



Individual Account Application Form

Account Setup

Account Types

- ☒ **Individual** ☐ **Joint** ☐ Tenants with Right of Survivorship
☐ Tenants in Common Tenants by the Entirety Community Property

Account Features: ☐ Cash ☐ Margin ☐ Option

Account Name: _____ **Account Number(If known):** _____

Personal Information For Primary Account Holder

Last Name First Name MI

Residence Address (Street Address - No P.O. Boxes Allowed)

City, State, Zip, Country

Address for account statements, if different from above

Street Address

City, State, Zip, Country

Social Security Number (if applicable) Number of Dependents

Date of Birth (MM/DD/YYYY) Marital Status

Cell Phone

Email Address

Your Country of Citizenship

Drivers License #, Passport # or Alien Identification Card # (if applicable)

Employment Information and Affiliations

- ☐ Employed ☐ Self-Employed ☐ Not Employed
☐ Student ☐ Retired

Employer: _____

Position/Title: _____

Address of Employer (city, state and country): _____

Interest in a Public Company

Please check the appropriate box(es) below and indicate ticker symbol(s) if you, or any member of your immediate household, are associated with a public company, whether US or non-US, in one or more of the following capacities:

Executive Officer* Ticker Symbol(s): _____
Director Ticker Symbol(s): _____
10% Shareholder Ticker Symbol(s): _____
5% Shareholder Ticker Symbol(s): _____

If not employed, state reason: _____

Personal Information For Additional Account Holder

Last Name First Name MI

Residence Address (Street Address - No P.O. Boxes Allowed)

City, State, Zip, Country

Address for account statements, if different from above

Street Address

City, State, Zip, Country

Social Security Number (if applicable) Number of Dependents

Date of Birth (MM/DD/YYYY) Marital Status

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Cell Phone

Email Address

Your Country of Citizenship

Drivers License #, Passport # or Alien Identification Card # (if applicable)

Employment Information and Affiliations

- ☐ Employed ☐ Self-Employed ☐ Not Employed
☐ Student ☐ Retired

Employer: _____

Position/Title: _____

Address of Employer (city, state and country): _____

Interest in a Public Company

Please check the appropriate box(es) below and indicate ticker symbol(s) if you, or any member of your immediate household, are associated with a public company, whether US or non-US, in one or more of the following capacities:

Executive Officer* Ticker Symbol(s): _____
Director Ticker Symbol(s): _____
10% Shareholder Ticker Symbol(s): _____
5% Shareholder Ticker Symbol(s): _____

If not employed, state reason: _____



Suitability and Account Holder

Annual Income from All Sources in U.S. Dollars:

- | | |
|---|--|
| <input type="checkbox"/> Below \$25,000 | <input type="checkbox"/> \$200,000 - \$499,999 |
| <input type="checkbox"/> \$25,000 - \$74,999 | <input type="checkbox"/> \$500,000 - \$999,999 |
| <input type="checkbox"/> \$75,000 - \$199,999 | <input type="checkbox"/> \$1,000,000+ |

Liquid Net Worth in U.S. Dollars: Exclude the value of your real estate and other illiquid assets:

- | | |
|--|--|
| <input type="checkbox"/> Below \$50,000 | <input type="checkbox"/> \$500,000 - \$999,999 |
| <input type="checkbox"/> \$50,000 - \$149,999 | <input type="checkbox"/> \$1,000,000 - \$4,999,999 |
| <input type="checkbox"/> \$150,000 - \$499,999 | <input type="checkbox"/> \$5,000,000+ |

Total Net Worth of All Assets in U.S. Dollars: Total assets minus total liabilities:

- | | |
|--|--|
| <input type="checkbox"/> Below \$50,000 | <input type="checkbox"/> \$500,000 - \$999,999 |
| <input type="checkbox"/> \$50,000 - \$149,999 | <input type="checkbox"/> \$1,000,000 - \$4,999,999 |
| <input type="checkbox"/> \$150,000 - \$499,999 | <input type="checkbox"/> \$5,000,000+ |

Liquidity Needs: The ability to quickly and easily convert to cash all or a portion of the investments in this account without experiencing significant loss in the value from, for example, the lack of a ready market, or incurring significant costs or penalties is:

