

# Corporate Cash Management Account Agreement For Introduced Clearance Accounts

- Complete all applicable sections, **sign and return**. Keep a copy for your records.
- Type or print all information in blue/black ink, do not use correction fluid/tape.

Account Number(s)
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Introducing Broker: Institutional Cash Distributors, Ltd N/A  
Firm Name DTC ID#

## Account Profile

Account Registration:  Corporate  Partnership  LLC

(Complete applicable authority certificate & provide entire organization document.)

Account Title:
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Country where taxes are paid: \_\_\_\_\_ Income will be retained or:  Remit Income  
 State(Province)/ Country of Organization: \_\_\_\_\_ Tax Identification Number (If non U.S. provide Govt. ID #): \_\_\_\_\_  
 Business Telephone Number: \_\_\_\_\_ Ticker Symbol (If publicly traded): \_\_\_\_\_  
List Parent Ticker if Subsidiary/Affiliate.

Account Mailing Address: (if applicable: attach an addendum to list addresses to which duplicate statements should be sent)			
Company Name	Attention		
Street Address	City	State	Zip Code

Principal Place of Business for Account: (If different than mailing address or if P.O. Box provided above)

Street Address (no P.O. boxes) City State Zip Code

## Authorized Person(s) Information. Complete for each Authorized Person. (Attach additional page(s) as required.)

Name of Authorized Person(s)/Party (Include legal address if different than entity)	Title	Telephone	Fax	E-mail	Currently/formerly a Foreign Political Figure, an Immediate Family Member or a Known Close Associate? (If Yes, additional review may delay opening.)
Primary Contact:					<input type="radio"/> No <input type="radio"/> Yes
Additional Authorized Person(s):					<input type="radio"/> No <input type="radio"/> Yes
					<input type="radio"/> No <input type="radio"/> Yes
					<input type="radio"/> No <input type="radio"/> Yes
					<input type="radio"/> No <input type="radio"/> Yes
					<input type="radio"/> No <input type="radio"/> Yes

**Disbursement of Funds.** JP Morgan is authorized to disburse funds from your account to you exclusively per the following wire instructions upon the direction of your introducing broker:

Name of Bank	ABA Routing # / SWIFT
Address of Bank	
To the Account of	Account Number
FFC: A/C Name	FFC: A/C #
Additional Instructions (If applicable, i.e. U.S. Correspondent Bank detail for Offshore USD processing)	
Bank Contact Name	Bank Contact Telephone #

<b>SEC DISCLOSURE TO ISSUERS</b> (Initial below if you <b>do not</b> want your information disclosed to issuers)	085
<p>It is JP Morgan's policy to protect the confidentiality of customer information. However, the law requires JP Morgan, upon an issuer's request, to provide the names, addresses and securities positions of customers who are beneficial owners of the issuer's common stock and who have not objected to disclosure of such information. By initialing this section, you do not want information about you or your securities holdings disclosed to any issuers.</p> <p>_____ Authorized Person</p>	

<b>Request for Taxpayer Identification Number and Certification</b> (If Non-U.S.: these provisions do not apply, submit a Form W-8.)	073																																								
<b>Certification of Taxpayer ID Number of the first name, or minor's name for custodial accounts, appearing in Account Title on page 1 or, if different, specify below:</b>																																									
_____ (If different than specified above: Name of Person/Entity providing Tax Identification Number)																																									
<b>Check Appropriate Box:</b>																																									
<input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other, specify: _____ <input type="checkbox"/> Exempt Payee <input type="checkbox"/> Limited liability company. Enter the tax classification: (D=disregarded entity, C=corporation, P=partnership: _____)																																									
<b>Address:</b>																																									
_____ (Number, street, and apt. or suite no.)	_____ (City, state, and zip code)																																								
<b>PART 1: TAXPAYER IDENTIFICATION NUMBER ("TIN")</b>																																									
Enter your TIN in the appropriate box. For individuals, this is your social security number. For other entities, it is your employer identification number. <b>If you are a foreign person, please do not complete this form;</b> instead, please submit a Form W-8 (BEN, IMY, ECI or EXP) with this Agreement.																																									
Social Security # <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td></tr></table> - <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td></tr></table>																					or Employer ID # <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td></tr></table> - <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td><td style="width: 10px; height: 15px;"></td></tr></table> (For Entities)																				
<b>Part 2: CERTIFICATION</b>																																									
<b>UNDER PENALTIES OF PERJURY, I CERTIFY THAT:</b>																																									
1. THE NUMBER SHOWN ABOVE IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER; AND 2. I AM NOT SUBJECT TO BACKUP WITHHOLDING BECAUSE: (A) I AM EXEMPT FROM BACKUP WITHHOLDING, OR (B) I HAVE NOT BEEN NOTIFIED BY THE INTERNAL REVENUE SERVICE (IRS) THAT I AM SUBJECT TO BACKUP WITHHOLDING AS A RESULT OF A FAILURE TO REPORT ALL INTEREST AND DIVIDENDS, OR (C) THE IRS HAS NOTIFIED ME THAT I AM NO LONGER SUBJECT TO BACKUP WITHHOLDING; AND 3. I AM A U.S. CITIZEN OR OTHER U.S. PERSON (AS DEFINED IN THE INSTRUCTIONS ON IRS FORM W-9).																																									
<b>Certification Instructions:</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.																																									
(v. Oct.. 2007)02																																									

