

## TradeKing Investment Agreement (Customer Agreement)

In consideration of Kane Reid Securities Group, Inc. d/b/a TradeKing ("TradeKing") and its agents and assigns (collectively "You" and/or "Your") opening one or more accounts ("My Account(s)" or the "Account(s)") on my behalf, I represent and agree with respect to all Accounts, whether upon margin or cash, to the terms set forth below (the "Agreement"). When used in this Agreement, the words "I", "Me", "My", "Mine", "We" and/or "Us" mean the owner(s) of the Account.

I promise to read this Agreement carefully and retain it for future reference. I understand that the terms and conditions of this Agreement govern all aspects of My relationship with You regarding My Accounts. By entering into this Agreement, I acknowledge receipt of the TradeKing Privacy and Security Statement. If I request other services provided by TradeKing that require Me to agree to specific terms and conditions electronically (through clicks or other actions) or otherwise, such terms and conditions will be deemed an amendment and will be incorporated into and made part of this Agreement.

**1. Representation as to Capacity and Status.** If an individual, I am of legal age under the laws of the State where I reside and authorized to enter into this Agreement. If an entity, I am duly formed, validly existing and in good standing in My state of organization, have full power and authority to enter and perform this Agreement, and the persons signing the account application are fully authorized to act on My behalf. No person, except Myself (or any person named in a separate agreement), has any interest in the Account opened pursuant to this Agreement. I acknowledge that unless You receive written objection from Me, under Securities and Exchange Commission ("SEC") Rule 14b-1(c), You may provide My name, address, and securities positions to requesting companies in which I hold securities. Except as otherwise disclosed to You in writing, neither I nor any member of My immediate family is an employee of any exchange, any corporation of which any exchange owns a majority of the capital stock, a member of any exchange or self regulatory agency, a member of any firm or member corporation registered on any exchange, a bank, trust company, insurance company or any corporation, firm or individual engaged in the business of dealing either as a broker or as principal in securities, bills of exchange, acceptances or other forms of commercial paper. I understand and agree that I will promptly notify You in writing if I or a member of My immediate family becomes so employed or becomes registered or employed in any of the above capacities. I further agree to promptly notify You in writing if I am now or if I become: (i) registered or qualified with the Financial Industry Regulatory Authority ("FINRA") or the SEC, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association; (ii) an "investment advisor" as that term is defined in Section 201(11) of the Investment Advisors Act of 1940 (whether or not registered or qualified under that act); (iii) employed by a bank or other organization exempt from registration under federal and state securities laws to perform functions that would require Me to be so registered or qualified if I were to perform such functions for an organization not so exempt; or (iv) an officer, director or 10% stockholder of any publicly traded company.

**2. Authorization.** I appoint You as My agent for the purpose of carrying out My directions to You in accordance with the terms and conditions of My Agreement with You for My Account and risk with respect to the purchase or sale of securities. To carry out Your duties, You are authorized to open or close My Accounts, place and withdraw orders and take such other steps as are reasonable to carry out My directions. All transactions will be effected only on My order or the order of My authorized delegate, except as described in Section 9. TradeKing provides internet trading and brokerage services through web sites. I agree to receive and transmit financial information through such electronic means. My use or My grant of access to My Account to any third party to access information or place transactions in My Account is solely at My risk. If I authorize or allow third parties to gain access to Your services, including My Accounts, I will defend and indemnify You against any liability, costs or damages arising out of claims or suits by such third parties based upon or relating to such access and use. TradeKing does not warrant against loss of use or any direct, indirect or consequential damages or losses to Me

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caused by My assent, expressed or implied, to a third party accessing My Account or information, including access provided through any other third party systems or sites.

**3. Roles and Responsibilities. (A) No Advice.** Except as provided in subsection (B) below, I understand that You and Your employees (i) provide no investment advice in connection with this Account; (ii) do not give advice or offer any opinion with respect to the suitability of any transaction, security or order; (iii) do not solicit orders; (iv) do not act as a principal or market maker in any security, equity or mutual fund; (v) do not make discretionary investments on behalf of Your clients; and (vi) do not provide internally generated research, and that the availability of research reports through TradeKing's web site does not constitute a recommendation to enter into any of the securities transactions or to engage in any of the investment strategies presented in such reports.

I am solely responsible for any and all orders placed in My Account. I am a self-directed investor and all orders entered are unsolicited and based on My own investment decisions or the investment decision of My duly authorized representative or agent. I understand that all investments involve risk, that losses may exceed the principal invested, and that the past performance of a security, industry, sector, market, or financial product does not guarantee future results or returns.

I understand that I am solely responsible for knowing the rights and terms for all securities purchased, sold and maintained in My Account including, but not limited to, mergers, reorganizations, stock splits, name changes and/or symbol changes, dividends, option symbols, and option deliverables. I understand that certain securities may grant Me valuable rights that may expire unless I take specific action. These securities include bonds, convertible securities, warrants, stock rights and securities subject to exchange offers or tenders. I am responsible for knowing all expiration dates, redemption dates, and the circumstances under which rights associated with My securities may be called, cancelled, or modified. You may, but are not obligated to, notify Me of any upcoming expiration or redemption dates, or take any action on My behalf without My specific instructions except as required by law and the rules of regulatory authorities. If any security is about to expire worthless or be redeemed for less than its fair market value and have not received instructions from Me, You may, at Your discretion, sell the security and credit My Account with the proceeds. If My Account has an option position on the last trading day prior to expiration, which is one cent or more in the money, You will generally exercise the option, on My behalf. However, You reserve the right at Your discretion to close any option position prior to expiration date or any position resulting from the exercising/assignment after option expiration. I will be charged a commission for any such transaction. You are not obligated to take any of these actions and You are not liable for losses should You not take them.