- | | |
|---|---|
| <input type="checkbox"/> Very important | <input type="checkbox"/> Somewhat important |
| <input type="checkbox"/> Important | <input type="checkbox"/> Does not matter |

Are you an "Accredited Investor?" ☐ Yes ☐ No

Are you a "Qualified Client?" ☐ Yes ☐ No

Tax Rate:

Investment Experience

- ☐ None ☐ Limited ☐ Good ☐ Extensive

Investment Objectives*:

- ☐ Preservation of Capital ☐ Income
- ☐ Capital Appreciation ☐ Speculation

Time Horizon (Check one):

- ☐ Short-Term ☐ Intermediate ☐ Long-Term

Risk Tolerance (Check one):

- ☐ Conservative ☐ Moderate ☐ Aggressive ☐ Speculative

Are you in any direct or indirect ownership by any Politically Exposed Person ("PEP")? ☐ Yes ☐ No

Are you affiliated with or employed by a stock exchange or member firm of an exchange or FINRA, or a municipal securities broker-dealer? (if "yes," please attach a letter from your employer approving the establishment of your account when submitting this application) ☐ Yes ☐ No

Have you ever been the subject of a bankruptcy proceeding, receivership, or similar action? ☐ Yes ☐ No

Funding of Account

Initial Funding Amount: \$ _____

Please tell us how you are funding this account (check all that apply)

- | | | |
|--|---|--|
| <input type="checkbox"/> Income | <input type="checkbox"/> Gift | <input type="checkbox"/> Inheritance |
| <input type="checkbox"/> Pension or retirement savings | <input type="checkbox"/> Sale of business or property | <input type="checkbox"/> Social Security benefits |
| <input type="checkbox"/> Funds from another account | <input type="checkbox"/> Insurance payout | <input type="checkbox"/> Home equity line of credit/reverse mortgage |
| | | <input type="checkbox"/> Other: _____ |

Trusted Contact Person (Optional)

_____ Name	_____ Telephone
_____ Street Address	_____ E-mail Address
_____ City, State, Zip, Country	_____ Relationship to Account Holder
	_____ Date of Birth (must be over 18)

Web Site Access and Online Delivery Consent

- ☐ View account information through the use of electronic services (Recommended)
- ☐ Trade through the use of electronic services, to the extent available (For non-discretionary brokerage accounts only)
- I hereby authorize Curvature to e-mail to me (Check all that apply):***
- ☐ Trade confirmations**
- ☐ Monthly account statements**
- ☐ Prospectuses, proxy materials, annual reports, disclosure documents and other communications***



CASH ACCOUNT OPENING AGREEMENT

This Customer Account Agreement sets forth the respective rights and obligations of the Clearing Firm ("Curvature") and the customer(s) identified on the New Account Application ("I" or "me") in connection with Curvature Securities, LLC.

1. I agree as follows with respect to the Account, which I have established with Curvature for the purchase, sale or carrying of securities or contracts relating thereto and/or the borrowing of funds.

2. I am of legal age and no one except the signatories of the Account has any interest in the Account.

3. I agree that Curvature are the rightful owner of all Securities and other property purchased, held, and sold by me through Curvature. I have obtained and will provide Curvature with all necessary authorizations from third parties to open my Account and effect transactions in Securities and other property under this agreement. I authorize Curvature to purchase and sell Securities and other property for my Account in accordance with my oral, electronic, or written instructions. Curvature shall not be liable for acting on any false or erroneous oral or written instructions if the instructions reasonably appeared to Curvature to be genuine or accurate. Curvature shall be under no duty or obligation whatsoever to verify, confirm, inquire into, or otherwise assure that any instructions or orders given to Curvature by any authorized representative are my authorized acts. In the event of conflicting instructions, Curvature reserves the right to take no action with respect to such instructions until the dispute is resolved to the satisfaction of Curvature. I shall hold the Curvature harmless from any losses arising from Curvature's reliance on and action taken based on instructions from any authorized representative. If Curvature believes there is a dispute concerning the control or ownership of Securities and other property in my Account, Curvature may, but is not obligated to, take one or more of following actions, without any liability, until such dispute is resolved to Curvature's satisfaction:

