, amendments and supplements thereto, and set forth in any additions, amendments and supplements to these Terms and Conditions from time to time in effect.
3. **DUAL OWNERSHIP:** If more than one person is indicated as a registered owner of the shares of the Fund, as by joint ownership, ownership in common or tenants by the entities, then (a) each registered owner must sign this signature card, (b) only one registered owner need sign each item issued hereunder.
4. **FORM OF ITEMS:** The items shall be in a form provided or approved in advance by the Fund or the Bank.
5. **TERMINATION:** Either the Bank or the Fund may at any time terminate the special redemption privileges, related share redemption services and the Bank's agency for the Signatory without prior notice by the Bank or the Fund to the Signatory.
6. **HEIRS AND ASSIGNS:** The Signatory may not assign its rights and duties pursuant to these Terms and Conditions without the prior consent of the Fund and Bank. These Terms and Conditions shall bind the respective heirs, executors, administrators and permitted assigns of the Signatory.