I understand that when I request assistance from Your employees in using the investment tools available on Your web site (including, but not limited to, the Fixed Income platform, the Options Scanner and the Options Strategy Scanner), it will be limited to an explanation of the tool's functionality and, if requested by Me, to the entry by Your employees of variables provided by Me, and that such assistance does not constitute investment advice, an opinion with respect to the suitability of any transaction, or solicitation of any orders.

**(B) Solicitation.** I understand that I can request that You assign My Account to a TradeKing registered representative, who may solicit orders on a nondiscretionary basis in My Account, and that You may refuse My request at Your sole discretion. If My request is accepted by You, I understand that the only investment advice and/or opinion with respect to the suitability of any transaction, security or order in connection with My Account, if any, shall be provided by the TradeKing registered representative assigned to My Account. I understand that TradeKing does not provide tax or legal advice. I understand that You may discontinue this service for My Account immediately by providing written notice to Me.

**(C) Customer Responsibility.** I understand that I will receive or select a Username and Password (collectively, "PINs") that provide electronic access to My Account. I understand and agree that My Account

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numbers and PINs are confidential and I am responsible for the confidentiality, protection and use of them. I agree and accept full responsibility for monitoring and safeguarding My Accounts and access to My Accounts. I agree to immediately notify You in writing, delivered via e-mail and certified/return receipt requested U.S. mail, if I become aware of: (i) any loss, theft, or unauthorized use of My PINs, account numbers or access; (ii) any failure by Me to receive a message from You indicating that an order was received, executed or cancelled, as applicable; (iii) any failure by Me to receive an accurate written confirmation of an execution; (iv) any receipt by Me of confirmation of an order, execution and/or cancellation, which I did not place; or (v) any inaccurate information in or relating to My Account balances, deposits, withdrawals, securities positions or transaction history. Each of the events described in subsections (i)-(v) hereof, shall be deemed a "Potential Fraudulent Event". The use and storage of any information including, without limitation, My Account numbers, PINs, portfolio information, transaction activity, account balances and any other information or orders available on My personal computer is at My own risk and is My sole responsibility. I agree to be responsible for all activities in My Account and You may rely that I have authorized any orders or instructions that are received under My Account number and PINs. I agree that, in the event of a Potential Fraudulent Event, I will notify You immediately, and in no event more than 24 hours, after I discover such Potential Fraudulent Event. I agree that in the event of a Potential Fraudulent Event, I will report such loss or fraudulent occurrence promptly to the legal authorities, if so instructed by You. Further, I agree to provide a copy of any report prepared by legal authorities to You on request. I agree to cooperate fully with the legal authorities and You in any investigation of such Potential Fraudulent Event and I will complete any required affidavits promptly, accurately and thoroughly. I also agree to allow You access to My computer and My network in connection with Your investigation of such Potential Fraudulent Event. I understand that, if I fail to do any of these things, I may encounter delays in regaining access to the funds in My Account. I agree to indemnify and hold You and Your affiliates harmless from and against any losses arising out of or relating to a Potential Fraudulent Event.

**4. Clearing Status.** I understand that You introduce My Account and transactions on a fully disclosed basis, and that You have entered into a clearing arrangement with Legent Clearing LLC ("Legent" and/or "the Clearing Agent"), to perform certain services. I understand that Legent carries My Account(s) as a fully-disclosed clearing broker pursuant to a Brokerage Services Agreement, also referred to as a clearing agreement, between Kane Reid Securities Group, Inc. and Legent, and that Legent will clear all transactions under this Agreement pursuant to that clearing agreement. I agree that Legent is only responsible for the execution, clearing and bookkeeping of transactions made and is not otherwise responsible for the conduct of TradeKing.

Until receipt from Me of written notice to the contrary, Legent may accept from TradeKing, without inquiry or investigation, (i) orders for the purchase or sale of securities and other property on margin, if I have elected to have a margin account, or otherwise, and (ii) any other instructions concerning said accounts. Legent shall look solely to TradeKing unless otherwise directed by TradeKing, and not to Me with respect to any such orders or instructions; except that I understand that Legent will deliver confirmations, statements, and all written or other notices with respect to My Account directly to Me with copies to TradeKing, and that Legent will look directly to Me or TradeKing for delivery of margin, payment, or securities. I agree to hold harmless Legent from and against any losses, costs or expenses arising in connection with the delivery or receipt of any such communication(s), provided Legent has acted in accordance with the above. The foregoing shall be effective as to My Account until written notice to the contrary is received from Me by Legent or TradeKing.

I further understand that transactions may be executed by other broker-dealers. You will respond to inquiries I may make concerning My Account and if any inquiry sent to Legent is in the form of a complaint regarding TradeKing, Legent will be responsible for (i) promptly notifying TradeKing about the complaint; (ii) providing Me with an acknowledgement that Legent has done this; and (iii) providing a copy of My complaint to TradeKing's designated examining authority. I understand and agree that any rights that either Legent or TradeKing have under this Agreement may be exercised by either Legent or TradeKing or may be assigned to the other, and that Legent and TradeKing may enforce any rights under this Agreement independently or jointly.