(a) All transactions shall be subject to the constitution, by-laws, rules, regulations, customs, usages, rulings and interpretations of the exchanges, markets and clearing organizations where executed and settled and to all rules and regulations of the Financial Industry Regulatory Authority, Inc. ("FINRA"), Chicago Board Options Exchange ("CBOE"), Securities and Exchange Commission ("SEC"), other markets and regulatory organizations, and all applicable federal or state statutes, rules and regulations (collectively, "Governing Regulations"). If any Governing Regulations change, those changes shall be binding upon Curvature and me as if made a part of this agreement without any additional action on Curvature's or my part. If this agreement is incompatible with any current or future Governing Regulations, the affected provisions of this agreement shall be deemed modified or superseded, as the case may be, by the applicable provisions of such Governing Regulations, and all other provisions of this agreement and provisions so modified shall in all respects continue in full force and effect. Curvature's failure to comply with any such Governing Regulations shall not be a breach of this agreement or otherwise impose liability upon Curvature nor relieve me of any obligations hereunder. If I am subject to any Governing Regulation, Curvature shall have no duty to determine whether I am in compliance with any Governing Regulation. (b) When handling an order of 500 contracts or more on my behalf, Curvature may solicit other parties to execute against my order and may thereafter execute my order using the International Securities Exchange's, ISE Gemini Exchange's, or ISE Mercury Exchange's Solicited Order Mechanism. This functionality provides a single-price execution only, so that my entire order may receive a better price after being exposed to the Exchange's participants but will not receive partial price improvement. For further details on the operation of this Mechanism, please refer to International Securities Exchange, ISE Gemini, and ISE Mercury Rules 716(e), all which are available at <http://www.ise.com/options/regulatory-and-fees/rules-and-rule-changes>.

6. USE OF CUSTOMER FREE-CREDIT BALANCES. All free-credit balance funds (i.e., cash balances in my Account) are payable to me upon demand (subject to any open commitments in my Account) and, although properly accounted for on Curvature's books and records, are not segregated and may be used in the operation of Curvature's business, pursuant to SEC Rule 15c3-2. In the event I do not wish to have a free-credit balance in my Account, I may request Curvature to sweep such cash to a money market fund by contacting My Registered Representative.

7. authorize Curvature, from time to time, to contact any financial institution, credit agency and other references to verify my information, creditworthiness, and background, including financial information. Where Curvature refuses to open an account for me, denies my credit or takes other adverse action based on my credit report, I may request in writing from Curvature the name, address and telephone number of the credit agency which provided the information.

8. Reports of the execution of orders and statements of my account shall be conclusive if not objected to within five days and ten days, respectively, after transmittal to me by mail or otherwise.

9. At any time and from time to time Curvature may, at Curvature's discretion, without notice to me, apply and/or transfer any securities, commodities, contracts relating thereto, or any other property or equity therein, interchangeably between any of my accounts, whether individual or joint, and from any of my accounts to any account guaranteed by me.

10. In consideration of Curvature's sending any mail to me in care of a Post Office Box Address or a third party, I hereby agree that "all correspondence of any nature whatsoever" sent to me in such address will have the same force and effect as if it had been delivered to me personally. I have listed my permanent address on the New Account Application.

11. To help the government fight the funding of terrorism and money laundering, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. In order to open an account, I will provide information that will allow Curvature to identify me including, but not limited to, my name, address, date of birth, and my driver's license or other identifying documents.

12. This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows: a. All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the



arbitration forum in which a claim is filed. b. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited. c. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings. d. The arbitrators do not have to explain the reason(s) for their award. e. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry. f. 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. g. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement. I agree that any and all controversies that may arise between or among me, Univest Securities, and/ or Curvature, or any of their respective officers, directors, employees, agents, subsidiaries, or affiliates, including, but not limited to, those arising out of or relating to transactions contemplated hereby, the account established hereunder, any activity or claim related to the Account, or the construction, performance, or breach of this or any other agreement between or among us, whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this agreement shall be conducted before the New York Stock Exchange LLC ("NYSE") or NASD Dispute Resolution, Inc.

b. ("NASD DR"), and in accordance with its rules then in force. I may elect in the first instance whether arbitration shall be conducted before the NYSE or NASD DR, but if I fail to make such election, by registered letter or telegram addressed to Curvature at Curvature's main office, before the expiration of five days after receipt of a written request from Curvature to make such election, then Curvature may make such election. Judgment upon the award of arbitrators may be entered in any court, state or federal, having jurisdiction.

