

Advantage Account Terms and Conditions

This booklet contains disclosures required by federal law. It also provides detailed information on the features and benefits of your Advantage Account. Please keep it for future reference.

Accounts carried by First Clearing, LLC, member NYSE/SIPC.

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Important Information

The following is a summary of important information regarding your Advantage Account ("Advantage Account", "Advantage" or "Account") and your acknowledgement of certain understandings between you, your Introducing Firm ("Introducing Firm") and First Clearing, LLC ("Clearing Agent", "Broker") in opening your Advantage Account. The information and acknowledgements contained in this document are incorporated into your Advantage Account Application by this reference.

IMPORTANT INFORMATION AND CLIENT ACKNOWLEDGEMENTS. (All defined terms used in this "Important Information" section but not defined herein are defined in the "Terms and Conditions" of this document.)

- **ADVANTAGE FOR INDIVIDUALS - JOINT AND SEVERAL OBLIGATIONS.** Unless this is an account held by a Custodian or Guardian, if there is more than one Account Owner of your Advantage Account, you may title your Account in one of the following ways:
- **TENANTS IN COMMON (TEN COM).** Each of you has an equal, undivided interest in the Account, unless a different tenancy percentage interest is indicated on the Agreement adjacent to your signatures.

Account Overview

The Account has been created to bring together, in one convenient place, all of the financial tools you need to manage your assets effectively. The Account consists of a number of services provided by us and outside service providers chosen for their quality. The Accounts are available to both qualified institutions and individuals. The Institution Advantage Account is available to Corporations, Non-Profit Organizations, Unincorporated Organizations (including only those investment clubs set up as corporations or partnerships), Partnerships, Estates, Pension and Profit Sharing Plans (not including Keoghs, which are not eligible to open Advantage Accounts), Employee Stock Ownership Plans (collectively, "Pension Plans") and other Trusts (collectively "Institutions"). Individual Advantage Accounts are available to individuals, custodial arrangements for minors under uniform state laws ("Custodians") or arrangements supervised by a court-appointed guardian ("Guardians"), and Sole-Proprietorships.

You can open your Advantage Account for as little as \$5,000 in cash or unencumbered marginable securities (minimum of \$1,000 cash). An Advantage Client must maintain a minimum balance of \$2,500 or the Client may be subject to termination from the Advantage Service. Certain restrictions may apply.

If you wish to maintain an Advisory Account (including, but not limited to FundSource, Compass, Masters, Private Investment Management; Diversified Managed Allocations, Evergreen Portfolio Solutions, and Network), you are required to execute an additional agreement, which you can obtain from your Financial Advisor. In addition, the Advisory Account is subject to a separate fee schedule which is incorporated into such additional agreement.

The Advantage Account includes the following services:

- A Brokerage Account;
- Automatic investment of idle cash in your Brokerage Account ("Cash Sweep") into either the Bank Deposit Account ("Bank Deposit") or a Money Market Mutual Fund ("Money Market Funds") (collectively, the Bank Deposit Account and MM Funds are referred to as "Sweep Option"). As used herein, "Sweep Option" is deemed to include the providers of the Sweep Option.

- **JOINT TENANTS WITH RIGHT OF SURVIVORSHIP (JT TEN).** Each of you is a joint tenant with right of survivorship and not tenants in common, so that in the case of the death of any one of you, the entire Account shall become the property of the survivor or survivors.
- **TENANTS BY THE ENTIRETY (TEN ENT).** If you are married, and where permitted under applicable state law, a tenancy by the entirety provides that in the case of the death of one of the spouses, the Account becomes the property of the survivor to the exclusion of heirs of the deceased.
- **JOINT TENANTS - COMMUNITY PROPERTY.** If you are married, and where required under applicable law, a tenancy by Community Property provides that in the case of the death of one of the spouses, the Account shall vest according to the community property laws of your state of domicile.
- You should consult your legal and/or tax advisor to determine the best method of ownership for your Advantage Account. Joint Tenancy with Right of Survivorship shall be presumed if you fail to designate the method of ownership on your Advantage Account Application (the "Application").

- Daily transfer of idle cash in your Brokerage Account to the Sweep Option regardless of the amount of available free credit balances;
- Convenient checking ("Checks") against the Combined Asset Value of your Account, payable through Bank One;
- The "Combined Asset Value" of your Advantage Account consists (subject to the limitations set out in Section X.D.I. herein) of the total of:
 - the cash in your Brokerage Account unencumbered by liens (the "Free Credit Balance"), if any; plus
 - the value of your Sweep Option, if any; plus
 - the available Margin Loan Value of your Brokerage Account, if any.
- A VISA® Gold debit card or cards (the "Debit Card") issued by Wachovia Bank, N.A. (not available to Advantage Basic Accounts).
- We will deduct Debit Card debits up to the Combined Asset Value of your Account;
- You will not be able to use the Debit Card to deposit money to or ascertain the value of your Brokerage Account, or Sweep Option balances, or purchase Money Market Fund shares or to transfer money between accounts;
- The ability to authorize direct deposit of funds into your Account, or periodic payments or debits from your Account;
- A convenient, secured line of credit that provides you with protection to cover your cash withdrawals (through the use of the Debit Card, authorized periodic debits or Checks) in excess of the Free Credit Balance in your Brokerage Account and your Sweep Option balance, if applicable, is available through the Margin Loan Value (as these terms are more fully described below) of your Brokerage Account¹;
- A consolidated activity report for all these transactions on your periodic² Account Statement ("Account Statement") for easy record-keeping;
- The knowledge and experience of your Financial Advisor.

1 Margin accounts are not available to Pension Plans, Individual Retirement Accounts, ERISA Accounts, Investment Clubs, Custodians or Guardians, and may not be available to other institutions.

2 As long as there are positions other than Sweep Option balances in your Account, an Account Statement will be issued monthly for each month in which there is activity in your Account. If there is no activity in your Account, you will receive an Account Statement quarterly.

Specific Account Terms And Conditions

In consideration of Introducing Firm and Clearing Agent accepting and carrying an Account in the name of the Institution on whose behalf the Application is signed or the Individual signing the Application, you agree to the following with respect to any of your accounts with us, in which you currently or in the future have an interest, for the extension of credit or the purchase or sale of securities, options or other property.

The terms "we", "us", "our" and "ours" refer to Introducing Firm and Clearing Agent. The term "Client", "Accountholder", and "you", "your", "yours" or gender shall include the Institution on whose behalf the Account Application is signed (other than Introducing Firm), as well as all individuals (jointly and severally or beneficial or are legally obligated on this Account) signing the Account Application, including successors, heirs and personal representatives and persons who are directors and officers of Corporations, hold similar positions in Non-Profit or other Unincorporated Organizations, partners of Partnerships, executors, executrices, personal representatives of Estates, trustees, administrators and investment advisors of Pension Plans and the trusts created therefor, trustees of all other Trusts, Custodians, Guardians and the beneficiaries of all such arrangements. "Bank One" refers to Bank One, Columbus, N.A. and "WBNA" refers to Wachovia Bank, N.A. Where appropriate, WBNA and Bank One may be collectively referred to as "the Banks". The term "business day" with respect to the Bank Account or the Debit Card means any other day than a Saturday or Sunday that is not a day on which banking institutions in the City of New York, NY; Columbus, OH; and/or Charlotte, NC, generally are authorized or obligated by law or executive order to close. With respect to the Brokerage Account, the terms "business day" means any day other than Saturday or Sunday that is not a day on which the New York Stock Exchange, Inc. is closed for trading. The term "the Account" refers to the integrated financial services account which combines various products and services available through Introducing Firm and Clearing Agent as described in the General Description of the Account section of this Agreement. If the Account is maintained in the name of more than one Client, the terms and conditions of this Agreement shall apply jointly and severally to such Clients. The term "securities, commodities or severally to such Clients. The term "securities, commodities or other property," for purposes of this Agreement, shall include but not be limited to money, financial instruments,

securities, and commodities of every kind and nature and all contracts and options relating thereto, whether for present or future delivery. Your signature on the Advantage Account Agreement ("Account Application", "Application") shall constitute your agreement to the terms and conditions contained in this Agreement, as the same may from time to time be modified or amended. Establishment of the Account in your name shall be subject to our acceptance of the Application.

We reserve the right to alter or waive any or all of the conditions of subscription to its account services and to reject any application to subscribe to its account services or any part of them for any reason within applicable laws.

Any reference to "Assets" includes, but is not limited to, money, securities and commodities of every kind and nature and all contracts, investments and options relating thereto, whether for present or future delivery.

For purposes of this Agreement, the terms "Fiduciary" and "Fiduciaries" shall include any guardian, committee, conservator, trustee, executor, personal representative, administrator, general partner, officer, director or person with a similar capacity under applicable law or the Institution's governing document or capacity.

This Terms and Conditions constitutes your Client Agreement ("Agreement"). It is the contract that contains the specific terms and conditions governing the Advantage Account (the "Account") with us. Please read this Agreement carefully. If you are not willing to be bound by these terms and conditions, you should not apply for an Account nor should you sign the Account Application. Your signature on the Account Application confirms that you have received, read, understand, and agree to the terms contained in this Agreement, and that you authorize Introducing Firm, Clearing Agent, and Bank One to open a checking account and WBNA and VISA® to issue VISA® CheckCards for the Account.