**THIS AGREEMENT WILL BECOME EFFECTIVE ONLY UPON ACCEPTANCE BY JP MORGAN, WHICH WILL BE EVIDENCED BY JP MORGAN'S OPENING OF AN ACCOUNT IN YOUR NAME.**

**BY SIGNING BELOW, YOU ACKNOWLEDGE THAT:**

1. YOU HAVE RECEIVED A COPY OF AND HAVE READ THE ATTACHED CORPORATE CASH MANAGEMENT ACCOUNT AGREEMENT FOR INTRODUCED CLEARANCE ACCOUNTS (THE "CLIENT AGREEMENT") AND AGREE TO ITS TERMS AND CONDITIONS;
2. THE CLIENT AGREEMENT CONTAINS AN ARBITRATION CLAUSE AT SECTION 21, PAGE 6 OF THE ATTACHED AGREEMENT; AND
3. THE IRS DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

Dated \_\_\_\_\_, 20\_\_\_\_  
Insert Date (Date is required)

X \_\_\_\_\_  
 Signature of person providing and certifying TIN

\_\_\_\_\_  
Typed or Printed Name (Title, if applicable)

X \_\_\_\_\_  
 Signature

\_\_\_\_\_  
Typed or Printed Name (Title, if applicable)

## Corporate Cash Management Account Agreement

This Corporate Cash Management Account Agreement for Introduced Clearance Accounts (this "Agreement") sets forth the terms and conditions on which Clearing Agent (as defined in Section 1 below) will open and maintain one or more accounts (each, an "Account" and collectively, "Accounts") in your name. It is the intention of the parties to use the Accounts only for the purchase and sale on a fully-paid-for basis of shares of money market funds and other similar types of instruments or securities.

The signature on page 1 of this Agreement confirms that you certify all information provided on page 1 and that you agree to all of the terms and conditions set forth in this Agreement. The meanings given to all terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

**1. PARTIES.** The parties to this Agreement shall consist of you, J.P. Morgan Clearing Corp. ("JPMCC") and its successor firms, present and future direct or indirect subsidiaries, affiliates and assigns with which you transact business or which provide services to you (each affiliate, including JPMCC, is referred to as a "Clearing Agent entity" and all Clearing Agent entities are referred to collectively as "JP Morgan" or "Clearing Agent"). Your brokerage firm ("Introducing Broker"), acting on your behalf, introduces your Accounts to Clearing Agent which, in turn, carries your Accounts and clears (i.e. processes) your transactions as your Introducing Broker directs. You hereby agree that your Introducing Broker and its employees are third-party beneficiaries of this Agreement, and that the terms and conditions hereof shall be applicable to all matters between or among any of you, your Introducing Broker, Clearing Agent and, in each case, any employees of the foregoing.

**2. ALLOCATION OF RESPONSIBILITIES TO YOUR INTRODUCING BROKER.** You hereby acknowledge receipt of the disclosure statement mailed by Clearing Agent pursuant to Rule 382 of the New York Stock Exchange, Inc. As disclosed in such statement, Clearing Agent is responsible for only certain specific functions related to processing your transactions and carrying your Accounts. Your Introducing Broker is solely and completely responsible for all other functions required of registered securities brokerage firms by Applicable Laws (as defined in Section 6), including, but not limited to, all investment advice and recommendations made to you for the purchase or sale of securities or otherwise. Your Introducing Broker is neither an affiliate nor an agent of Clearing Agent.