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**5. Effect of Reports and Statements.** I agree that it is My responsibility to review reports of execution of orders and statements of My Account promptly upon receipt. These documents will be considered binding on Me unless I notify You of any objections within two (2) days from the date confirmations are sent and within ten (10) days after My Account statements are sent (which includes online postings on Your account). Such objection may be oral or in writing, but any oral objection must be immediately confirmed in writing. I will immediately notify You in writing of any failure by Me to receive a message from You. In all cases, You reserve the right to determine the validity of My objection. If I object to a transaction for any reason, I understand and agree that I am obligated to take action to limit any losses that may result from such transaction. I understand and agree that unless I take such action to limit My losses, I will bear sole responsibility for any loss relating to the initial transaction and any and all losses that may occur thereafter, even if My objection to the initial transaction is ultimately determined to be valid. Nothing in this Section 5 shall limit My responsibilities as described in Section 3(C) of this Agreement.

**6. Important Information about Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for Me: When I open My Account, You will ask for My name, address, date of birth and other information that will allow You to identify Me. You may also ask to see My driver's license or other identifying documents and subsequently make copies for the records. I understand that You may take steps to verify the accuracy of the information I provide to You in My Account application or otherwise, and that you may restrict My access to My Account pending such verification. I will notify You of any changes in the information including, but not limited to, My name, address, e-mail address and telephone number promptly.

**7. SIPC and Other Insurance Coverage.** I understand that You are a member of the Securities Investor Protection Corporation ("SIPC"), which provides protection for accounts up to \$500,000 (including \$100,000 for claims of cash) per client as defined by SIPC rules. An explanatory brochure is available upon request or at [www.sipc.org](http://www.sipc.org) or via telephone at (202) 371-8300. I understand that, through your clearing firm, You provide an additional \$24.5 million of coverage per client (including \$900,000 for claims of cash) through a third-party insurance company with an aggregate clearing firm limit of \$100 million to pay amounts in addition to those returned in a SIPC liquidation. This brings the total protection per client to \$25 million with a limitation of \$1 million on claims for cash balances for each client (as defined by SIPC rules). I understand that this coverage does not include transactions or trading losses or declines in the value of securities.

**8. Telephone Conversations and Electronic Communications.** I understand and agree that You may record and monitor any telephone or electronic communications with Me. Unless otherwise agreed in writing in advance, You do not consent to the recording of telephone conversations by any third party or Me. I acknowledge and understand that not all telephone or electronic communications are recorded by You, and You do not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved.

**9. Oral Authorization.** I agree that You shall be entitled to act upon any oral instructions given by Me so long as You reasonably believe such instruction was actually given by Me or my authorized agent.

**10. Payment of Indebtedness.** In the event I become indebted to You in the course of operation of My Account, I agree that I will repay such indebtedness upon demand. I agree that if after demand I fail to pay the indebtedness, You may close My Account and liquidate any assets in My Account at Your discretion in an amount sufficient to pay My indebtedness. As security for any and all liabilities arising in favor of You, I pledge to You a first priority perfected security interest in all Property (as defined in Section 24) held by You in any account maintained by You for Me individually, jointly or in the name of another person or entity. You are hereby authorized to make whatever disposition of pledged Property You may deem appropriate to realize the security afforded by this provision, and I will remain liable for any deficiency. I further agree that You shall be entitled to

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exercise the rights and remedies, with respect to the pledged Property, generally afforded a secured party under the Uniform Commercial Code. The reasonable costs of collection of any debit balance and any unpaid deficiency in My Accounts, including attorney's fees and expenses incurred by You, shall be reimbursed by Me to You.

**11. Buy Orders; Settlements.** All orders for the purchase of securities given for My Account will be authorized by Me and executed in reliance on My promise that an actual purchase is intended. It is My intention and obligation to pay for purchases immediately or on TradeKing's demand. I understand TradeKing may at any time, in its sole discretion and without prior notice to Me, prohibit or restrict My ability to trade securities. I further agree not to allow any person to trade for My Account unless a trading authorization for that person has been received and approved by TradeKing. In the event that I fail to provide sufficient funds, You may, at Your option and without notice to Me, i) charge a reasonable rate of interest, ii) liquidate the Property subject of the buy order, or iii) sell other Property owned by Me and held in any of My Accounts. You may also charge any consequential loss to My Account.

**12. Sales and Short Sales.** I promise to deliver all securities sold in My Account and to provide collateral of a type and amount acceptable to TradeKing for all short sales in My Account. TradeKing requires that a security be held in an account prior to the acceptance of a sell order with respect to such security unless the order is specifically designated as a "short sale." If a security is not held in My Account and a sell order is processed, I must promptly deliver such security to TradeKing for receipt in good deliverable form on or before the settlement date. Any order accepted without negotiable certificates or positions in My Account will be subject, at TradeKing's sole discretion, to cancellation or buy-in. To ensure this will not occur, I agree to only place sell orders for securities owned by Me and held in My Account at the time My order is placed.

Proceeds of a sale will not be paid to me or released into My Account until TradeKing has received the security in good deliverable form, whether from a transfer agent or from Me and the settlement of the security is complete. Instructions on how to properly endorse a certificate and deliver it to TradeKing are located on the TradeKing web site. If the security is not received on or before settlement date, or as market conditions warrant, TradeKing may in its sole discretion purchase the security on the open market for My Account and may liquidate and close out any and all securities in My Account in order to pay for such purchase. In the event a security is bought in, I will be responsible for all resulting Losses incurred by TradeKing.

I understand that I may execute short sales only in a Margin Account (see "Margin Account Agreement And Disclosure" for more information) and that such execution must comply with applicable short sales rules.

**13. Applicable Laws and Regulations.** All transactions in My Account will be subject to the constitution, rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed. Where applicable, such transactions will be subject to the provisions of the Securities Act of 1933, the Securities Exchange Act of 1934, and the rules and regulations of the Securities and Exchange Commission, the Board of Governors of the Federal Reserve System and any applicable self-regulatory organization. In no event will TradeKing be obligated to effect any transaction it believes would violate any federal or state law, rule or regulation or the rules or regulations of any regulatory or self-regulatory body.