This Agreement is not, and investors should not consider them to be, a prospectus relating to the Money Market Funds. For information concerning the Fund, please read the Fund's prospectus which will be mailed to you. You may obtain a free copy of the Fund's current "Statement of Additional Information" by calling the phone number indicated in the Fund prospectus.

All Advantage Accounts - Important Client Acknowledgments

By signing the Account Application, you acknowledge and agree that:

- You will have a margin account unless this is an Account held by a Pension or Profit Sharing Plan, an Individual Retirement Account, an Investment Club, a Custodian or a Guardian, or you state otherwise by checking the box on the Account Application or provide a written notification acceptable to us, and will be able to borrow from us up to the Margin Loan Value of your Brokerage Account. **You acknowledge that you have received, read and understood the Margin Disclosure Statement provided by your Financial Advisor prior to signing the Application.**
- The information provided by you and/or shown on the Account Application is correct.
- You understand that the required minimum initial investment for participation in the Advantage Account is \$5,000 in cash or unencumbered marginable securities, and you have either enclosed your check or have transferred such sum (either cash, and/or, subject to certain restrictions, securities) to your Brokerage Account. **However, if your account balance should drop below \$2,000 you will not be eligible for a margin loan and, therefore, will not have overdraft protection. See article I, Section B.3 herein.**

- You authorize us to provide the Sweep Option or the Banks (or their respective successors) with a copy of your Account Application and to disclose to them information about your Account.
- You authorize us, the Sweep Option or the Banks to verify information contained in your Application and to gather such other information as they may deem necessary.
- If you are a Pension Plan or Profit Sharing Plan, an Individual Retirement Account, an Unincorporated Organization, an Investment Club (unless permitted by charter), a Custodian, a Guardian or if you opened an Advantage Basic Account, you will not be eligible to receive a Debit Card. Some Advisory Accounts may not be eligible for the Debit Card, please check with your Financial Advisor.
- Should your Account include a money market fund Cash Sweep feature, you understand and agree that we are authorized, without further direction from you, to invest available free credit cash balances in your Account, from time to time in accordance with our procedures, in shares of a participating Sweep Option designated by you. If you fail to choose a Sweep Option, you understand and agree that we are authorized to make this choice on your behalf in our sole discretion. You further agree that if we elect not to choose a

Sweep Option on your behalf, your Account will not be swept and will not receive interest on any available free credit cash balances.

- If you selected a Money Market Fund, you will be provided with a current copy of the prospectus for the Money Market Fund, which contains a more complete description of the Money Market Fund and its operation. You understand that you may select another participating money market fund by providing us with prior notice or that you may terminate the use of a money market fund that is linked to your Account.
- You understand and agree that Sweep Option balances may be automatically redeemed by us at net asset value to satisfy amounts that you owe in connection with your Account, such as debit balances, or investments or deposits made for you that are later reversed.

I. BROKERAGE ACCOUNT/MARGIN LOANS

The Brokerage Account is a cash and/or margin brokerage account, the primary purpose of which is to purchase and sell securities and other property.

The Brokerage Account is governed by the terms and conditions contained in this Agreement, which incorporates the automatic cash investment, checkwriting, and debit features of the Account. This Agreement, including other documents incorporated by reference included as part of the Account Application information materials ("Account Documents"), sets forth the terms and conditions governing the Account. Such incorporated documents and terms and conditions expressly are made part of this Agreement. The terms and conditions set forth in the documents incorporated by reference are intended to be in addition to and not in substitution of the terms and conditions contained in this Agreement.

A. General

1. **Previous Agreement.** If you have another brokerage account that is becoming part of this Account, your former account will now be governed by, and be subject to the provisions of this Agreement, which supersedes any and all agreements and documents which you signed in connection with the opening of your former brokerage account, except to the extent, and only to the extent, related to matters not specifically covered by this Agreement.
2. **Interest.** Interest may be charged for an extension of credit which is not directly related to purchases on margin. The minimum interest rate charged shall be the highest rate permitted by applicable law. Examples of such extensions of credit include, but are not limited to, prepayments on securities sold and late payments received in the Brokerage Account that are ineligible for, or have opted out of margin.

B. Provisions for Margin.

1. **Extension of Credit on Margin.** To the extent there are available funds in the Brokerage Account, whether as the result of the sale of securities, the receipt of dividends or interest or otherwise, and such funds are needed to pay Client obligations in connection with the Account, such funds will be used first to pay such Client obligations before we extend funds are available for borrowing in the Brokerage Account. Funds will be available for borrowing in the Brokerage Account only to the extent you have marginable securities and available credit in the Brokerage Account.

If you purchase securities for cash in the Brokerage Account and there are not sufficient funds in the Account on the last Business Day prior to trade settlement, any cash and reinvested funds will be applied to the unpaid purchase amount. If additional funds are required, a margin loan will be extended, notwithstanding your intention to purchase such securities for cash.

If you have any outstanding loans in the Brokerage Account, whether entered into before or after the time the Account is opened, we are authorized and directed by you, in our sole discretion, to use any funds in the Account to pay such loans, including funds in your Cash Sweep option, notwithstanding your intention to maintain such loans.

2. **Fiduciary and Other Exclusions.** Margin Accounts are not available to Custodians under the Uniform Gift to Minors Act or the Uniform Transfer to Minors Act, Guardians, Individual Retirement Accounts, Investment Clubs, or to Pension or Profit Sharing Plans. Any such Account that does not have margin loan availability will not have "overdraft" protection to pay debits and checks. Margin accounts also may not be available to other types of fiduciary accounts that fail to opt-out of the margin provisions of this Agreement will be deemed to constitute a certification to us that such accounts legally may engage in margin transactions. **FAILURE TO OPT OUT OF MARGIN ON THE ACCOUNT APPLICATION WILL BE DEEMED A POSITIVE CERTIFICATION THAT YOU MAY LEGALLY ENGAGE IN MARGIN TRADING AND YOUR DESIRE TO DO SO.**
3. **Margin Maintenance and Disclosure Regarding Liquidation.** You agree to maintain such positions as required by all applicable laws, rules, regulations, procedures and customs, or as we deem necessary or advisable. You agree to satisfy promptly all margin and maintenance calls. You understand that we are not obligated to request additional margin from you in the event your Brokerage Account falls below minimum maintenance requirements, and we may liquidate brokerage assets, commodities and/or other property in your Account or any other account with us, or our affiliates in which you have an interest, without notice to you, to ensure that minimum maintenance requirements are satisfied.
4. **Minimum Margin Requirement.** Pursuant to the rules of The New York Stock Exchange and Broker, the minimum equity required to use margin is presently \$2,000. As a result, the total of your "Free Credit Balance" and the Cash Sweep Balance plus the value of your other marginable securities must not fall below \$2,000 in order to utilize the margin feature of your Account.
5. **Liquidation.** Broker shall have the discretionary right to sell any or all Assets in your Brokerage Account or any other account which you maintain with Broker, whether carried individually or jointly with others; to buy any or all securities, commodities or other property which may be short in your Brokerage Account; to cancel any open orders; and/or to close any or all outstanding contracts, without demand for margin or additional margin, notice of sale or purchase, or other notice to you or advertisement. Any such sales or purchases may be made at Broker's discretion on any exchange or other market where such business is usually transacted, or at public auction or private sale; and Broker may be the purchaser for its own account at any such sale. It is understood that a prior demand, call or prior notice of the time and place of such sale or purchase shall not be considered a waiver of Broker's right to sell or buy without demand or notice as herein provided.

6. **Payment of Indebtedness Upon Demand.** Debit balances represent money loaned to you. You shall at all times be liable to Broker for the full payment of debit balances or other obligations owing in your Brokerage Account or other account you have with Broker, and you shall be liable to Broker for any deficiency remaining in any such accounts in the event of the liquidation thereof, in whole or in part, by Broker or by you. You shall pay such obligations and indebtedness to Broker promptly upon demand.

To the extent permitted by law, in the event that you do not pay Broker the debit balance (or such lesser portion thereof as might be demanded) in your Brokerage Account within five (5) days of demand by Broker, or such lesser period as may be required by law, constitution of an exchange, rule or regulation, or fail to provide additional collateral satisfactory to Broker upon demand by Broker, the interest rate shall, at the option of Broker, be increased from the rate described in Section I.C.1 to a rate equal to the sum of the Prime Rate or Broker's Cost of Borrowing Money (as applicable) and ten percent (10%), which rate shall continue until full payment or the furnishing of such additional collateral, as applicable.

The reasonable costs and expenses of collection of any debit balance and any unpaid deficiency in such accounts with Broker, including attorneys' fees incurred and payable or paid by Broker, shall be payable to Broker by you promptly upon demand.

7. **Pledge of Assets.** All Assets held, carried or maintained by Broker in its possession, in your ADVANTAGE Account or in any of the accounts you maintain at Broker may be pledged and repledged by Broker from time to time, without notice to you, for any amount due your accounts, or for any greater amount, and Broker may do so without retaining in Broker's possession or control for delivery a like amount of similar securities, commodities and/or other property.