**3. AUTHORIZATION TO FOLLOW INSTRUCTIONS.** Your Introducing Broker is responsible for accepting from you and executing (or arranging for the execution of) orders for your Accounts to buy or sell securities, or to transfer or deliver funds or securities to you or third parties. Accordingly, unless a Clearing Agent entity receives from you prior written notice to the contrary, Clearing Agent may accept and process the following from your Introducing Broker, without any inquiry or investigation: (a) orders, which Clearing Agent has agreed to process or clear, for the purchase or sale of securities and other property in your Accounts or for the delivery of funds to you or third parties, and (b) any other instructions concerning your Accounts or the property therein. Clearing Agent also has the right, exercisable in its sole discretion, to refuse to accept orders, cancellations or any other instruction for your Accounts and to require you to furnish any additional documentation it deems necessary. You understand and agree that Clearing Agent shall have no responsibility or liability to you for any acts or omissions of your Introducing Broker, its officers, employees or agents.

### 4. SATISFACTION OF YOUR LIABILITIES; SECURITY INTEREST AND LIEN.

(a) You agree to satisfy each and every obligation or liability you owe to Clearing Agent (such obligations or liabilities, whether fixed, matured, unmatured, liquidated, unliquidated or contingent, "Obligations"), when due, including without limitation, to pay any debit balance in any Account and the obligations described in Section 12 and in the event of a sell or redemption order by you, to deliver the applicable security in good deliverable form no later than the deadline set by Clearing Agent, if the applicable security is not credited to an Account at the time such order is placed or settled.

(b) To secure the payment and performance of your Obligations to Clearing Agent, you hereby grant each Clearing Agent entity a lien on

and continuing security interest in the following, whether now owned or at any time hereafter acquired: (i) all property, including all investment property and general intangibles, held, carried or controlled by or through any Clearing Agent entity, including each account in your name with a Clearing Agent entity and all property in each such account and the security entitlements therein, (ii) any and all rights, claims or causes of action you may now or hereafter have against any Clearing Agent entity and (iii) all proceeds of or distributions on the foregoing (collectively, "Collateral"). Each item of property, including Investment Property, a Security, a general intangible, contract rights, an Instrument and cash, held or credited to any Securities Account at a Securities Intermediary, shall be treated as a Financial Asset. All undefined terms in the preceding sentence shall have the meanings ascribed to them in the New York Uniform Commercial Code ("NYUCC"), as in effect from time to time.

(c) Any Collateral held by a Clearing Agent entity is held by such Clearing Agent entity as agent and bailee for itself and all other Clearing Agent entities. Any Clearing Agent entity holding Collateral may, without your further consent, comply with (i) entitlement orders or instructions from another Clearing Agent entity with respect to the Collateral and (ii) if such Clearing Agent entity holding Collateral is a commodity broker, any instructions to such Clearing Agent entity from another Clearing Agent entity to apply any value distributed on account of a commodity contract. Additionally, each Clearing Agent entity holding Collateral has the right not to comply with (A) any entitlement order or instruction from you or a third party with respect to the Collateral and (B) any instruction from you to apply any value on account of any commodity contract, if a Clearing Agent entity requests that such order or instruction not be complied with in order to maintain security for the payment and performance of your Obligations to it. Further, each Clearing Agent entity is authorized at any time and without notice to you to transfer Collateral from any of your Accounts to any account of an obligor for which you have provided a guarantee within such Clearing Agent entity and/or at any other Clearing Agent entity to collateralize or satisfy any Obligations of such obligor. You agree that the actions of a Clearing Agent entity in not complying with orders or instructions as allowed in this Section 4(c) satisfy any duties Clearing Agent may have under the NYUCC.

(d) You agree that your execution of this Agreement shall constitute notice to each Clearing Agent entity of the security interest you have granted to each other Clearing Agent entity herein, and each Clearing Agent entity holding Collateral is on notice of the security interest granted to each other Clearing Agent entity.

(e) In order to secure the payment and performance of any of your outstanding Obligations, Clearing Agent may, to the fullest extent permitted by law, without prior notice to you, use, apply or transfer Collateral as it determines from one Clearing Agent entity to another Clearing Agent entity. Unless otherwise agreed in writing, Clearing Agent may register and hold Collateral in its name or the name of its designee.

(f) You appoint Clearing Agent with full power as your true and lawful attorney-in-fact, to the fullest extent permitted by law, for the purpose of perfecting the security interest granted in this Agreement, exercising its rights after default and taking any action and executing any instrument that Clearing Agent deems necessary or advisable to accomplish the purposes of this Agreement.