14. Investment Objective Definitions: Capital Preservation - a conservative investment strategy characterized by a desire to avoid risk of loss; Income- strategy focused on current income rather than capital appreciation; Growth - investing in stocks with strong earnings and/or revenue growth or potential; Speculation - taking larger risks, usually by frequent trading, with hope of higher than-average gain. All strategies involve various types and levels of risk, the most common of which are market, credit, inflation, business, and interest rate.

15. This agreement shall inure to the benefit of Curvature and Curvature's successors and assigns, shall be binding on the undersigned, his heirs, executors, administrators and assigns and shall be governed by the laws of the State of New York, without reference to its choice of law doctrine. I may not assign my rights or delegate my obligations under this agreement, in whole or in part, without Curvature's prior written consent. I understand that if any term of this agreement is found to be invalid or unenforceable, all other provisions will remain in force. This agreement may be amended upon written notice from Curvature. I agree that Curvature's failure to insist on strict compliance with this agreement is not considered a waiver of Curvature's rights under this agreement. At Curvature's discretion, Curvature may terminate this agreement at any time on notice to me. I understand, however, that I will continue to be responsible for any obligation incurred by me prior to termination.

16. I understand Curvature has the right to request a deposit or delivery of securities before executing a securities transaction. Curvature has the right to refuse to execute securities transactions for me at any time and for any reason. I understand and agree that securities I purchase will be paid in full by the settlement date. I understand that Curvature will have a general lien against my assets held by Curvature for the discharge of my obligations to Curvature. For any securities transactions not settled by the settlement date, Curvature shall have the right, with or without demand or notice to me, to sell securities purchased by public or private sale or purchase those securities with or without advertisement. I grant Curvature the right of set-off. I agree to satisfy, upon demand, any indebtedness to Curvature, including any interest, commission charges, and fees. I further agree to pay any loss, cost, and expense Curvature may incur, including reasonable attorney's fees, (i) to collect any amount I owe Curvature for failure to settle any securities transactions properly and for any other reason and (ii) to reimburse Curvature if Curvature become party to any action arising out of my securities transactions.

17. I understand that, because of circumstances beyond a broker-dealer's control, its customers' voting rights in securities they have recently purchased may be impaired or denied. For example, if the stock Curvature's customers have recently purchased has not yet been received from the seller(s), then the customers' votes might be disregarded or discounted until Curvature receive their shares.

18. Subject to Governing Regulations, I agree that Curvature, may record any telephone conversation between Curvature and myself. I agree that Curvature may erase such recordings in accordance with Curvature's customary document retention policies.



CUSTOMER MARGIN AND SHORT ACCOUNT AGREEMENT

1.Applicable Rules and Regulations. All transactions shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market and its clearing house, if any, upon which such transactions are executed, except as otherwise specifically provided in this Agreement.

2.Definitions. "Introducing broker" means any brokerage firm, which introduces securities transactions on behalf of the undersigned, which transactions are cleared through you, whether one or more. "Obligations" means all indebtedness, debit balances, liabilities or other obligations of any kind of the undersigned to you, whether now existing or hereafter arising. "Securities and other property" shall include, but shall not be limited to, money, securities, commodities or other property of every kind and nature and all contracts and options relating thereto, whether for present or future delivery. "You" or "your" refers to Apex Clearing Corporation "Undersigned" refers to the customer, or the party signing this agreement on behalf of the customer.

3.Security Interest. All securities and other property now or hereafter held, carried or maintained by you in or for any of the accounts of the undersigned, now or hereafter opened, including any accounts in which the undersigned may have an interest, shall be subject to a first and prior lien and security interest for the discharge of all of the obligations of the undersigned to you, and are to be held by you as security for the payment of the obligations of the undersigned to you, to the fullest extent allowed by law. You shall have the right to transfer securities and other property so held by you from or to any other of the accounts of the undersigned whenever you so determine.