You agree that all securities (the "Transferable Securities") pledged to Broker for any margin loan that you may obtain from Broker are freely transferable and are not subject to any restrictions on resale under any applicable federal or state securities laws or otherwise, and are not "restricted," "legend," or affiliate's "control" stock. Any securities subject to such restrictions are referred to as "Restricted Securities." If you deposit Restricted Securities in violation of this Agreement and you do not upon demand immediately replace such Restricted Securities with Transferable Securities satisfactory to Broker or pay in full the margin loan secured by such Restricted Securities, you agree that you will be in default under this Agreement and that, at your selection, Broker may take any or all of the following actions:

- a. **Liquidate Collateral.** Liquidate any Transferable Securities or, to the extent permitted by law, any Restricted Securities held in your margin account, or any other account with Broker in which you have an interest, to satisfy the debit balance secured by the Restricted Securities;
- b. **Lien/Set off.** All assets in your Account or in any other account with us in which you have an interest shall be subject to a lien for the discharge of any and all indebtedness or any other obligation you have to us. We shall hold all assets in the Account as security for the payment of any obligation or indebtedness to us in the Account or any other Account with us in which you have an interest.

We may setoff without notice to you and charge against any assets in the Account for any liability,

obligation or debt you have with us, whether under this Agreement or related to any other with us (except pursuant to any credit card accounts), and whether such liability, obligation or debt is joint or several, primary or secondary or absolute or contingent. If you are obligated or indebted to us, we are authorized by you at any time without notice to you to setoff and apply any and all of your assets in this Account or any other account with us against such liability, obligation or indebtedness.

- c. **Default Rate of Interest.** Until such time as the default is cured and in substitution for any other rate of interest specified in this Agreement, charge interest at the default rate set out in Section I.C.1 on the debit balance of all margin accounts which you maintain with Broker and debit such accounts from time to time for such interest (provided, however, that you acknowledge that in no event does Broker intend to charge a rate of interest in excess of the maximum rate permitted by applicable law and, in the event such rate of interest is in excess of the permitted rate, Broker agrees that any excess interest so charged shall at your option either be returned to you or applied to your account);
- d. **Demand Immediate Payment.** Demand immediate payment in full of the margin loan secured by such Restricted Securities; or
- e. **Other Remedies.** Assert any other remedies available to Broker under applicable law to collect all amounts that you owe to Broker.

To the extent permitted by law, you also agree to pay Broker's costs of collection, including reasonable attorney's fees, incurred in enforcing any of Broker's rights or collecting any amounts you owe Broker.

The provisions of the foregoing paragraph 6 shall not apply to any Restricted Securities that have been approved in writing as collateral for extensions of credit to you by Broker's Managing Director of Operations, or his/her designee, in its principal office in Richmond, Virginia.

- f. **Application to General Partners.** All the provisions of this Section I.B. shall apply to, without limitation, each general partner of a partnership jointly and severally.

C. Margin Disclosure.

1. **Margin Requirements and Interest Charges.** The interest charge made to your Brokerage Account at the close of a charge period will be added to the opening balance for the next charge period unless paid in full. An annual rate of interest is calculated daily on the settled debit after considering all account types plus the value of any short security positions (the "Daily Adjusted Debit Balance") in your Brokerage Account. It is computed at a selected rate above the Prime Rate or Broker's actual Cost of Borrowing Money, whichever is higher. **PLEASE CONTACT YOUR FINANCIAL ADVISOR FOR CURRENT MARGIN INTEREST RATES. RATES AND CALCULATIONS ARE SUBJECT TO CHANGE.**
2. **Calculation of Interest Charges.** Interest is calculated monthly on the Daily Adjusted Debit Balance in your Brokerage Account, which is arrived at by the calculations described in Paragraphs b., c. and d. of Section I.C.3. Each month, you will receive, with your Account Statement, a Statement of Interest Charged. This latter statement will show the interest period. Your Account Statement will show each transaction on the date of trade; however, interest as shown on the Statement of Interest Charged is calculated on a settlement date basis. In order to check the calculation

of interest charged to your Brokerage Account, it may be necessary to refer to the statements for both your prior and current periods.

3. Statement of Interest Charged. The Statement of Interest Charged will show:

- a. The current selected rate used in any calculations and any changes in such rate during the interest period.
- b. The daily net balance of all transactions which is obtained by adding the daily closing settlement balances in your Brokerage Account and dividing by the number of days in the month. The net balance will be determined by adding the opening balance, if any, to any debit created by purchases by you or payments to you (including authorized periodic debits, VISA® CheckCard transactions and/or Checks) and subtracting any credits created by sales or payments by you.
- c. Any Free Credit Balance in your Brokerage Account (which reduces the daily net debit balance).
- d. Any marking-to-the-market as a result of a short position, i.e., any credit that appears in your statement due to short sales (including short sales against the box) will be used to reduce any debit balances.³
- e. The number of days your Brokerage Account had a debit balance.
- f. The Daily Adjusted Debit Balance on which interest is charged.
- g. The amount of interest, based upon the following formula:

$$\frac{\text{Daily Adjusted Debit Balance}}{1} \times \frac{\text{Rate}}{100} \times \frac{\text{Number of Days In Period}}{360}$$

- h. Total Interest charge for the period.

4. Margin Loan Value. As used herein, the "Margin Loan Value" of your Brokerage Account is the product of the market value of the marginable securities held in "street name" in your Brokerage Account times the current percentage set by the Federal Reserve Board pursuant to Regulation T, and may be further adjusted by Broker's internal rules and regulations governing margin accounts generally.

Credit extended by First Clearing, LLC, Member NYSE/SIPC.

II. PROVISIONS FOR OPTIONS ACCOUNTS

You may request the ability to engage in options transactions within your Brokerage Account. These are optional services that are not provided to all Account clients. If your investment strategy requires the ability to engage in options transactions, please contact your Financial Advisor. He or she will give you the necessary additional documentation to be completed. **Signing the Account Application alone does not enable you to engage in either options transactions in your Brokerage Account. Pension Plans, Custodians, Guardians, and**

Individual Retirement Accounts may not be permitted to engage in certain types of options transactions. Other accounts may be unable to engage in this strategy and should consult their legal advisors.

III. CHECKWRITING PRIVILEGES

Checkwriting is provided by a combination of the use of the Free Credit Balance in your Brokerage Account and redemption drafts against your Sweep Option balance in that order of priority (collectively, your "Access Balance"). Each Check is a draft, which is an authorization to us to access your Combined Asset Value and is payable through Bank One. There is no minimum amount for which checks must be written. Currently, the maximum amount is limited to \$5 million.

The following terms and conditions apply to the Checkwriting Privilege:

- A. Forms.** Checks must be on draft forms approved by the Sweep Option and provided by Bank One.
- B. Advantage Checks.** The Client may write Checks for any amount in U.S. dollars and for any purpose except that the Client may not use Checks to purchase securities, including shares of money market mutual funds such as the Fund. Although Checks will not be returned to the Client, copies may be obtained by calling (866) 786-4879. Bank One reserves the right to pay postdated Checks, although it is not obligated to do so. Bank One also reserves the right not to pay Checks that it determines, in its sole discretion, are incomplete or improperly completed. Any Check that would cause the Client to exceed the Client's Authorization Limit may not be honored.

The Client may request that the payment of Checks be stopped. In order to stop payment, the Client must notify us of the exact amount of the Check, the number, date and payee of the Check and the Client's account number. If that information is not correct or is untimely, or the Client does not promptly comply with a request for other reasonable information about the Check, neither we nor Bank One will be responsible if the Check cannot be or is not stopped.

- C. Pension Plans.** If you are a Pension Plan, you acknowledge and agree that permitting a plan participant to be an authorized signer of Checks is a practice strongly discouraged by us. If you nonetheless authorize a plan participant to sign Checks on your Account, you hereby agree to defend and hold Broker, the Sweep Option, the Bank, and their respective agents harmless for any costs and expenses (including, without limitation, attorneys' fees) of the direct and indirect consequences of such action, including without limitation, failure to perform tax withholding, excise taxes on prohibited transactions (as defined in ERISA) or tax reporting penalties.

- D. Liquidation of Sweep Option.** The Bank will notify us each business day of the daily total of your Checks presented to the Bank for payment. To the extent your Free Credit Balance is not sufficient to cover all checks, you authorize us to liquidate all or a portion of your Sweep Option as if you had contacted us directly on each and every such occasion.

Please note that a divisor of 360 days is used in determining the interest charged as described in Section I.C.3.g. The use of this divisor will affect the actual interest charged on an annualized basis, and will result in a slightly higher rate on such an annualized basis than that selected rate described above and quoted on your Statement of Interest Charged. In no event shall interest exceed the highest rate permitted by law. In the event that use of the Prime Rate or the Cost of Borrowing Money as an index, or any computation method would result in an interest rate which exceeds such maximum rate, then the lower of such indices or another method of computing interest will be used to compute interest at a rate not in excess of the maximum rate permitted. In the event interest is charged to your Advantage Account that exceeds the highest rate permitted by law, your exclusive remedy is to have such excess interest returned or credited to your Advantage Account.

³ Since Broker must borrow the same security in order to deliver it to the buying broker, this credit is not available to you. Therefore, on a daily basis, the market value of securities sold short is debited against your margin balance in order to arrive at an adjusted debit balance for interest purposes. The daily closing price is used to determine any appreciation or depreciation of a security sold short which will, in turn, adjust your daily net balances. This practice is known as "marking-to-the-market".