**5. RELEASE.** You agree to release and forever discharge Clearing Agent and its successors and assigns and its and their respective officers, directors, officers, agents and employees and (collectively, the "Released Parties") from all responsibilities, liabilities, obligations, claims, damages, losses and expenses of any nature whatsoever incurred or sustained by you in connection with an action taken or omitted to be taken by one or more of the Released Parties in reliance on any information or procedures set forth in this Agreement or any order or instruction from you, your Introducing Broker or any other person acting on your behalf.

**6. APPLICABLE LAWS, RULES AND REGULATIONS.** All transactions shall be subject to the applicable laws, rules and regulations of all federal, state and self-regulatory authorities including, but not limited to, the rules and regulations of the Board of Governors of the Federal Reserve System, U.S. Securities and Exchange

Commission ("SEC") no-action letters, and the constitution, rules and customs of the exchange or market (and clearing house) where such transactions are executed, including, where appropriate, securities laws in other jurisdictions where transactions for your account may be carried out (collectively, "Applicable Laws"). The Clearing Agent is committed to complying with U.S. statutory and regulatory requirements designed to combat money laundering and terrorist financing. The USA PATRIOT Act of 2001, as amended, and the rules and regulations promulgated thereunder, and equivalent legislation in other jurisdictions require that all financial institutions obtain certain identification documents or other information in compliance with their customer identification procedures. Until you provide the required information or documents, Clearing Agent may not be able to open or maintain an Account or effect any transaction for you.

**7. REPRESENTATIONS BY YOU.** You represent and covenant that (a) you have the right to pledge and assign Collateral to Clearing Agent; (b) Collateral is and shall at all times be free and clear of any liens, claims or encumbrances, except in favour of a Clearing Agent entity and (c) you shall not take any action or fail to take any action with respect to your Account(s) that would result in a non-exempt prohibited transaction under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the U.S. Internal Revenue Code (the "Code") or any applicable state, local or non-US law that is similar to the provisions of Section 406 of ERISA or Section 4975 of the Code.

**8. DEPOSITS ON TRANSACTIONS.** Your Introducing Broker or Clearing Agent may require you to deposit cash or other property, acceptable to your Introducing Broker or Clearing Agent, as the case may be, as Collateral, in your Account(s) to satisfy Obligations in such amounts as your Introducing Broker or Clearing Agent, as applicable, determines in its or their sole discretion and you agree to comply with any such request by no later than the deadline set by your Introducing Broker or Clearing Agent, as applicable.

**9. BREACH, BANKRUPTCY OR DEFAULT.**

(a) Each Clearing Agent entity may elect to consider you in default of any or all agreements you may then have with it if (i) you do not pay any Obligation by the time you are obligated to do so; (ii) you otherwise breach, repudiate or default under this Agreement or any other agreement you may have with any Clearing Agent entity; (iii) you commence a proceeding in bankruptcy or insolvency or one is commenced against you; (iv) any guarantor, co-signer or other party (a "Responsible Party") liable for or providing security for your Obligations to any Clearing Agent entity defaults on an obligation to Clearing Agent or commences a proceeding in bankruptcy or insolvency or one is commenced against it; (v) an attachment is made against your Accounts or a Responsible Party's account(s) with any Clearing Agent entity; (vi) a receiver is appointed with respect to you, any of your assets or the assets of a Responsible Party; (vii) if you are a natural person, you die or become incompetent, and if you are an entity, you merge, liquidate or dissolve; or (viii) an event, circumstance or condition occurs that, in Clearing Agent's judgment, materially impairs your creditworthiness, your ability to timely perform your obligations or your Obligations to Clearing Agent or otherwise causes Clearing Agent to view itself as insecure. The occurrence of any of the foregoing is referred to as an "Event of Default".