**14. Distributions.** In the event that I sell a security prior to its ex-dividend/distribution date, and I receive the related cash/stock dividend or distribution in error, I direct You on My behalf to pay such dividend/distribution to the entitled purchaser of the securities I sold, and I guarantee to promptly reimburse You for, or deliver to You, said dividend or distribution.

## **15. Market Volatility; Market Orders; and Limit Orders**

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I understand that, whether I place a market or limit order, I will receive the price at which My order is executed in the marketplace. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace, the execution price received may differ from the quote provided on entry of an order, and I may receive partial executions of an order at different prices. I understand that TradeKing is not liable for any price fluctuations. I also understand that price quotes generally are for only a small number of shares as specified by the marketplace, and larger orders are relatively more likely to receive executions at prices that vary from the quotes or in multiple lots at different prices.

Securities may open for trading at prices substantially higher or lower than the previous closing price or the anticipated price. If I place a market order (whether during normal market hours or when the market is closed), I agree to pay or receive the prevailing market price at the time My market order is executed. I understand that the price I pay may be significantly higher or lower than anticipated at the time I placed the order. To avoid buying a security at a higher price and possibly exceeding My purchasing power, or selling it at a lower price than I desire, I understand My option to enter a limit order. I also understand that limit orders may not be executed at any particular time, or at all if there is not sufficient trading at or better than the limit price I specify. The TradeKing web site contains further information regarding orders types and limitations, which I agree to read and understand before placing such orders.

**16. Bulletin Board/Pink Sheet Stocks.** Bulletin board, pink sheet and other thinly-traded securities ("bulletin board stocks") present particular trading risks, in part because they are relatively less liquid and more volatile than actively traded securities listed on a major exchange. I understand that bulletin board stocks may be subject to different trading rules and systems than other securities and that I may encounter significant delays in executions, reports of executions and updating of quotations in trading bulletin board stocks. TradeKing in its sole discretion may require limit orders on certain bulletin board stock transactions.

**17. Market Data; Waiver of Liability; Limitation of Liability.** I understand that each participating national securities exchange or association asserts a proprietary interest in all of the market data it furnishes to parties that disseminate said data. I understand that neither TradeKing nor any participating national securities exchange or association nor any supplier of market data guarantees the timeliness, sequence, accuracy, completeness, reliability or content of market information, or messages disseminated to or by any party. I understand that neither TradeKing nor any participating national securities exchange or association nor any supplier of market data warrants that the service will be uninterrupted or error-free. I agree that My use of TradeKing's web site or any TradeKing service is at My sole risk. The TradeKing service is provided on an "as is," "as available" basis without warranties of any kind, either express or implied, including, without limitation, those of merchantability and fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement. I acknowledge and agree that neither the OPRA Participants ("Participants" and/or "Exchanges") nor the processor under the OPRA Plan (the "Disseminating Parties" and/or "TradeKing") guarantee the timeliness, sequence, accuracy or completeness of Market Data or of other market information or messages disseminated by any Disseminating Party. I understand and acknowledge that each national securities exchange that is a participant in the OPRA Plan ("OPRA Participant") has a proprietary interest in the Market Data that originates or derives from it or its markets. For the purposes of this Section 17 only, "Market Data" means (i) options last sale reports, (ii) options quotation information, (iii) such index and other market information as the OPRA participants may from time to time make available, and (iv) all information that derives from any such information.

**NEITHER I NOR ANY OTHER PERSON SHALL HOLD ANY DISSEMINATING PARTY LIABLE IN ANY WAY FOR (A) ANY INACCURACY, ERROR OR DELAY IN, OR OMISSION FROM, I) ANY SUCH DATA, INFORMATION OR MESSAGE OR II) THE TRANSMISSION OR DELIVERY OF ANY SUCH DATA, INFORMATION OR MESSAGE, OR (B) ANY LOSS OR DAMAGE ARISING FROM OR OCCASIONED BY I) ANY SUCH INACCURACY, ERROR, DELAY OR OMISSION, II) NON-PERFORMANCE OR III)**

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**INTERRUPTION IN ANY SUCH DATA, INFORMATION OR MESSAGE, WHETHER DUE TO ANY NEGLIGENT ACT OR OMISSION BY ANY DISSEMINATING PARTY, OR TO ANY "FORCE MAJEURE" (E.G., FLOOD, EXTRAORDINARY WEATHER CONDITIONS, EARTHQUAKE OR OTHER ACT OF GOD, FIRE, WAR, INSURRECTION, RIOT, LABOR DISPUTE, ACCIDENT, ACTION OF GOVERNMENT, OR COMMUNICATIONS OR POWER FAILURE, EQUIPMENT OR SOFTWARE MALFUNCTION) OR OTHER CAUSE BEYOND THE REASONABLE CONTROL OF ANY DISSEMINATING PARTY. NEITHER YOU NOR ANY DISSEMINATING PARTY SHALL BE LIABLE, AND I AGREE TO INDEMNIFY AND HOLD HARMLESS TRADEKING AND SUCH DISSEMINATING PARTY, FOR ANY INACCURACY, ERROR OR DELAY IN, OR OMISSION OF, (1) ANY SUCH DATA, INFORMATION OR MESSAGE, OR (2) THE TRANSMISSION OR DELIVERY OF ANY SUCH DATA, INFORMATION OR MESSAGE; OR ANY LOSS OR DAMAGE ARISING FROM OR OCCASIONED BY (A) ANY SUCH INACCURACY, ERROR, DELAY OR OMISSION, (B) NON-PERFORMANCE, OR (C) INTERRUPTION IN ANY SUCH DATA, INFORMATION OR MESSAGE, DUE EITHER TO ANY ACT OR OMISSION BY TRADEKING OR ANY DISSEMINATING PARTY OR TO ANY "FORCE MAJEURE" (AS DEFINED ABOVE) OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF TRADEKING OR ANY DISSEMINATING PARTY.**