4.Liquidation. In the event of the death of the undersigned, or in the event the margin in any account in which the undersigned has an interest shall in either your or the introducing broker's discretion become unsatisfactory to either you or the introducing broker, or be deemed insufficient by either you or the introducing broker, you are hereby authorized; (a) to sell any or all securities or other property which you may hold for the undersigned (either individually or jointly with others); (b) to buy any or all securities and other property which may be short in such accounts; and/or © to cancel any open orders and to close any or all outstanding contracts; all without demand for margin or additional margin, notice of sale or purchase, or other notice or advertisement, and that any prior demand or notice shall not be a waiver of your rights provided herein. You may likewise accept and rely upon instructions which you receive from the introducing broker to effect any of the aforementioned transactions (as noted in (a); (b); and (c). You shall have the discretion to determine which securities and other property are to be sold and which contracts are to be closed. Any such sales or purchases may be made at your discretion on any exchange, the over-the-counter market or any other market where such business is usually transacted, or at public auction or private sale, and you may be the purchaser for your own account.

5.Cancellation. You are authorized, in your discretion, should you for any reason whatsoever deem it necessary for your protection, without notice, to cancel any outstanding order, to close out the accounts of the undersigned, in whole or in part, or to close out any commitment made on behalf of the undersigned.

6.Payment of Indebtedness Upon Demand. The undersigned shall at all times be liable for the payment upon demand of any obligations owing from the undersigned to you, and the undersigned shall be liable to you for any deficiency remaining in any such accounts in the event of liquidation thereof (as contemplated in Paragraph 4 of this Agreement or otherwise), in whole or in part, by you or by the undersigned; and the undersigned shall make payment of such obligations upon demand.

7.Liability for Costs of Collection. The costs and expenses of collection of the debit balance and any unpaid deficiency in the accounts of the undersigned with you, including but not limited to reasonable attorneys' fees and expenses, incurred and payable or paid by you shall be payable to you by the undersigned.

8.Accounts Carried as Clearing Broker. The undersigned understands that you are carrying the accounts of the undersigned as clearing broker by arrangement with the undersigned's introducing broker through whose courtesy the account of the undersigned has been introduced to you. Until receipt from the undersigned of written notice to the contrary, you may accept from and rely upon the undersigned's introducing broker (a) orders for the purchase or sale of securities and other property, and (b) any other instructions concerning the undersigned's accounts. The undersigned represents that the undersigned understands that you act only to clear trades introduced by the undersigned's introducing broker and to effect other back office functions for the undersigned's introducing broker. The undersigned confirms to you that the undersigned is relying for any advice concerning the undersigned's accounts solely on the undersigned's introducing broker. The undersigned understands that all representatives, employees and other agents with whom the undersigned communicates concerning the undersigned's account are agents of the introducing broker and not your representatives, employees or other agents. The undersigned understands that you are not a principal of or partner with, and do not control in any way, the introducing broker or its representatives, employees or other agents. The undersigned understands that you will not review the undersigned's accounts and will have no responsibility for trades made in the undersigned's accounts. You shall not be responsible or liable for any acts or omissions of the introducing broker or its representatives, employees or other agents.

9.Communications. You may send communications to the undersigned at the address of the undersigned or at such other address as the undersigned may hereafter give you in writing, and all communications so sent, whether by mail, telegraph, messenger or otherwise, shall be deemed given to the undersigned personally, whether actually received or not. Reports of execution of orders and statements of accounts of the undersigned shall be conclusive if not objected to in writing to you, the former within five (5) days and the latter within ten (10) days, after forwarding by you to the undersigned by mail or otherwise.

10.The undersigned acknowledges that the undersigned's margin account securities may be borrowed by you or loaned to others. The undersigned also acknowledges receipt of a copy of this Agreement and a copy of the Margin Risk Disclosure Statement.