(b) Upon the election by Clearing Agent to consider you in default, each Clearing Agent entity shall have all of the rights and remedies of a secured party upon default under the NYUCC and other Applicable Laws, and may, without notice to you, among other things, (i) in whole or in part, accelerate, cancel, terminate, liquidate or otherwise close out this Agreement in accordance with the terms of this Agreement and (ii) foreclose, collect, sell or otherwise liquidate any Collateral a Clearing Agent entity selects in its sole discretion, in any order and at any time, and apply, in a manner determined by Clearing Agent in its sole discretion, the proceeds to satisfy any of your Obligations, (iii) retain any Collateral and (iv) set-off, net, and/or recoup a Clearing Agent entity's obligation to you against any of your Obligations to any Clearing Agent entity, and your Obligations to a Clearing Agent entity shall be deemed performed and discharged to the extent any Clearing Agent entity has effected a valid and unavoidable set-off, netting or recoupment, and you expressly waive any requirement of mutuality to allow one Clearing Agent entity to set off, net or recoup any Obligation owed by you to a Clearing Agent entity against any obligation of a different Clearing Agent entity to you and (v) calculate any obligation due to you by first deducting any Obligation that you owe to any Clearing Agent entity before determining the final amount of any such

obligation and (vi) in each Clearing Agent entity's discretion, convert at your expense any Obligation from one currency into another currency at such rates as the Clearing Agent shall determine and (vii) take any other action permitted by law or in equity to protect, preserve or enforce the Clearing Agent's rights or to reduce any risk to the Clearing Agent's of loss or delay, including entering into hedging transactions for your account and risk. At any sale of Collateral or other sale or purchase permitted hereunder or otherwise, Clearing Agent may sell or purchase to or from itself or third parties, and you hereby acknowledge and agree that the securities subject to such sale or purchase are instruments traded in a recognized market.

**10. CONFIRMATION REPORTS AND ACCOUNT STATEMENTS.**

Confirmation reports of transactions shall be conclusive and binding if not objected to by you or your Introducing Broker within the shorter of (a) the applicable settlement cycle of the subject transaction or (b) three business days after such documents have been transmitted or otherwise made available to you or your Introducing Broker. Statements of Account shall be conclusive if not objected to in writing by you or your Introducing Broker within (20) twenty business days after such documents have been transmitted or otherwise made available to you. In all cases, Clearing Agent and your Introducing Broker reserve the right to challenge your or your Introducing Broker's objections. In addition, you may from time to time receive portfolio performance reports and other reports from your Introducing Broker. You hereby agree and acknowledge that the official statement of the activity, positions and balances in your Accounts is set forth in the monthly account statements and confirmations provided to you by Clearing Agent.

**11. NATURE OF SERVICES.** Neither Clearing Agent nor its employees are authorized to provide, and shall not provide legal, tax, accounting or investment advice or services and you will not solicit or rely upon any such advice from them whether in connection with transactions in any of your Accounts or otherwise. You hereby agree and acknowledge that any such advice you may receive is provided by your Introducing Broker or other source independent of Clearing Agent. For the avoidance of doubt, while your Introducing Broker may provide you with investment research or market interpretations it has received from Clearing Agent or with access to Clearing Agent's web site containing such information, your Introducing Broker is solely responsible for your use of any such materials and any investment recommendations made therein.

**12. COLLECTION AND OTHER ACCOUNT RELATED COSTS.**

You hereby agree to pay, on demand, all reasonable costs, fees, expenses, liabilities and damages incurred by Clearing Agent or your Introducing Broker, as the case may be, including but not limited to, reasonable attorneys' fees and expenses (collectively, "Costs") in connection with (a) enforcing its rights hereunder, including without limitation, the reasonable costs and expenses of collection, (b) any investigation, litigation or proceeding involving your Account(s) or any property therein, (c) the use of or access to Electronic Service (as defined in Section 16 below) by you or any person authorized to act on your behalf or the failure by you or any person authorized to act on your behalf to comply with any terms, conditions or limitations applicable thereto, in each case by you or any other person authorized to act on your behalf, (d) any Event of Default or breach or failure by you to perform any term or provision of this Agreement, any other agreement between you and any Clearing Agent entity or any agreement governing your use of or access to any Electronic Service or (e) Clearing Agent or its agents acting in reliance upon your instructions or the instructions of your Introducing Broker or the instructions of any other person authorized to act of your behalf. In each case and whether or not demand has been made therefor, you hereby authorize Clearing Agent to charge your Account(s) for any and all such Costs.

**13. FREE CREDIT BALANCES.**

You hereby authorize Clearing Agent to use any free credit balance in any of your Accounts in accordance with all Applicable Laws and to pay interest thereon at such rate or rates and under such conditions as are established from time to time for such Accounts and for the amounts of cash so used. In accordance with Applicable Law, free credit balances are carried in customers' accounts pending, and with a view towards, reinvestment. Clearing Agent may determine not to pay interest on free credit balances, including, by way of example but not limited to, free credit balances representing either (a) uncollected funds (i.e., any deposited non-cash items (e.g., checks) for which the

Clearing Agent has not yet received credit), (b) funds that are deposited and subsequently withdrawn prior to the expiry of the minimum time period required by Clearing Agent or (iii) where prohibited by Applicable Law.