**I UNDERSTAND AND AGREE THAT YOU WILL NOT BE LIABLE TO ME OR TO THIRD PARTIES, OR HAVE ANY RESPONSIBILITY WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, TRADING LOSSES AND DAMAGES) THAT I MAY INCUR IN CONNECTION WITH MY USE OF THE SERVICE PROVIDED BY YOU UNDER THIS AGREEMENT.**

**18. Restrictions on Trading.** I understand that You may, in Your discretion, prohibit or restrict the trading of securities, or the substitution of securities, in any of My Accounts. I understand that You may execute all orders by Me on any exchange or market, unless I specifically instruct You to the contrary. In the event of a breach or default by Me under this Agreement, You shall have all rights and remedies available to a secured creditor under all applicable laws and in addition to the rights and remedies provided herein. I understand that You may at any time, at Your sole discretion and without prior notice to Me: prohibit or restrict My access to the use of the web site or related services and My ability to trade, You may refuse to accept any of My transactions, You may refuse to execute any of My transactions, and/or You may terminate My Account. The closing of My Account will not affect the rights and/or obligations of either party incurred prior to the date My Account is closed.

**19. Ratification; Sub-Brokers and Agents.** You may employ sub-brokers or other agents in connection with the execution of any order or the consummation of any other transaction hereunder, and You shall be responsible only for reasonable care in their selection.

**20. Disclaimer of Liability; Indemnification.** Except as otherwise provided by law, You, Legent Clearing LLC ("Legent") or any of Your or Legent's affiliates shall not be liable for any expenses, losses, damages, liabilities, demands, charges, claims, penalties, fines and excise taxes of any kind or nature (including legal expenses and reasonable attorneys' fees) ("Losses") by or with respect to any matters pertaining to My Account, except to the extent that such Losses are actual Losses and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from Your, Legent's or any of Your or Legent's affiliate's gross negligence or willful misconduct. In addition, I agree that You, Legent and Your or Legent's affiliates and respective partners, managing directors, officers, directors, employees and agents (collectively, "Indemnified Parties") shall have no liability for, and I agree to indemnify, defend and hold harmless Indemnified Parties from, all Losses that result from: (i) My or My agent's misrepresentation or alleged misrepresentation, or act or omission, (ii) Indemnified Parties following My or My agent's directions or failing to follow My or My agent's unlawful or unreasonable directions, (iii) any activities or services of the Indemnified Parties in connection with the My Account (including, without limitation, any technology services, reporting, trading, research or capital introduction services), or (iv) the failure by any person not controlled by the Indemnified Parties and their affiliates to perform any obligations to Me.

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I consent to the use of automated systems or service bureaus by You and Legent and Your and Legent's affiliates in conjunction with My Account, including, but not limited to, automated order entry and execution, record keeping, reporting and account reconciliation and risk management systems (collectively "Automated Systems"). I understand that the use of Automated Systems entails risks, such as interruption or delays of service, errors or omissions in the information provided, system failure and errors in the design or functioning of such Automated Systems (collectively, a "System Failure") that could cause substantial damage, expense or liability to Me. I understand and agree that Indemnified Parties will have no liability whatsoever for any claim, loss, cost, expense, damage or liability of Me arising out of or relating to a System Failure.

I also agree that Indemnified Parties will have no responsibility or liability to Me in connection with the performance or non-performance by any Exchange, clearing organization, or other third party (including, without limitation, other clearing firms, banks and International Executing Brokers as defined *infra*) or any of their respective agents or affiliates, of its or their obligations relative to any Securities. I agree that Indemnified Parties will have no liability, to Me or to third parties, or responsibility whatsoever for: (i) any Losses resulting from a cause over which Indemnified Parties do not have direct control, including the failure of mechanical equipment, unauthorized access, theft, operator errors, government restrictions, force majeure (i.e., earthquake, flood, severe or extraordinary weather conditions, or other act of God, fire, war, insurrection, riot, labor dispute, strike, or similar problems, accident, action of government, or communications or power failure or equipment or software malfunction), Exchange rulings or suspension of trading; and (ii) any special, indirect, incidental, consequential, punitive or exemplary damages (including lost profits, trading losses and damages) that I may incur in connection with My use of the brokerage and other services provided by Indemnified Parties under this Agreement.

**21. Mutual Fund Transactions.** In the event that I purchase or hold a mutual fund, I agree to read and understand the terms of its prospectus. I understand that certain mutual funds reserve the right to change their purchasing, switching or redemption procedures and/or suspend or postpone redemptions under certain market conditions. I further understand that any mutual fund order entered with You is placed by You on a best efforts basis as prescribed and recognized by the individual fund, and that You are not responsible for unexecuted orders due to the failure of any communication system. I agree to be fully responsible for the information contained within the mutual fund prospectus and to hold You harmless for any deficiencies contained therein. I authorize You to act as My agent in the purchase and redemption of fund shares.