11. ARBITRATION AGREEMENT: THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS: a. ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORM IN WHICH A CLAIM IS FILED; b. ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED. c. THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS; d. THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE. e. THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY. f. 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 g. THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

THE FOLLOWING ARBITRATION AGREEMENT SHOULD BE READ IN CONJUNCTION WITH THE DISCLOSURES ABOVE. ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN THE CUSTOMER AND YOU, OR THE INTRODUCING BROKER, OR THE AGENTS, REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS OR CONTROL PERSONS OF YOU OR THE INTRODUCING BROKER, ARISING OUT OF, IN CONNECTION WITH, FROM OR WITH RESPECT TO (a) ANY PROVISIONS OF OR THE VALIDITY OF THIS AGREEMENT OR ANY RELATED AGREEMENTS, (b) THE RELATIONSHIP OF THE PARTIES HERETO, OR (c) ANY CONTROVERSY ARISING OUT OF YOUR BUSINESS, THE INTRODUCING BROKER'S BUSINESS OR THE CUSTOMER'S ACCOUNTS, SHALL BE CONDUCTED PURSUANT TO THE CODE OF ARBITRATION PROCEDURE OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY ("FINRA"). ARBITRATION MUST BE COMMENCED BY SERVICE OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE. THE DECISION AND AWARD OF THE ARBITRATOR(S) SHALL BE CONCLUSIVE AND BINDING UPON ALL PARTIES, AND ANY JUDGMENT UPON ANY AWARD RENDERED MAY BE ENTERED IN A COURT HAVING JURISDICTION THEREOF, AND NEITHER PARTY SHALL OPPOSE SUCH ENTRY.

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 de-certified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

12. Hypothecation. Within the limitations imposed by applicable laws, rules and regulations, all securities now or hereafter held by you, or carried by you in any account for the undersigned (either individually or jointly with others), or deposited to secure same, may from time to time, without any notice, be carried in your general loans and may be pledged, repledged, hypothecated or re-hypothecated, separately or in common with other securities for the sum due to you thereon or for a greater sum and without retaining in your possession or control for delivery a like amount of similar securities. The IRS requires Broker Dealers to treat dividend payments on loaned securities positions as in-lieu dividends for 1099 tax reporting purposes. Taxation of substitute dividend payments may be greater than ordinary on qualified dividends. It is understood, however, that you agree to deliver to the undersigned upon demand and upon payment of the full amount due thereon, all securities in such accounts, but without obligation to deliver the same certificates or securities deposited by the undersigned originally. Any securities in the undersigned's margin or short account may be borrowed by you, or lent to others.

13. Interest. Debit balances in all the accounts of the undersigned shall be charged with interest in accordance with your established custom, as disclosed to the undersigned in the Customer Information Brochure pursuant to the provisions of Rule 10b-16 of the Securities Exchange Act.

14. Margin. The undersigned agrees to maintain in all accounts with you such positions and margins as required by all applicable statutes, rules, regulations, procedures and custom, or as you deem necessary or advisable. The undersigned agrees to promptly satisfy all margin and maintenance calls.

15. Sales. The undersigned agrees to specifically designate any order to sell a security, which the undersigned does not own as a short sale, and understands that you will mark such order as a short sale. The undersigned agrees that any order which is not specifically designated as a short sale is a sale of securities owned by the undersigned, and that the undersigned will deliver the securities on or before settlement date, if not already in the account. If the undersigned should fail to make such delivery in the time required, you are authorized to borrow such securities as necessary to make delivery for the undersigned's sale, and the undersigned agrees to be responsible for any loss you may thereby sustain, or which you may sustain as a result of your inability to borrow such securities.

16. Representations. The undersigned represents that the undersigned is of majority age, that the undersigned is not an employee of any exchange, or of any corporation of which any exchange owns a majority of the capital stock, or of a member of any exchange, or of a member firm or a member corporation registered on any exchange or of a bank, trust company, insurance company or of any corporation, firm or individual engaged in the business dealing either as broker or as principal in securities, bills of exchange, acceptances or other forms of commercial paper. If the undersigned is a corporation, partnership, trust or other entity, the undersigned represents that its governing instruments permit this Agreement, that all applicable persons have authorized this Agreement and that the undersigned signatory is authorized to bind the undersigned. The undersigned represents that the undersigned shall comply with all applicable laws, rules and regulations in connection with the undersigned's account. The undersigned further represents that no one except the undersigned has an interest in the account or accounts of the undersigned with you.

17. Joint Account. If the undersigned shall consist of more than one person, the undersigned's obligations under this Agreement shall be joint and several. References to the "undersigned" shall include each of the undersigned. You may rely on transfer or other instructions from any one of the undersigned in a joint account, and such instructions shall be binding on each of the undersigned. You may deliver securities or



other property to, and send confirmations, notices, statements and communications of every kind, to any one of us, and such action shall be binding on each of us. Notwithstanding the foregoing, you are authorized in your discretion to require joint action by the joint tenants with respect to any matter concerning the joint account, including but not limited to the giving or cancellation of orders and the withdrawal or money, securities, futures or commodities.