E. Overdraft Protection. Overdraft protection is provided up to the Margin Loan Value of your Brokerage Account. In the event a Check is presented for an amount in excess of your Combined Free Credit Balance and Sweep Option and you have a sufficient Margin Loan Value in your Brokerage Account to cover it, we will use this source to loan you the money. Consequently, Pension and Profit Sharing Plans, Investment Clubs, Individual Retirement Accounts, Custodians and Guardians will not have overdraft protection.

You authorize us to advance you the amount of such transaction(s) from the available Margin Loan Value of your Brokerage Account, if any.

F. Insufficient Value. Checks presented in excess of the amounts available from your Account's Combined Asset Value will not be honored, and each such check may subject your Brokerage Account to a fee. **REPEATED OCCURRENCES MAY RESULT IN SUSPENSION OF YOUR CHECKWRITING AND DEBIT CARD PRIVILEGES.**

G. Number of Signers. Checks must be signed exactly as the name(s) appears on the Account Application. Checks must be signed by the designated number of duly authorized Account signatories. In jointly owned accounts, it will be conclusively presumed that either owner will be authorized to sign checks. If the Account is held for the benefit of an Institution and we receive written notice from the Institution of a revocation of an authorization to sign, then new Account Documents must be executed and submitted.

H. Money Market Fund's Prospectus. The checkwriting privilege is subject to the terms of the Money Market Fund's prospectus, as amended from time to time, and subject to acceptance by the Money Market Fund.

I. Introducing Firm, Clearing Agent, Sweep Option and Bank One Policies. The redemption and checkwriting privileges are subject to our, the Sweep Option's, and Bank One's policies and procedures as amended from time to time.

J. Suspension of Privilege. We, the Sweep Option and/or Bank One may refuse to honor Checks and may refuse to effect redemptions to pay Checks whenever the right of redemption has been suspended or postponed, whenever we, the Sweep Option and/or Bank One, in our/their sole discretion, deem it necessary for our/their protection (with or without notice), or whenever your Brokerage Account is otherwise impaired.

K. Examination. You agree to examine statements and to notify us of any unauthorized transactions or errors on the statements resulting therefrom within ten (10) days after mailing to you. Failure to do so shall preclude any claim against us, the Sweep Option, the Banks, or their agents by reason of any unauthorized activity or error of any kind.

L. Stop Payments. You may request a stop payment of a Check or series of Checks. The stop payment feature is subject to the following terms and conditions:

1. You may place a stop payment against a Check by contacting your Financial Advisor. You should never attempt to initiate a stop payment order by contacting either the Sweep Option or Bank One.
2. Generally, stop payment orders communicated to our Operations Center by 1:00 p.m., eastern time, on a day when we, the Sweep Option and Bank One are open, will be effective that day. Stop payment orders received after that time will be effective on the next business day when we, the Sweep Option and Bank One are open.
3. A Check already in the payment process cannot be stopped, regardless of when a stop payment order is received.
4. Your stop payment orders on a Check will be effective for six (6) months.

5. We will impose a charge for each stop payment order placed.

6. Stop payment orders will not appear on your Account Statement.

7. In no event will we, the Sweep Option, and/or Bank One guarantee the effectuation of, or be liable for any stop payment requested on a Check. You agree to defend and hold us, the Sweep Option, and Bank One harmless for the amount(s) of any Check subject to stop payment order entered by you or on your behalf, and for all costs and expenses (including attorneys' fees) incurred by reason of the refusal to honor said Check, and you further agree that if, contrary to such stop payment order(s), payment is nevertheless made through inadvertence, accident or oversight, neither Introducing Firm, Clearing Agent, the Sweep Option, nor Bank One will be liable therefor, nor shall they, or any one of them, be liable with respect to other Checks drawn by you which are returned for insufficient funds because of such payment, or for indirect or consequential damages resulting from such payment. This provision shall survive the termination of your Account for any reason.

IV. OPTIONAL VISA® DEBIT CARD FEATURES

You may further elect to receive a VISA® Gold Debit Card that will enable you to access the Combined Asset Value of your Account worldwide 24 hours a day. **You will not be able to use the Debit Card to deposit money to or ascertain the value of your Account, transfer to the Sweep Option or to transfer money between accounts. The Debit Card is not a credit card.**

A. Issuance of Card. A Client's application for a VISA® Account must be approved by WBNA, which will notify the Client of its acceptance of the application by issuing a Card and/or providing Checks to the Client. WBNA will open the VISA® Account in the name supplied to it by us. As such, information concerning transactions in a Client's VISA® Account or the status of such account will be furnished to the Client by us and billing error disputes or inquiries are to be directed to the WBNA through us.

By checking the "YES" box where indicated on the Advantage Application, you will be requesting WBNA to issue you a Debit Card. You will receive one (1) Debit Card if your Account is registered in a single name, and two (2) Cards if a joint account. WBNA will send you, under separate cover, a Disclosure Statement setting forth the disclosures required by Regulation E of the Board of Governors of The Federal Reserve System ("Regulation E") (see Section VI herein) with respect to electronic fund transfers made with your Debit Card. **The Debit Card is an optional service and unless you request the card on the Account Application, no Debit Card(s) will be sent to you.**

B. Daily Limits of Debit Card Transactions. The Card may be used to make purchases of merchandise or services at VISA® participating establishments or to obtain cash advances from any VISA® participating bank or branches. Purchases of merchandise above \$5,000 per purchase may be subject to authorizations in addition to any otherwise required for merchandise purchases. Cash advances are currently limited to \$5,000 per transaction and \$25,000 per day.

Use of your Debit Card to purchase goods and services at WBNA Point-of-Sale terminals will constitute a simultaneous withdrawal from and/or demand upon your Account, although the transaction may not be posted to your Account until a later date. The Combined Asset Value of your Account must be sufficient to cover the transaction on the date that you initiate it.

C. The Debit Card Belongs to WBNA. The Debit Card remains the property of WBNA. WBNA and we have the right to refuse to issue the Debit Card or to revoke the Debit Card at any time with or without cause or notice. You must surrender a revoked Debit Card to WBNA or us upon demand or upon

knowledge of its revocation, and you may not use an expired or revoked Debit Card.

D. Debit Card Not Allowed. The Debit Card is not available to Pension and Profit Sharing Plans, Individual Retirement Accounts, Unincorporated Organizations, Investment Clubs (unless permitted by charter), Custodian Accounts, or Guardian Accounts. Debit Cards issued to Trusts will be shown in the name of the trustee(s) only.

E. Not a Credit Card. An Advantage Client should note that the Card is a debit card, not a credit card.

Purchases made or cash advances obtained with the Card are debited directly against the Client's Advantage Account.

F. ATM Fees. Advantage Clients pay no fee for Automatic Teller Machine ("ATM") use for the first 52 transactions per year; after 52 transactions Advantage Account Clients pay \$1 per transaction. ATM cash advances are limited to \$500 per use and \$600 per day.

NOTE: ATM privileges not available to Advantage Basic Accounts.

G. Liability for Transactions. A Client agrees to assume liability for all transactions made by the Client, or by any person authorized by the Client to use the Checks or Card(s) in connection with the Client's VISA® Account. Liabilities for unauthorized Card transactions are prescribed and defined by Regulation E of the Federal Reserve Board. Such liabilities are further explained in the Electronic Funds Transfer Disclosure Statement.

By the Client's use of the VISA® Account, the Client agrees that the Client will not take any action or transfer the Client's assets from any account that the Client may have with us or WBNA, if such action or transfer will materially impair the Client's ability to pay us or WBNA for Card transactions.

H. Authorization Limit. The amount available for VISA® purchases, cash advances, Checks, preauthorized debits and electronic transfers is the Client's "Authorization Limit." The Authorization Limit equals the total of (i) any available free credit balances in the Brokerage Account, (ii) the available value of the Sweep Option, and (iii) the available margin loan value of eligible securities in the Brokerage Account, if the Advantage Client has a margin account. The loan value of eligible securities is subject to regulatory requirements and our margin policies then in effect, which may be more stringent than those required by government regulation. Since the Authorization Limit is dependent upon securities prices as well as changes in the debit balance in the Brokerage Account and VISA® Account usage, it will likely fluctuate from day to day.

The Authorization Limit is reduced at the time WBNA is notified of the use of the VISA® card, not at the time the applicable sales draft or cash advance is paid. However, Sweep Option balances are not redeemed or withdrawn until the item is presented to us for payment. Securities transactions in the Brokerage Account reduce the Authorization Limit on the trade date, not the settlement date of such transactions.

Next-day transfers initiated through the Funds Transfer Service or the Payment Service will reduce the Authorization Limit at the time of the request, provided there are sufficient funds available in the Client's account. Each occurrence of a future or recurring transfer is compared to and reduced from the Client's Authorization Limit after the close of business two business days prior to the effective date of the transfer, provided there are sufficient funds available in the Client's account.

The Authorization Limit may not be increased to reflect the proceeds of checks credited to a Client's account or the receipt of funds credited electronically to a Client's account until checks and/or electronic funds have cleared, even if,

during this time period, we transfer to the Sweep Option on a Client's behalf. All checks received by us must be in U.S. funds and drawn on a U.S. bank or other financial institution, and are subject to final collection.