**22. Fiduciary.** TradeKing does not review any action or inaction of a fiduciary with respect to My Account and is not responsible for determining whether a Fiduciary's action or inaction satisfies the standard of care applicable to such fiduciary's handling of My Account. TradeKing is not responsible for determining the validity of a person or entity's status or capacity to serve as a Fiduciary. At its sole discretion, TradeKing may require additional documentation before permitting a fiduciary on an existing account or when opening a new account. The fiduciary agrees to indemnify, defend and hold harmless TradeKing and its affiliates from and against any Losses arising out of or relating to any act, error or omission of the fiduciary.

**23. Joint Account Authorization.** My Account shall be held by You in joint tenancy with rights of survivorship, unless I notify You otherwise and provide the required documentation. For tenants in common, the interest in the tenancy shall be equal, unless we notify you otherwise. If the Account is a joint account, then in consideration of Your carrying a joint account for the undersigned persons, we jointly and severally agree to be fully and completely responsible and liable for the Account and to pay on demand any balance due. Each of us, or any person authorized to act on behalf of the Account under a separate agreement, has full power and authority to make purchases and sales, withdraw funds and securities from, or to do anything else with reference to the Account. You are authorized and directed to act upon instructions received from any of us. We understand that tax reporting information is processed using the social security number of the person first named in the registration. Each of us agrees to hold harmless You and Your employees and agents from and

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indemnify them against any losses, causes of action, damages and expenses (including attorney's fees) arising from or as the result of You, Your employees or agents following the instructions of any of us. You in Your sole discretion may at any time suspend all activity in the Account pending instructions from a court of competent jurisdiction or require that instructions pertaining to the Account or the Property (as defined in Section 24) therein be in writing, signed by all of us. You may recover from the Account or from any of us such costs as You may incur, including reasonable attorney's fees, as the result of any dispute among us relating to or arising from the Account. Upon any event that causes a change in the ownership of the Account (divorce, death, assignment, etc.), all remaining accountholders or survivors shall immediately notify You in writing. You may take such actions in the Account as You deem advisable to protect against any tax, liability, penalty or loss under any present or future laws or otherwise. The estate of the decedent or departing accountholder shall be liable together with each of the remaining or surviving accountholders, jointly and severally, to You for any net debit balance or loss in the Account in any way resulting from any transactions initiated prior to notification to You or incurred in the liquidation of the Account or the adjustment of the interests of the respective parties. Notwithstanding the governing law provisions of Section 37(j) of this Agreement, the legal ownership of our accounts shall be governed by the internal laws of the state of residence. If the individuals who sign this Agreement are husband and wife and legal residents of a community or marital property state, any securities purchased through You will be registered in our respective names, as shown on the Account, followed by the words "husband and wife as community property" or "community property."

In the event of a dispute between or among account holders of which TradeKing has notice, TradeKing reserves the right, but is not obligated, to place restrictions on the Account. For example, if an account holder requests a restriction be placed on access to funds in the Account because of a pending litigation or dispute between account holders, TradeKing may prohibit all transfers of funds from the Account, with such restrictions to remain in place until TradeKing actually receives and has a reasonable amount of time to act on appropriate court documentation or a written, notarized instruction signed by all account holders. In such a case, all account holders remain liable for any pending settlements at the time of the restriction. TradeKing also may, at the expense of the account holders, commence or defend any action or proceeding for or in the nature of interpleader to have the dispute resolved judicially. If a suit or proceeding for or in the nature of interpleader is brought by or against it, TradeKing may deliver the Account into the registry of the court, at which time TradeKing will be deemed to be and will be released and discharged from all further obligations and responsibilities under this Agreement.

**24. Definitions of the Word "Property."** For all purposes of this Agreement, the word "Property" means of all kinds, monies and all contracts, investments and options relating thereto, whether for present or future delivery, and all distributions, proceeds, products and accessions of all such property. This includes all such property held, maintained or carried by Legent in any manner for Me.

**25. Effect of Attachment or Sequestration of Accounts.** You shall not be liable for refusing to obey any orders given by or for Me with respect to any of My Accounts that has or have been subject to an attachment or sequestration in any legal proceeding against Me, and You shall be under no obligation to contest the validity of any such attachment or sequestration.

**26. Event of Death.** It is further agreed that in the event of My death or the death of one of the joint account holders, the representative of My estate or the survivor or survivors shall immediately give You written notice thereof, and You may, before or after receiving such notice, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion of and/or restrict transactions in the Account as You may deem advisable to protect You against any tax, liability, penalty or loss under any present or future laws or otherwise. Notwithstanding the above, in the event of My death or the death of one of the joint account holders, all open orders shall be canceled, but You shall not be responsible for any action taken on such orders prior to the actual receipt of notice of death. Further, You may in Your discretion close out any or all of the Accounts without awaiting the appointment of a personal representative for My estate and without demand upon or notice

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to any such personal representative. The estate of any of the account holders who shall have died shall be liable and each survivor shall continue to be liable, jointly and severally, to You for any net debit balance or loss in said account in any way resulting from the completion of transactions initiated prior to the receipt by You of the written notice of the death of the decedent or incurred in the liquidation of the Account or the adjustment of the interests of the respective parties. Such notice shall not affect Your rights under this Agreement to take any action that You could have taken if I had not died.

**27. Tax Reporting.** The proceeds of sales transactions and dividends paid will be reported to the Internal Revenue Service in accordance with applicable law.