18. Other Agreements. The undersigned agrees to be bound by the terms of your Customer Account Agreement. If the undersigned trades any options, the undersigned agrees to be bound by the terms of your Customer Option Agreement. The undersigned understands that copies of these agreements are available from you and, to the extent applicable, are incorporated by reference herein. The terms of these other agreements are in addition to the provisions of this Agreement and any other written agreements between you and the undersigned.

19. Data Not Guaranteed. The undersigned expressly agrees that any data or online reports is provided to the undersigned without warranties of any kind, express or implied, including but not limited to, the implied warranties of merchantability, fitness of a particular purpose or non-infringement. The undersigned acknowledges that the information contained in any reports provided by you is obtained from sources believed to be reliable but is not guaranteed as to its accuracy or completeness. Such information could include technical or other inaccuracies, errors or omissions. In no event shall you or any of your affiliates be liable to the undersigned or any third party for the accuracy, timeliness, or completeness of any information made available to the undersigned or for any decision made or taken by the undersigned in reliance upon such information. In no event shall you or your affiliated entities be liable for any special incidental, indirect or consequential damages whatsoever, including, without limitation, those resulting from loss of use, data or profits, whether or not advised of the possibility of damages, and on any theory of liability, arising out of or in connection with the use of any reports provided by you or with the delay or inability to use such reports.

20. Credit Check. You are authorized, in your discretion, should you for any reason deem it necessary for your protection to request and obtain a consumer credit report for the undersigned.

21. Miscellaneous If any provision of this Agreement is held to be unenforceable; it shall not affect any other provision of this Agreement. The headings of each section of this Agreement are descriptive only and do not modify or qualify any provision of this Agreement. This Agreement and its enforcement shall be governed by the laws of the state of Texas and shall cover individually and collectively all accounts which the undersigned has previously opened, now has open or may reopen with you, or any introducing broker, and any and all previous, current and future transactions in such accounts. Except as provided in this Agreement, no provision of this Agreement may be altered, modified or amended unless in writing signed by your authorized representative. This Agreement and all provisions shall inure to the benefit of your successors, whether by merger, consolidation or otherwise, your assigns, the undersigned's introducing broker, and all other persons specified in Paragraph 10. You shall not be liable for losses caused directly or indirectly by any events beyond your reasonable control, including without limitation, government restrictions, exchange or market rulings, suspension of trading or unusually heavy trading in securities, a general change in economic, political or financial conditions, war or strikes. You may transfer the accounts of the undersigned to your successors and assigns. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

BY SIGNING ABOVE AGREEMENTS, I (WE) ACKNOWLEDGE THE FOLLOWING: (1) THE CUSTOMER ACCOUNT AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE AND IN ACCORDANCE WITH THIS AGREEMENT I (WE) AGREE IN ADVANCE TO ARBITRATE ANY CONTROVERSIES WHICH MAY ARISE BETWEEN OR AMONG ME (US), MY BROKER, AND/OR CLEARING FIRM; (2) RECEIPT OF A COPY OF THE THIS CASH ACCOUNT OPENING AGREEMENT, AND CUSTOMER MARGIN AND SHORT ACCOUNT AGREEMENT; (3) THE INFORMATION PROVIDED ABOVE IS ACCURATE; (4) IF I DO NOT BORROW MONEY IN THE MARGIN ACCOUNT, I WILL NOT BE CHARGED INTEREST.

THOES ARE CONTRACTUAL AGREEMENT.

DO NOT SIGN BELOW UNTIL YOU HAVE READ THIS AGREEMENT CAREFULLY.

Print Your Name (Account Holder, Trustee, Custodian or Executor)

X

Your Signature

Date

Print Name of Additional Account Holder

X

Additional Account Holder Signature

Date

Please provide name and signature of any additional individual associated with this account (such as a joint owner, authorized individual, administrator, trustee, partner or participant).

For Registered Representative Use Only

Registered Representative Name and Number

X

Signature

Date

Office Manager / Principal Name

X

Signature

Date