Advantage Clients agree not to exceed the Client's Authorization Limit. If an Advantage Client exceeds an account's Authorization Limit, we may, but are not obligated to, accept the transaction amount exceeding the Authorization Limit. The Client will be notified and the Advantage Client agrees to immediately pay the amount of the overdraft together with any applicable finance charges. The Client will incur finance charges on the average daily balance of such draft at the same annual rate calculated in the same manner as for margin loans, as described in detail in Section 1.C.3 of this Agreement. Furthermore, if the Client exceeds the account's Authorization Limit and incurs an overdraft, the Client will be in default. Default may result in, among other things, termination of the Client's subscription to the Advantage Service.

I. Payments. WBNA will notify us as to the amount of any VISA® Card and VISA® Check charges to the VISA® Account which they have received and paid and we will make payment to them on the Client's behalf to the extent that sufficient funds can be provided: first, from the available free credit balance, if any, held in the Brokerage Account; second, from the proceeds of redemption of the Client's available Sweep Option balances, which we are hereby authorized to redeem to pay such charges; and third, should such source prove insufficient, and if the Client has a margin account, from margin loans made by us for the Client's account. If funds are not sufficient, the Client will remain fully responsible for payment.

Payment by us to WBNA on the Client's behalf immediately reduces the available amount in the Client's account, whether or not the account has actually been debited this amount. Advantage Clients will be unable to withdraw what appear to be available free credit balances or available Sweep Option balances to the extent of these pending debits. However, until a debit is actually made, Advantage Clients will continue to receive dividends/interest on these Sweep Option balances. We will actually debit the Client's account the next business day for Card purchases. For all cash advances and VISA® Checks we will actually debit the Client's account on the day after we receive notice of such transaction from WBNA.

For Clients with a margin account, Clearing Agent may advance money in connection with the VISA® Account. Such advances will be a loan by Clearing Agent to the Client and will be secured by securities in the Client's Brokerage Account. If Clearing Agent extends margin credit to a Client with a margin account, interest will be charged from the day Clearing Agent makes payment to WBNA on the Client's behalf at the same rate and in the same manner as charged by Clearing Agent for other margin loans.

If the Client's participation in the VISA® Card program is terminated for any reason, whether or not the Client continues to maintain an Advantage account, the Client must cease using the Client's VISA® Card(s) and Checks. In addition, in case of such termination, all items posted to the Client's VISA® Account will be paid for by automatic debit of the Client's Advantage account on the next business day, and any items presented for payment will no longer be delayed, but will be automatically paid from the Client's Advantage account upon receipt by us.

J. Foreign Currency Purchases and Advances. When the VISA® Gold debit card is used to make a purchase or obtain a cash advance in a foreign currency, the amount charged to the Client's account depends in part on the conversion rate used by the VISA® system in effect when the transaction is processed. The conversion rate also depends on the foreign currency involved and will be either a government-mandated

rate or a wholesale rate determined by VISA®, increased by 1% (or the applicable percentage as determined by WBNA). The applicable conversion rate may vary from that in effect when the transaction is made.

- K. **Law Applicable to VISA® Account.** The terms and conditions of the VISA® Account, and only those terms and conditions, will be governed by the state of North Carolina and applicable federal law.
- L. **Verification of Transactions.** All Debit Card transactions are subject to approval by us and WBNA, as applicable.
- M. **Stop Payments.** You do not have the ability to stop payment on any transaction originated with your Debit Card.
- N. **Debit Card and PIN.** The Debit Card and Personal Identification Number (“PIN”) are your personal access devices to the Account. Your Debit Card and PIN are issued to you for your own use only. You are prohibited from authorizing or permitting anyone else to use your Debit Card and/or PIN. However, you will be responsible for authorized use of your Debit Card and PIN. Your use, or use by anyone with actual authority or for your benefit, will be deemed an authorized use. In order to protect your Debit Card and PIN from an Unauthorized Transfer (as defined below), do not write your PIN on your Debit Card, keep your PIN with your Debit Card, or leave your Debit Card in the terminal after completing your transaction(s). Many terminals allow multiple transactions to occur without re-entry, and neither we nor WBNA will assume liability for unauthorized withdrawals which are the result of the Card being physically left in or at the terminal.

V. ELECTRONIC FUNDS TRANSFERS

You may also have certain regular deposits and payments made electronically to your Account. Please see your Financial Advisor for details and to obtain the necessary forms. These automatic deposit and payment transactions are effected for you through the facilities of Bank One. Due to this arrangement, deposits, such as direct deposit of your salary check or Social Security or other benefits payments, must automatically be transferred to your Sweep Option. Certain periodic payments or debits, such as insurance premiums or mortgage payments, may also be made electronically from your Account. These withdrawals will be made from your Account in the same sequence as checkwriting; i.e., Free Credit Balance, Sweep Option Balance and then Available Margin Loan Value.

Any electronic fund transfer (“Transfer”) that you make in connection with your Account, including, but without limitation, automatic deposits and payments, but excluding transactions with Debit Card, will be governed by the following terms and conditions. These terms and conditions also serve as the disclosure required by the Electronic Fund Transfer Act and Regulation E in connection with Transfers. Funds may be credited to, or debited from, your Account because of automated clearinghouse (“ACH”) entries or because of other funds transfer entries. These credits and debits may be subject to additional rules of the funds transfer system that processes such entries, such as the rules of the National Automated Clearing House Association and local ACH operating rules.

In the case of a credit entry to your Account, such credits are provisional, until Bank One receives final settlement through a Federal Reserve Bank or otherwise receives payment as provided in Section 4A-403(a) of Article 4A of the Uniform Commercial Code. Bank One is entitled to a refund of the credit entry, if it does not receive such final settlement or payment. In such case, the person who originally sent such credit entry also will not be considered to have paid you.

In addition, we will not give you notice of the receipt of an entry by Bank One, except when we have agreed in writing to do so or when required by applicable law.

Pension and Profit Sharing Plans may not authorize benefit payments to be made electronically to their participants, as this is a complicated process best handled by their plan administrators, [in which capacity we cannot serve].

The terms and conditions for Transfers are as follows:

- A. **Unauthorized Transfer.** “Unauthorized Transfer” means any Transfer from your Account initiated by a person other than you without actual authority to initiate the Transfer and from which you receive no benefit.
- B. **Your Liability for Unauthorized Transfers.** You could lose the Combined Asset Value of your Account through Unauthorized Transfers. Therefore, you should notify us at once if you believe an unauthorized person has transferred or may transfer money from your Account without your permission. Notifying us as soon as possible by telephone could minimize your possible losses. We and Bank One and our respective agents will not be liable in connection with any Unauthorized Transfer.

1. **Individual Account.** If you hold an Individual Account and you notify us within two (2) business days of the date you learn of an Unauthorized Transfer, you can lose no more than \$50. If you do not notify us within two (2) business days after you learn of the unauthorized Transfer, and we can prove we could have stopped someone from making the Unauthorized Transfer if you had notified us, then you could lose as much as \$500.

Should your Account Statement show Transfers that you did not make, please notify us immediately. If you do not notify us within 60 days after the Account Statement was mailed, you may not get back any of the money you lost after the 60 days if we can show that we could have stopped the Unauthorized Transfer(s) if you had notified us in time.

The time periods referenced above may be extended if you have a good reason, such as a long trip or a hospital stay, which keeps you from notifying us.

2. **Institution Account.** If you have an Institution Account, you are liable for all Unauthorized Transfers up to the time at which you notify us.

If you hold an Institution Account, you agree to examine your Account Statements and to notify us of any errors shown on the Account Statements within 30 days after mailing to you. Failure to do so shall preclude any claim against us, the Bank, or our/their agents, in connection with any error.

- C. **Limits on Transfers.** If the Combined Asset Value of your Account is adequate, you may make any number and dollar amount of Transfers. At present, there is no minimum amount required for automatic payment from any Account. The availability of automatic deposits to your Account will be governed by our funds availability policy.

D. Procedures to Stop Automatic Transfers.

1. **Regular Payments.** If you are having us deliver regular payments made from your Account, you can stop any of these payments. Simply write or call your Financial Advisor in time for your request to be received three (3) business days or more before the payment is scheduled to be made. We cannot accept an order to stop payment unless the exact amount and the Account number are given. You should also indicate that the stop is for a preauthorized electronic payment.

NOTE: If you have contracted with some other vendor(s) to draft payment(s) from your Account, you must contact that vendor to have the payments stopped. We are unable to stop such drafts and will continue payments as long as that vendor continues to draft your Account.

2. **Notice of Varying Amounts.** If you are having us deliver a regular payment from your Account which will vary in amount, you must tell us how much the payment will be at least ten (10) days prior to when it is due. If

another vendor is drafting the payments from your Account, we do not need prior notification.

3. **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three (3) business days or more before the Transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
4. **Charges.** We may impose a charge for each stop payment order placed.
5. **Statements.** Stop payment orders will not appear on your Account Statement.

VI. ADDITIONAL DEBIT CARD AND TRANSFER PROVISIONS

A. Notification in the Event of Unauthorized Transfers. If you believe that your Card and/or PIN has/have been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, write or call your Financial Advisor or notify us immediately upon discovering the loss or theft at the address or telephone numbers indicated in section III.G.