**28. Information Accuracy.** I (i) certify that the information contained in this Agreement, the account application, and any other document that I furnish to You in connection with My Account(s) is complete, true and correct, and acknowledge that knowingly giving false information for the purpose of inducing You to extend credit is a federal crime, (ii) authorize You to contact any individual or firm noted herein or on the documents referred to in subsection (i) of this Section and any other normal sources of debit or credit information, (iii) authorize anyone so contacted to furnish such information to You as You may request, and (iv) agree that this Agreement, the account application and any other document I furnish in connection with My Account is Your property, as the case may be. I shall promptly advise You of any changes to the information in such agreements and documents in writing within ten (10) days. You may retain this Agreement, the Account application, and all other such documents and their respective records at Your sole discretion, whether or not credit is extended.

**29. W-9 Certification.** Under penalties of perjury, I certify that the taxpayer identification number shown above on this form is My correct taxpayer identification number. Unless, otherwise indicated, I certify that I am not subject to backup withholding and I am a U.S. Person (including a U.S. resident alien).

**30. Credit information and investigation.** I authorize You to obtain reports and provide information to others concerning My creditworthiness and business conduct. Upon My request, You agree to provide Me a copy of any report so obtained.

**31. Equity Orders and Payment For Order Flow.** SEC rules require all registered broker-dealers to disclose their policies regarding any "payment for order flow" arrangement in connection with the routing of customer orders. "Payment for order flow" includes, among other things, any monetary payment, service, property, or other benefit that results in remuneration, compensation, or consideration to a broker or dealer from any broker or dealer in return for directing orders. You transmit customer orders for execution to various exchanges or market centers based on a number of factors. These include: size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing and reduced execution costs through price concessions from the market centers. Certain of the market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. While a customer may specify that an order be directed to a particular market center for execution, the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers. The nature and source of any payments and /or credits received by You in connection with any specific transactions will be furnished upon written request.

**32. Free Credit Balances.** I authorize You and/or Legent to invest the free credit balances in My Account in money market funds as I may instruct you and as specified on Your web site and, without notice, to redeem My money market fund shares to the extent necessary to satisfy any debits arising in any of My Accounts. Amounts not invested may accrue and may be paid interest on the free credit balances. Any interest paid will be calculated on a 365-day year and actual days elapsed. The interest rate may vary from time to time without prior notice and may be equal to zero. The current interest rate paid on the free credit balances is listed on the "Commission and Fees" page on TradeKing's web site. I understand that TradeKing and Legent shall not be

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obligated to pay interest on any free credit balance in my Account. I further understand that TradeKing receives from Legent, its clearing agent, rebates derived from customer margin debt balances, money market accounts, and customer free credit balances.

**33. Fees and Charges.** I understand that there are charges for commissions and fees for executing buy and sell orders and for other services provided under this Agreement. I understand that the commissions and fees for trade executions and other services in accounts assigned to a registered representative pursuant to Section 3 (B) above may be different from the commissions and fees charged to TradeKing's self-directed customers. I also agree to pay all applicable federal, state and local taxes. I authorize TradeKing to automatically debit My Account for any such brokerage commissions, charges, fees and taxes. I agree to pay such commissions and fees at the then prevailing rate. I acknowledge that the prevailing rate of commissions and fees may change and that change may occur without notice. I agree to be bound by such changes. I specifically agree to pay a reasonable rate of interest on the principal amount of any debit balance carried with respect to My Account. Interest may be charged against My Account in connection with cash withdrawals, if the proceeds from a security sale are disbursed before the regular settlement date of the sale transaction; and late payments. If TradeKing receives My payment for securities purchases in a cash account after the settlement date, I shall be charged a late payment fee of \$25 plus a daily interest charge on the debit balance until TradeKing is fully paid. Charges will be calculated using a prevailing interest rate, currently set to "Broker's Call" + 1%. The charges shall accrue until paid and posted to My Account on the day following payment of the debit balance. Interest due on My Account is payable on demand. I also agree to pay such expenses incurred by You in connection with collection of any unpaid balance due on My Accounts including, but not limited to, attorney's fees allowed by law. I authorize TradeKing, at its discretion and without further prior notice, to utilize an electronic check process or Automated Clearing House ("ACH") facility to draft funds in the amount of any of My checks payable to TradeKing, its agents or assigns.

**34. Electronic Delivery of Trade and Account Information; Notice.** All communications, including account statements, trade confirmations, margin calls, notices, disclosures, regulatory communications and other information, documents, data and records regarding My Account, or an alert that such communication has been posted to the secure section of Your web site, and is available for viewing, may be sent to Me at the mailing address for My Account or the e-mail address that I have given to You in My account application (to either e-mail address in the case of joint accounts where each account holder has given an e-mail address; notice to both e-mail addresses is not required) or at such other address as I may hereafter give You in writing or by e-mail at least ten (10) days prior to delivery, and all communications so sent, whether in writing or otherwise, shall be deemed given to Me personally, whether actually received or not.

**35. Arbitration.**

**A. This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:**

**(1) All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**

**(2) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**

**(3) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**

**(4) The arbitrators do not have to explain the reason(s) for their award.**

**(5) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**

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(6) 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 to court.

(7) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

**B. Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the rules of FINRA Dispute Resolution, Inc. ("FINRA DR"). I agree to arbitrate any controversy or claim before FINRA DR in the State of Florida.**

**C. This agreement to arbitrate constitutes a waiver of the right to seek a judicial forum unless such a waiver would be void under the federal securities laws. If I am a foreign national, non-resident alien, or if I do not reside in the United States, I agree to waive My right to file an action against You in any foreign venue.**

**D. 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; or 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 not constitute a waiver of any rights under this Agreement except to the extent stated herein.**

**36. Electronic Signatures and Modifications to the Agreement.** I agree to transact business with You electronically. By electronically signing an application for an account I acknowledge and agree that such electronic signature is valid evidence of My consent to be legally bound by this Agreement and such subsequent terms as may govern the use of Your services. I accept notice by electronic means as reasonable and proper notice, for the purpose of any and all laws, rules and regulations. I acknowledge and agree that TradeKing may modify the Agreement from time to time and I agree to consult TradeKing's web site from time to time for the most up-to-date Agreement.

The electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. I agree to not contest the admissibility or enforceability of TradeKing's electronically stored copy of the Agreement.

**37. Miscellaneous Provisions.** The following provisions shall also govern this Agreement:

(a) **Ratification.** I hereby ratify and confirm all transactions heretofore made and entered into with Legent.

(b) **Headings.** The heading of each provision hereof is for descriptive purposes only and shall not be (1) deemed to modify or qualify any of the rights or obligations set forth herein or (2) used to construe or interpret any of the provisions hereunder.

(c) **Binding Effect; Assignment.** This Agreement shall bind My heirs, assigns, executors, successors, conservators and administrators. I may not assign this Agreement or any rights or obligations under this Agreement without first obtaining your prior written consent. You may assign, sell or transfer My Account and this Agreement, or any portion thereof, at any time, without My prior consent.

(d) **Severability.** If any provisions or conditions of this Agreement are or become inconsistent with any present or future law, rule or regulation of any applicable government, regulatory or self regulatory agency or

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body, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted by applicable law, to make this Agreement in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, this Agreement shall continue in full force and effect.

(e) **Entirety of Agreement.** This Agreement, any attachments hereto, and other agreements and policies referred to in this Agreement (including, but not limited to, the web site postings listed below) and the terms and conditions contained in My Account statements and confirmations contain the entire agreement between TradeKing and Me; and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between TradeKing and Me, provided, however, that any and all other agreements, if any, between TradeKing and Me, not inconsistent with this Agreement, will remain in full force and effect.

I agree and understand that TradeKing may post on its web site other specific agreements, disclosures, policies, procedures, terms and conditions that apply to My use of TradeKing's web site and to My Account. I understand that it is My continuing obligation to understand the terms of such postings, and I agree to be bound by such postings as are in effect at the time of My use. Such postings include, but are not limited to:

- Terms and Conditions
- Roles and Responsibilities
- Community Terms of Use
- Margin Account Agreement and Disclosure
- Option Account Agreement
- Characteristics and Risks of Standardized Options
- Multi-Leg Option Orders
- Option Trading in IRA Accounts
- Uncovered Option Writing Risk Disclosure
- Real Time Quote Agreement
- Day Trading
- Free-riding
- Unsettled Proceeds Sales
- Advanced Orders
- Business Continuity
- Cash Sweep and Money Market Funds
- Clearing Relationship
- Customer Identification Program
- Electronic Delivery and Signature
- Electronic Trading System
- Extended Hours Trading
- Funds Availability
- Jurisdictions
- Low-Price Securities
- Margin Disclosure
- Market Volatility
- Mutual Funds Breakpoints
- Order Routing and Payment for Order Flow
- Privacy and Security
- SIPC and Account Protection
- Statement of Financial Condition

(f) **Amendment.** You may at any time amend this Agreement without prior notice to Me. The current version of the Agreement will be posted on TradeKing's web site and My continued Account activity after such amendment constitutes My agreement to be bound by all amendments to the Agreement, regardless of whether I have actually reviewed them. Continued use of TradeKing's web site or services after such posting will constitute My acknowledgment and acceptance of such amendment. I agree to regularly consult TradeKing's web site for up-to-date information about TradeKing services and any modifications to this Agreement. You are not bound by any verbal statements that seek to amend the Agreement.

(g) **Termination.** You may terminate this Agreement, or close, deactivate or block access to My Account at any time in Your sole discretion. I will remain liable to You for all obligations incurred in My Account or otherwise, whether arising before or after termination. I may terminate this Agreement after paying any obligations owed upon written notice. This Agreement survives termination of My Account.

(h) **No Waiver; Cumulative Nature of Rights and Remedies.** Your failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on Your part to exercise any power or right given to You in this Agreement, or a continued course of such conduct on Your part, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other further exercise. All rights and remedies given to You in this Agreement are cumulative and not exclusive of any other rights or remedies to which You are entitled.

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(i) **International Customers.** The products and services described on TradeKing's web site are only offered in jurisdictions where they may be legally offered. Not all securities, products, or services are available in all countries, and nothing on this site constitutes an offer or solicitation of these securities, products, or services in any jurisdiction where their offer or sale is not qualified or exempt from registration. I understand that Your products and services are intended for U.S. customers and may not be offered or available in other countries, including but not limited to Australia, Austria, Canada, France, Germany, Hong Kong, Italy, Japan, Malaysia, the Netherlands, Saudi Arabia, Singapore, Taiwan and the United Kingdom, among other jurisdictions. I understand that You, at Your sole discretion may accept unsolicited accounts from non-U.S. resident, depending on the country of residence and other factors. I understand that You are based in the United States and that You accept only U.S. currency in Your customer accounts.

(j) **Governing Law.** This Agreement and all transactions made in My Account shall be governed by the laws of the State of New York (regardless of the choice of law rules thereof), except to the extent governed by federal securities law, the Federal Arbitration Act, and to the constitution, rules, regulations, customs and usage of the exchanges or market (and its clearing house) where executed.

**BY MY SIGNATURE ON THE ACCOUNT APPLICATION, I ACKNOWLEDGE THAT I HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO THE TERMS SET FORTH IN THIS AGREEMENT, AND THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 35 OF PAGE 11 HEREOF.**

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