**14. NO OBLIGATION TO ACCEPT AN ORDER; RESTRICTIONS ON ACCOUNTS.** Clearing Agent or your Introducing Broker, in its or their sole discretion, may refuse to accept any order for execution, clearance or settlement and may restrict or prohibit trading of securities or other property in any of your Accounts. Notwithstanding any action taken by Introducing Broker or Clearing Agent in accordance with the preceding sentence, you shall nevertheless remain liable for all of your Obligations.

**15. CREDIT INFORMATION AND INVESTIGATION.** You authorize Clearing Agent and your Introducing Broker, in its or their sole discretion, to make or obtain reports concerning your credit standing and business conduct and such other reports as are otherwise required to enable Clearing Agent to comply with Applicable Laws. You may make a written request for a description of the nature and scope of the reports made or obtained by Clearing Agent and the same will be provided to you within a reasonable period of time unless otherwise prohibited by Applicable Laws. You further agree to provide Clearing Agent and/or your Introducing Broker, on request, such additional information or certifications as may be required by Clearing Agent or Applicable Laws.

**16. ON-LINE AND ELECTRONIC SYSTEMS.**

(a) The Clearing Agent or your Introducing Broker may from time to time directly or indirectly make available to you or your agents or provide or arrange access for you or your agents to various electronic systems and services and non-broker/dealer services (collectively, "Electronic Services"), including, without limitation: (i) any device, software, network or system used by you for the purpose of entering, facilitating or routing orders or trading ("Trading System"); (ii) any software, system, electronic functionality or service, including, without limitation, interactive devices, internet capability, functionality, site or service, hardware, device or communications facility ("Electronic Tools"); (iii) any research reports or materials, market data (including any valuations of securities or other investments), news, documents and other information, reports, analytics, calculators, data or content whether provided through Electronic Tools or otherwise ("Content"); (iv) any electronic access to view your holdings, values and transactions along with statements, confirmations, report or information relating to an Account or activity therein; and/or (v) any products or services not directly related to the Clearing Agent's or your Introducing Broker's business as a broker-dealer, including but not limited to the ability to participate in the Clearing Agent's or your Introducing Broker's purchasing programs. All or any part of the Electronic Services may be developed, licensed and/or provided by third-party licensors, vendors, subcontractors or other third-party sources (collectively "Sources"). The Clearing Agent, your Introducing Broker and/or any Source, at any time, with or without notice, may monitor, modify any aspect of, limit or terminate your use or access to any or all of the Electronic Services.

(b) In addition to the provisions herein, Electronic Services will also be subject to the terms of the Access Agreement, the JP Morgan Online Services Agreement and/or such other agreements that govern the use of Clearing Agent electronic information systems and/or a separate user agreement that governs its use and the rights and responsibilities of the Clearing Agent and you with respect to particular Electronic Services. In the event of a conflict between this Agreement and the Access Agreement, the JP Morgan Online Services Agreement and/or such other agreements that govern the use of Electronic Services, this Agreement will prevail.

(c) The Clearing Agent, your Introducing Broker and/or the Source(s) may provide you or your agents (each of the foregoing an "Authorized User") with identifiers and/or security devices or prescribe security procedures relating to use or access to some or all of the Electronic Services, which may include, but may not be limited to, any digital certificate(s), unique identifiers, user name(s) and/or password(s) under separate cover which may be required to access or use the Electronic Services (collectively, "User Code(s)"). You agree that (i) you will not, nor will you permit any other person to, remove, modify, exchange, disable, penetrate or otherwise defeat any such security procedures; (ii) you shall restrict access to the User Codes and to the Electronic Services to those persons who are duly authorized to have such

access on your behalf; (iii) you shall notify the Clearing Agent and your Introducing Broker or other applicable Source immediately in writing in the event that (A) the authority of any Authorized User has been or is about to be terminated (in which case you will promptly return to the Clearing Agent or your Introducing Broker, as applicable, any security device previously issued to such Authorized User); (B) any such User Code is lost, stolen or, the confidentiality of any such User Code issued to any Authorized User has been compromised in any way; or (C) you learn about a possible or actual unauthorized access to and/or use of the Electronic Services; (iv) you are responsible for all acts or omissions that occur under any User Code provided to an Authorized User; and (v) you are responsible for ensuring that all information contained in any request for a User Code is complete and correct.