B. Account Information Disclosure. We will disclose information to third parties about your Account or the Transfers that you make:

1. when it is necessary for completing Transfers;
2. in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
3. in order to comply with government agency or court orders; or
4. if you give us your written permission.

C. Liability for Failure to Complete Debit Card Transactions and Transfers. If we or WBNA do not complete a Debit Card transaction or a Transfer on time or in the correct amount according to its agreement with you, we or WBNA will be liable for your losses or damages. However, there are some exceptions. Neither we nor WBNA will be liable for failure to complete a Card transaction or a Transfer:

1. If the transaction exceeds the Combined Asset Value of your Account;
2. If the use of the funds in your Account is restricted by legal process or other encumbrance;
3. If circumstances beyond our or WBNA's control (such as fire or flood) prevent the transfer despite reasonable precautions which we, or WBNA have taken;
4. If we or WBNA has reason to believe that you or someone else is using your Account for fraudulent or illegal purposes;
5. If you are trying to make a withdrawal and the ATM Terminal you are using does not have enough cash;
6. If the ATM terminal was not working properly and you knew or should have known about the breakdown when you started the transaction;
7. If your Card has deteriorated or has been damaged such that it does not function properly;
8. If your Card or PIN has been reported lost or stolen; or
9. If this Agreement is terminated for any reason.

There may also be other exceptions to our liability provided by applicable law.

D. Adjustment to Your Account. WBNA will notify us each business day of the daily total of Card transactions, and Transfers to be made to or from your Account. We will add to the Combined Asset Value of your Account the amount of any deposits in accordance with our funds availability policy. We will deduct the amount of any payments from the

Combined Asset Value of your Account, in the following order of priority:

1. the Free Credit Balance in your Brokerage Account, if any; and then
2. your Sweep Option balance, if any; and then
3. the available Margin Loan Value, if any.

You authorize us to make this deduction, as if you had contacted us directly to make the request on each and every occasion.

PAYMENTS THAT WOULD EXCEED THE COMBINED ASSET VALUE OF YOUR ACCOUNT WILL NOT BE MADE.

E. Additional Policies and Procedures. All Card transactions and Transfers to or from your Account are subject to our funds availability policy and any additional policies and procedures which we or WBNA may promulgate from time to time.

Except as otherwise required by law, we or WBNA have the right to amend these policies and procedures at any time by mailing such amendments to you, unless the change must be made immediately to maintain or restore the security of our or WBNA's electronic fund transfer system or your Account or to be in compliance with applicable Federal or local law. If you continue to use your Card or make any Transfers after notice of an amendment, you will be bound by the amendments and the Cardholder Agreement.

VII. PROVISIONS SPECIFICALLY APPLICABLE TO PENSION AND PROFIT SHARING PLANS

If this Account is for a Pension or Profit Sharing Plan ("the Plan"), in addition to the representations, warranties and certifications contained elsewhere in the Terms and Conditions, the trust for the Plan ("Retirement Trust") and the trustees thereof ("Plan Trustees"), jointly and severally hereby represent, warrant and agree as follows:

A. Representations.

1. We are not a fiduciary or an investment manager, with respect to the Plan or any part of its assets.
2. The Retirement Trust, the Plan Trustees and the person(s) designated in the Account Documents to give investment instructions on behalf of the Plan will make their own investment decisions, and will not look to us as the primary source of their investment advice.
3. We will have no obligation whatsoever to monitor the ongoing performance of, or to report to the Retirement Trust with respect to any investment made by the Retirement Trust which shall rely exclusively on the persons designated on the Account Application to perform such monitoring and reporting.
4. The Retirement Trust, the Plan Trustees, the person(s) designated on the Account Application to give investment instructions on behalf of the Retirement Trust and any other fiduciary with respect to the Retirement Trust will not engage in, nor permit the Retirement Trust to engage in any "prohibited transaction" (as defined by applicable statute and regulations).
5. The Retirement Trust, the Plan Trustees, the person(s) designated on the Account Application to give investment instructions on behalf of the Retirement Trust and any other fiduciary with respect to the Retirement Trust will maintain all required and necessary records, and agree that we will have reasonable access thereto.
6. The Plan's definition of the term "fiduciary" is not so worded as to include the normal functions of a brokerage firm, either directly by naming brokerage firms as "fiduciaries," or indirectly within the scope of the definition.

NOTE: These representations do not apply (or do not apply in pertinent part) where we otherwise confirm in writing that we or an affiliate is a fiduciary.

- B. Management of Plan.** The Plan is relying solely upon the management of the person(s) designated in the Account Documents. Notwithstanding any other provisions of this Agreement, the Plan, the Retirement Trust and the Plan Trustees (if more than one, jointly and severally) hereby agree to defend, indemnify, and hold us harmless from and against any and all claims made against us arising from or in any way connected with our acceptance of investment directions and other instructions (including for the transfer of property outside of the Plan) from any of the person(s) designated in the Account Documents, including, but not limited to, any claim that we are a fiduciary with respect to the Plan (unless we or one of our affiliates has confirmed in writing that we are a fiduciary), prohibited transactions (as defined above), excise taxes, penalties, damages, loss, expense and/or attorneys' fees incurred by us in defense thereof.
- C. Subsequent Changes.** You agree to inform us in writing immediately of any amendment to either the Plan or the Retirement Trust, any change in the composition of the Plan Trustees or any other event which could alter the representations, warranties and certifications made above.

VIII. PROVISIONS SPECIFICALLY APPLICABLE TO CUSTODIAL ARRANGEMENTS AND POWERS OF ATTORNEY

- A. Custodian Arrangements.** If this is a Custodian Account, you hereby represent, warrant and certify that you have the power and authority under applicable law and pursuant to the Custodian Account's governing document, if any, and have been duly authorized to establish and maintain this Account, and to select the privileges requested. You agree to immediately notify us in writing of any changes in such authority. You hereby release us, the Sweep Option, and Bank One, their respective directors, officers, employees and agents from any and all liability, and agree to indemnify the same from any and all losses, damages or costs (including reasonable attorneys' fees) for acting in good faith upon these representations, warranties and certifications.
- B. Guardian, Committee and Conservator Account.** If this is an account for a Guardian, Committee or Conservator, you hereby represent, warrant and certify: that the individual(s) signing the Account Documents are the duly appointed and qualified Fiduciary(ies) of the individual for whom appointed, and that the instrument of appointment is valid under the law of the state of that individual's domicile and is in full force and effect;
- that you have the power and authority under applicable law and pursuant to the Custodian Account's governing documents, if any, and have been duly authorized, to establish and maintain this Account and to select the privileges requested, including, without limitation, use of Checks and or the Debit Card, if applicable;
 - that all transactions initiated by the Fiduciaries in this Account will be in accordance with the provisions respecting investments or other powers provided in applicable law and/or the instrument of appointment;
 - that we are authorized to accept orders and other instructions relative to this Account from the aforementioned Fiduciaries and that they may execute any documents with respect to the Account that we, the Sweep Option, or Bank One may require; and,
 - unless otherwise specified in a writing delivered to us, that any one Fiduciary may individually provide instructions on this Account including, without limitation, to order the transfer or delivery of funds or securities to any other person whosoever or to the Fiduciary(ies)

giving such instructions or to any other Fiduciary(ies), or to any account in which they may have an interest, and the signing of Checks.

You agree to notify us immediately of any changes in such authority, including, without limitation, dissolution or other termination of the existence of the appointment. We shall be entitled to rely upon the representations, warranties and certifications made above until receipt of written notice to the contrary signed by you and received at the address shown in Section III.G.

You hereby release us, the Sweep Option, Bank One, and their directors, officers, employees and agents from any and all liability, and agree to indemnify the same (jointly and severally) from any and all losses, damages or costs (including reasonable attorneys' fees) for acting in good faith upon these representations, warranties and certifications.

- C. Power of Attorney.** You may authorize (if there is more than one Account owner, all owners must authorize) one person to act as attorney-in-fact in connection with your Account. If you have authorized an attorney-in-fact to have authority over your Account, you and the attorney-in-fact represent, warrant and certify (jointly and severally) to us that:

1. The power(s) of attorney ("POA") appointing such attorney-in-fact for all owners of your Account is in full force and effect;
2. The POA is a durable instrument surviving your incapacity;
3. The attorney-in-fact signing the Account Documents is the only currently appointed and duly qualified attorney-in-fact who will have control over your Account;
4. The attorney-in-fact has the power and capacity to execute the Account Documents and perform in accordance with its provisions;
5. All transactions instructed by the attorney-in-fact will be in accordance with the provisions respecting investment or other powers provided in the POA and under applicable law;
6. The attorney-in-fact can issue orders and other instructions in your Account, and that the attorney-in-fact may execute any documents (including, without limitation, Checks or Debit Card transactions) which we may require; and,
7. You understand that a Broker form POA to provide full trading authorization with privileges to withdraw money and/or securities can be used to authorize an attorney-in-fact to write Checks or use the Debit Card, and that such Broker form POA does survive your incapacity. You understand that a Broker form POA limited to purchases and sales of securities and commodities cannot be used to authorize an attorney-in-fact to write Checks, use the Card(s) or initiate ACH transactions.

You agree to notify us immediately of any changes in such authority. We shall be entitled to rely upon the representations, warranties and certifications made above until receipt by it of written notice to the contrary signed by you and received at the address shown in Section III.G.

You hereby release us, the Sweep Option, the Banks, and their respective directors, officers, employees and agents from any and all liability, and agree to indemnify the same (jointly and severally) from any and all losses, damages or costs (including reasonable attorneys' fees) for acting in good faith upon these representations, warranties and certifications.

IX. GENERAL PROVISIONS

- A. Representations, Warranties and Certifications.** You represent, warrant and certify (jointly and severally, if there is more than one signer on the Account Application), as follows:

1. If you are general partners, joint venturers, members of an unincorporated association, or individuals, you represent that you have attained the age of majority under the laws of the state in which you reside, and if you are an employee of any exchange, or of any corporation which any exchange controls, or of a member of any firm registered on any exchange or of a bank, trust company, insurance company or any corporation, firm or individual engaged in the business of dealing in securities either as broker or principal, that you will abide by the rules of such exchanges and of the regulatory agencies for such business and by our policies.

If you are a corporation which any exchange controls, or a firm registered on any exchange, or a bank, trust company, insurance company or a corporation, firm or partnership engaged in the business of dealing in securities, either as broker or principal, you agree to abide by the rules of such exchanges and of the regulatory agencies for such businesses and our policies. If, at any future time, you become so employed or so affiliated or so involved, you will notify us promptly.

2. If you hold an Institution Account,
 - that the Institution is duly constituted or organized and validly existing under the laws of its domicile and that the instrument or capacity under which it exists is in full force and effect;
 - that the individuals signing this Agreement are all of the duly appointed and qualified Fiduciaries (as that term is herein defined) of the Institution;
 - that all transactions initiated by the Fiduciaries in this Account will be in accordance with the provisions respecting investments or other powers provided in applicable law and/or the instrument governing the fiduciary capacity;
 - that we are authorized to accept orders and other instructions relative to this Account from the aforementioned Fiduciaries and that it may execute any documents with respect to the Account that we, the Sweep Option, or the Banks may require;
 - and, unless otherwise specified in a writing delivered to us, that any one Fiduciary may individually provide instructions on this Account including, without limitation, to order the transfer or delivery of funds or securities to any other person whosoever or to the Fiduciary(ies) giving such instructions or to any other Fiduciary(ies), or to any account in which they may have an interest, and the signing of Checks or Debit Card transactions.
3. No one other than you or the designated owner of the Account has or will have an interest in your Account (including, without limitation, the pledging of your Account to a third party or the use of securities therein as collateral for a loan made to you by a party other than us or one of our affiliates) except as you shall advise us in writing, which is subject to acceptance by us, in our sole discretion.
4. That you have the power and authority under applicable law and any applicable governing documents to establish this Account and select the privileges requested, if applicable, and that the individuals shown on the Account Application to sign Checks or receive Debit Cards have been properly authorized to do so, and shall remain so authorized unless and until we shall receive written notice to the contrary by you. You release us, the Sweep Option, and the Banks, as applicable, and their respective agents and representatives from all liability and agree to defend and indemnify them from

any and all losses, damages or costs for acting in good faith in accordance with the privileges selected herein. You certify that the authorizations granted in the Account Application shall continue until we receive written notice of a modification signed by all appropriate parties.

- B. **Ratification.** You ratify and confirm all transactions which may heretofore have been entered into for your Account by any of you.
- C. **Inconsistent Instructions.** In the event that we shall receive conflicting or inconsistent instructions from any of the signers of the Account Application, we may follow any of such instructions at our will, or we may refrain from executing any of such instructions until they have been reconciled in writing to our satisfaction, all without liability therefor to us.
- D. **Limitations on Combined Asset Value.**
 1. Free Credit Balance. Such portion of your Account's Free Credit Balance held by us less than four (4) days (in the case of domestic bank checks and longer in the case of foreign banks) which was not transferred to us by "wire transfer" of federal funds, or for which there is an insufficient balance may not be available as a source of payment for Checks presented for payment, Debit Card transactions or authorized periodic debits.
 2. Money Market Fund Shares. Fund shares held for four (4) days or less which were not purchased by "wire transfer" of federal funds may not be available as a source of payment for Checks presented for payment, Debit Card transactions or authorized periodic debits. Money Market Fund shares in certificated form can neither be held, nor constitute any part of your Combined Asset Value.
 3. Margin Loan Value. If the Margin Loan Value of your Account is accessed, your "overdraft" protection, if applicable, will be limited by the amount of Margin Loan Value then available.
- E. **Payment From Account.** Payment of money may be made from time to time by delivering or sending to you a check made payable in accordance with the registration of your Account, or as otherwise directed by competent authority, e.g., a court, the Internal Revenue Service, etc.
- F. **Lien/Setoff.** All assets in your Account or in any other account with us in which you have an interest shall be subject to a lien for the discharge of any and all indebtedness or any other obligation you have to us. All assets in the Account shall be held by us as security for the payment of any obligation or indebtedness to us in the Account or any other account with us in which you have an interest.
- G. **Communications.** Confirmations, notices, statements of account and communications of every kind reference to your Account (or any component part) may be sent or given by us to you. Communications will be sent to you at the mailing address on file with us, or at such other address as you may thereafter give in writing to us, and all communications so sent, whether by mail, by telegraph, by express delivery service, facsimile or otherwise, shall be deemed to be given to you personally. Except as otherwise specifically provided herein, the information set forth on all documents (including, without limitation, your Brokerage Account Statement detailing securities transactions, Checkwriting, electronic funds transfers such as deposits and debits and Debit Card transactions) sent to you by us will be deemed conclusive unless objected to by you writing within the time specified in this agreement.
- H. **Notices to Us.** You agree to immediately notify us of any changes in your authority, including, without limitation, dissolution or other termination of the existence of an Institution holder of Account. We shall be entitled to rely upon the representations, warranties and certifications made

herein until receipt of written notice to the contrary signed by you and received at the address shown in Section III.G. herein. Except in case of Arbitration, any notices required to be given to us shall be in writing, sent by United States first class mail (postage prepaid) or by courier to the address shown in Section III.G. herein. Notices shall be effective when received by us at this address. **NOTICES SENT TO ANY OTHER ADDRESS MAY DELAY EFFECTIVE RECEIPT BY US.**

- I. **Liability.** We shall not be liable (directly or indirectly) in connection with the entering, handling, selling purchasing of securities or orders for your Account except for our gross negligence or willful misconduct, nor shall we be liable for any loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, acts of terrorism, strikes, failure of the mail or other communications systems, mechanical or electronic failure or failure of third parties to follow instructions or other conditions beyond our control.

Neither we, the Sweep Option, nor the Banks will be liable for any indirect or consequential losses or damages arising out of your use of the securities or cash in your Account or your balance in the Sweep Option to cover authorized periodic debits, Debit Card transactions and Checks, including, without limitation, loss of an investment position due to an erroneous or inadvertent debit, the tax consequences of the sale of securities, lost opportunity, missed dividends, etc. This provision shall survive the termination of your Account for any reason. You hereby release us, the Sweep Option, and the Banks, their directors, officers, employees and agents from any and all liability, and agree to defend and indemnify the same (jointly and severally) from any and all losses, damages or costs (including reasonable attorneys' fees) for acting in good faith upon the representations, warranties and certifications contained herein.

- J. **Compliance with Process.** You authorize us to comply with any process, summons, subpoena, injunction, execution, distraint, levy, lien, or notice of any kind ("Process") received by or served upon us which, in our sole opinion, affects your Account and we may, at our option and without liability, refuse to honor orders to pay or withdraw sums from your Account and may either hold the balance therein until Process is resolved to our satisfaction, or pay the balance over to the source of the Process. In any event, we shall have no obligation to contest the service of any such Process, or the jurisdiction of the source. You agree that we may charge and debit your Account a fee for processing any such Process, plus our costs in so doing (including, without limitation, attorney fees).

- K. **Termination.** The terms and conditions in this Agreement (including any modifications thereto) shall remain in effect until an authorized officer of Broker shall acknowledge in writing the receipt of a written notice from you that you wish to terminate your Account, after which time you will not be bound by any further transactions made for the Account. However, you shall remain liable for all prior transactions and for all future deliveries to us of any assets in the Account, and bound by all communications regarding your Account. You will remain liable for any charges arising in your Account whether arising before or after termination, and for any indemnities contained in the Account Documents and this Agreement, given to us, the Sweep Option, or the Banks, and their respective directors, officers, employees and agents. In addition, you will remain bound by the Arbitration provisions of this Agreement found in the Arbitration Clause, following Section X. We reserve the right to terminate your Account at any time by notice to you. **If your Account terminates for any reason, you agree that you will promptly return all unused Checks and all Debit Cards issued to you.**

- L. **Amendment.** Except as herein otherwise expressly provided, no provision of this Agreement shall in any respect be waived, altered, modified or amended by you unless such waiver, alteration, modification or amendment be committed to writing and signed by an authorized officer of ours. We can change the terms of this Agreement at any time. The new terms will apply to this Agreement, including, without limitation, to both new loans and to the outstanding debit balance of your Brokerage Account unless we tell you otherwise. In the event of any change in the method of computing the margin interest rate (which results in a higher interest charge), we will let you know about such change at least thirty (30) days before the start of the billing period when the change takes place. In the event you do not agree with any of these changes made to this Agreement by us, you may close your Account and pay the balance in full within thirty (30) days of receipt of notice of any change. Your failure to close your Account and pay off any debit balance in full by such date shall be deemed acceptance of any amendments to this Agreement.