(d) You will be responsible for all orders, instructions and transactions that are identified by any of the Electronic Services as coming from an Authorized User, and all consequences thereof, whether entered by authorized or unauthorized personnel or by any other person. Furthermore, you agree that any agreement, consent or assent communicated from such access to the Electronic Services under a User Code issued to one of the Authorized Users will be deemed to be duly signed in writing of yours sufficient to bind you thereto.

(e) The Clearing Agent may from time to time provide you or your agents with access to Electronic Tools and/or Content. The Clearing Agent obtains such Electronic Tools and/or Content from Sources the Clearing Agent believes to be reliable. The accuracy, completeness, timeliness or correct sequencing of the Electronic Tools and/or Content, however, cannot be guaranteed by either the Clearing Agent or any Source. You acknowledge and agree that neither the Clearing Agent nor the Sources will be liable for the accuracy, availability or usage of such Electronic Tools and/or Content and that neither the Clearing Agent nor the Sources will have any duty to verify, correct, complete or update any Electronic Tools and/or Content.

(f) Each Clearing Agent entity and its control persons, successors and assigns, officers, directors, employees and agents (collectively, "Clearing Agent persons") and the Sources hereby expressly disclaim any and all warranties, guaranties, conditions, covenants and representations relating to any Electronic Service, including, but not limited to, any relating to merchantability, quality, accuracy, fitness for a particular purpose, title, non-infringement, timeliness, currency, absence of viruses or damaging or disabling code, and any warranties or representation (i) that any Electronic Extra Service or access to any portion of it will be uninterrupted or error-free, or (ii) that any defects in such Electronic Services will be correctable or corrected. Notwithstanding anything herein to the contrary, no Clearing Agent person or Source will be liable for any loss, cost, claim or damage (including, but not limited to, direct, indirect or consequential damages or lost profits) arising out of or otherwise relating to any Electronic Services or the use or access to or unavailability of any of the same.

(g) Notwithstanding any tools or support the Clearing Agent and your Introducing Broker provides to you, you have sole responsibility for, and will ensure, your compliance with any and all Applicable Laws that may apply to (i) your use of any of the Electronic Services, and (ii) any transaction executed through, or order or instruction communicated using, any of the Electronic Services or otherwise.

**17. CAPACITY TO CONTRACT; LEGALLY BINDING.**

(a) If you are a natural person, you represent that you are of legal age to enter into contracts in the jurisdiction of your domicile and that, unless you have notified the Clearing Agent to the contrary, neither you nor any member of your immediate family is: (i) an employee or member of any exchange, (ii) an employee or member of the Financial Industry Regulatory Authority, Inc., (iii) an employee of any corporation or firm engaged in the business of dealing, as broker or principal, in securities, options or futures or (iv) an employee of any bank, trust company or insurance company. Persons signing on behalf of others should indicate the titles or capacities in which they are signing.

(b) If the undersigned is signing on behalf of others, the undersigned hereby represents that the person(s) or entity(ies) on whose behalf it is signing is/are authorized to enter into this Agreement and that the undersigned is duly authorized to sign this Agreement and make the representations herein in the name and on behalf of such other person(s) or entity(ies).

(c) You and Clearing Agent hereby agree that this Agreement shall extend to and be binding upon all of the parties hereto (whether now existing or hereafter added) and their respective successors and permitted assigns. You further agree that all purchases, sales, redemptions and other transactions shall be for your Accounts in accordance with your oral or written instructions given to your Introducing Broker. You hereby waive any and all defences that any instruction for your Account was not in writing as may be required by any applicable law, rule or regulation.

#### 18. A MENDMENT; TERMINATION.

(a) You agree that Clearing Agent may modify the terms of this Agreement at any time upon prior written notice to you. By continuing to accept services from Clearing Agent thereafter, you will have indicated your acceptance of any such modification. If you do not accept such modification, you must notify Clearing Agent in writing; your Accounts may then be terminated by Clearing Agent, after which you will remain liable to Clearing Agent for all Obligations. Otherwise, this Agreement may not be modified absent a written instrument signed by an authorized representative of each of you and Clearing Agent.

(b) You may close any of your Accounts at any time by giving instructions to your Introducing Broker or if you are unable to reach your Introducing Broker, by providing Clearing Agent written notice thereof; provided, that Clearing Agent receives all securities and you have satisfied all of your outstanding Obligations which you owe to any Clearing Agent entity for any reason whatsoever.