- M. **Severability.** If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, regulatory or self-regulatory agency or body, such invalidity or un-enforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and they shall be valid and enforceable as if any such invalid or unenforceable provision or condition were not contained herein.

- N. **Definitions and Calculations.** Unless otherwise specifically defined or specified herein, all terms shall be given the uniform and general meanings then given to such terms by us, and any and all calculations required to be made shall be made by us utilizing our then uniform and general procedures.

- O. **Banking Law Disclaimer.** The Checkwriting privilege afforded you by your Account is intended to provide you with easy access to the Combined Asset Value of your Account, but you should be aware that the Account is not a bank account, that the Account is not insured by the Federal Deposit Insurance Corporation and that Broker is not a bank. Any determination by any federal or state regulatory authority that certain features of the Account constitute unauthorized banking by us may result in the termination of your Account by us.

- P. **Account Insurance.** Securities and cash in client accounts have two sources of protection. Clearing Agent is a member of the Securities Investor Protection Corporation (SIPC). SIPC protects the customers of its members against the loss of their securities in the event of the member's insolvency and liquidation.

The types of property covered by SIPC include stocks, bonds, mutual funds (including money market funds), stock options, certificates of deposit and cash balances. Unlike Federal Deposit Insurance Corporation insurance, SIPC does not insure against the failure of an individual security, the quality of investments, or declines in the value of investments. Instead, SIPC protects each client's account at an insolvent firm by replacing missing securities and cash up to a maximum of \$500,000 per client, including \$100,000 for claims for cash.

For more information on SIPC coverage, please see the explanatory brochure available at www.sipc.org or contact SIPC at 202-371-8300.

Clearing Agent has also obtained excess insurance on securities accounts, at no cost to you, beyond the \$500,000 coverage provided by SIPC. This additional commercial protection, which is triggered only by the same events that would give rise to SIPC protection, would cover the replacement of securities and cash up to the total net equity

balance of your account. Neither of the aforementioned insurance programs protects customers against losses from changes in the market values of their investments.

Q. Rules and Regulations; Governing Law. All transactions in your Account are subject to applicable laws and to the constitution, rules, regulations, customs and usages of the exchange or market and its clearinghouses where such transactions are executed by us and our agents. Transactions shall also be subject to the provisions of federal and state securities laws, as amended, and to the rules and regulations of the United States Securities and Exchange Commission and the Board of Governors of the Federal Reserve System. We shall not be liable for any loss caused directly or indirectly by our compliance with such rules or regulations or government restrictions or exchange or market rulings. You also understand that we may establish general rules and regulations governing the operation of your Account and the Service (including, without limitation, establishment of the minimum level cash balances to be transferred from your Brokerage Account to the Sweep Option). You agree that the operation of your Account and the Service also shall be governed by our general rules and regulations, as now in effect or as amended from time to time. Your Advantage Account and the transactions contemplated thereby shall be construed and governed by the laws of the State of New York (regardless of the choice of laws rules thereof).

R. Supplemental Information. Brokerage accounts are not bank accounts and they are not intended as a substitute for similar types of accounts. If the Client invests in the Money Market Funds, as with any investment in securities, the value of the Client's investment in the Money Market Funds may fluctuate. An investment in one or more of the Money Market Funds is neither insured nor guaranteed by the United States government. There can be no assurance that the Money Market Funds will be able to maintain a stable net asset value of \$1.00 per share.

S. Special Information for Trusts. If the entity that opens an account is a trust, all trustees must sign all Application forms. If only one person signs the Application forms, the signer represents that the signer is the sole trustee. In addition, unless the trustees indicate otherwise on the Application, we are authorized to accept orders and instructions from each of the trustees and any of the trustees may individually act on behalf of the trust. However, we reserve the right to require the joint action of all trustees with respect to any activity relating to a trust account. The trustees must promptly inform us, in writing, of any amendment to the trust or any change in the composition of the trustees.

T. Additional Information for Trusts. Trustees of a trust that subscribe to the Advantage Service agree that we will not be liable for or responsible for any improper or unsuitable use of the Advantage Service by any trustee, including the related check-writing privilege. Unless stated otherwise on the Application, each of the trustees has the authority to sign Checks for the trust. Among other things, this means that only one trustee signature is required on Checks. Each trustee, personally and as trustee, indemnifies us from and against any liability for claims, judgments, surcharges or settlement amounts arising out of or in connection with improper or unsuitable use of Advantage services and for any expenses, including attorney's fees, incurred in disputing, settling or defending against same. Each trustee is jointly and severally liable for performing the obligations stated in any of the Account Documents and such obligations shall survive termination of the trust's subscription to the Advantage Service. The trustees also jointly and severally indemnify us and hold us harmless from any liability for effecting transactions described herein, if we act pursuant to the instructions given by any of the trustees. Accountholders that are trustees should also carefully read the section of this

document entitled "SPECIAL INFORMATION FOR TRUSTS," located earlier in this document.

U. Advantage Charges. No transaction charge will be imposed for transfers to and from the Sweep Options or other account balances. However, brokerage fees will be imposed to and from the Sweep Option or other account balances. Interest on margin loans will be charged as set forth in the section of this document entitled "Margin Disclosure." Some electronic fund transfers also involve fees.

Charges will be imposed for stop payment orders and Checks which are returned because they exceed the Authorization Limit. Charges will be imposed for any checks received in an account which are returned unpaid by the bank upon which they were drawn and certain other charges may be imposed. In addition, a charge may be imposed for each transfer requested through an electronic transfer that cannot be completed because the attempted transfer of funds from the Client's accounts at other institutions is rejected by such institution due to insufficient or uncollected funds in the account.

There is no fee for the Access Online service. Calls to the Access Online service are subject to regular local or long distance phone line charges. We and the Banks reserve the right to change the annual fees, as well as any other fees or charges, or to implement additional fees or charges at any time, subject to applicable law, upon notice to Clients.

Annual Fees may apply, please check with your Financial Advisor.

Please consult your Financial Advisor for information concerning any operational and service-related fees applicable to your Account. We may change any of the fees from time to time with or without notice to you. You understand and agree that these fees are in addition to the fee and commission charges on securities transactions applicable to your Account. Your Account will be automatically debited for all applicable fees and commission. You agree to immediately pay us any fee and commission charges which cannot be covered by the assets in your Account.

V. Other Money Market Fund Information. If an accountholder seeks solely to invest or deposit cash in a money market fund and does not seek to use the special features of Advantage or the more frequent "sweeps" received by an Advantage Client, the accountholder should consider investing directly in a money market fund rather than investing through an Advantage Account. Investments may be made in money market funds without the imposition of a fee by us, although such shareholders will not receive any of the services available to our clients, such as the automatic investment of free credit balances.

W. Advantage Statements. In addition to the information contained in the statements received by all account Clients, Advantage Clients' statements will describe: (a) purchases of merchandise or services made with the Debit Card; (b) Checks drawn against the Advantage Account; (c) electronic transfers; and (d) cash advances during the preceding period. Advantage Account Clients may also obtain reporting of realized/unrealized gains and losses on their periodic statements.

X. Fees. Please consult your Financial Advisor concerning operational and service-related fees applicable to your account. We may change any of the fees from time to time with or without notice to you. You understand and agree that these fees are in addition to the fee and commission charges on securities transactions applicable to your Account. Your Account will be automatically debited for all applicable fees and commissions. You agree to immediately pay us any fee and commission charges which cannot be covered by the assets in your account.

ADDITIONAL IMPORTANT INFORMATION

Consent to Verification and Credit Information

In accordance with federal law, Introducing Firm must make a reasonable determination and verification of clients' profile information. Until verification is complete, FCC may not be able to service and maintain your account. By signing the Account Agreement, you consent to Introducing Firm and FCC obtaining background and/or credit reports necessary to comply with any federal or state statutes or industry regulation.

ARBITRATION.

Arbitration Disclosures:

This Agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- All of the 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 the claim is filed.
- Arbitration awards are generally final and binding; a party's ability to reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award.
- The panel of arbitrators typically will include a minority of arbitrators who were or are affiliated with the securities industry.
- 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 in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

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:

- (i) the class certification is denied; or
- (ii) the class is decertified; or
- (iii) the client 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.

Arbitration Provision:

It is agreed that all controversies or disputes which may arise between you and Introducing Firm, Clearing Agent and any Sub-Advisor (and/or any other agent), (collectively, "us") concerning any transaction or the construction, performance or breach of this Agreement or any other agreement between us, whether entered into prior to, on, or subsequent to the date of this Agreement, including any controversy concerning whether an issue is arbitrable, shall be determined by arbitration conducted before, and only before, an arbitration panel set up by the Financial Industry Regulatory Authority ("FINRA") in accordance with its arbitration procedures. Any of us may initiate arbitration by filing a written claim with FINRA. Any arbitration under this Agreement will be conducted pursuant to the Federal Arbitration Act and the Laws of the State of New York.