(c) Clearing Agent reserves the right to terminate this Agreement or any of your Accounts at any time for any reason.

(d) The provisions of this Agreement shall survive termination of this Agreement and/or closure of any or all of your Accounts insofar as they relate to Obligations, actions or failures to take action relating to, arising in or with respect to the period prior to termination of this Agreement or closure of the applicable Account. On termination of this Agreement or closure of any of your Accounts, it will be your responsibility to issue instructions in writing with regard to the assets held in the relevant Account. Unless and until Clearing Agent receives such instructions, it will be under no obligation to take any action with regard to your assets. You agree that you will be responsible for any transaction costs associated with your instructions, including commissions and related costs.

(e) Notwithstanding the provisions of Section 1 and Section 29, the parties to this Agreement may terminate or rescind or vary this Agreement in accordance with its terms or as otherwise agreed between them but in any case without need for the consent of the Introducing Broker or any of its employees.

#### 19. LOCATION OF DELIVERY OF SERVICES.

Clearing Agent shall perform the services to be provided by it under this Agreement in the United States of America or such other places where it is duly authorized to carry on business.

#### 20. GOVERNING LAW.

**(a) SECTIONS 4 AND 9 OF THIS AGREEMENT (THE "SECURITY PROVISIONS") AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THE SECURITY PROVISIONS, THE RELATIONSHIP OF THE PARTIES PURSUANT TO THE SECURITY PROVISIONS, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES WITH RESPECT TO THE SECURITY PROVISIONS WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLES.**

**(b) SUBJECT TO SECTION 20(a) ABOVE, THIS AGREEMENT AND THE PROVISIONS UNDER IT (OTHER THAN THE SECURITY PROVISIONS), INCLUDING WITHOUT LIMITATION (1) ANY CONTRACTUAL, PRE-CONTRACTUAL OR NON-CONTRACTUAL RIGHTS, OBLIGATIONS OR LIABILITIES ARISING IN ANY WAY OUT OF, IN RELATION TO OR IN CONNECTION WITH THIS AGREEMENT (OTHER THAN THE SECURITY PROVISIONS), AND (2) ANY ISSUE AS TO THE EXISTENCE, VALIDITY OR TERMINATION OF THIS AGREEMENT OR ANY RELATED OR CONNECTED AGREEMENT, WILL BE GOVERNED SOLELY BY, AND CONSTRUED SOLELY IN ACCORDANCE WITH, ENGLISH LAW.**

#### 21. RESOLUTION OF DISPUTES.

(a) **Jurisdiction of English courts:** Subject to Section 21(b) and without prejudice to Section 21(c) you and JP Morgan agree that the English courts have exclusive jurisdiction to settle any dispute, difference or other question arising in any way out of or in connection with this Agreement (including, without limitation, (1) any contractual, pre-contractual or non-contractual rights, obligations or liabilities arising in any way out of, in relation to or in connection with this Agreement, and (2) any issue as to the existence, validity or termination of this Agreement or any related or connected agreement) (a "**Dispute**"). You irrevocably submit to the jurisdiction of the English courts and agree that the English courts are the most appropriate and convenient courts to settle any Dispute and that you will not argue to the contrary.

(b) **Arbitration:** You and JP Morgan agree that, without prejudice to Section 21(c), any Dispute shall be referred to and finally resolved by arbitration in the event that JP Morgan and/or you give notice in writing to that effect before any proceedings are brought under Section 21(a) or, if such proceedings have been brought, before the date for filing a defence in those proceedings. If proceedings have already been brought under Section 21(a) when such notice is given, the party which has brought such proceedings will immediately discontinue the proceedings. Any arbitration under this Section 21(b) shall be under the Arbitration Rules (the "**LCIA Rules**") of the London Court of International Arbitration ("**LCIA**"), which are deemed to be incorporated by reference into this Section 21(b), save that (i) Article 29 of the LCIA Rules shall be disapplied and (ii) any requirement in the LCIA Rules to take account of the nationality of a person considered for appointment as an arbitrator shall be disapplied and a person shall be nominated or appointed as an arbitrator (including as Chairman) regardless of his nationality. The arbitral tribunal shall consist of three arbitrators. The seat of arbitration shall be London, England. The language of the arbitration shall be English. In this connection, you and JP Morgan waive any right of application to determine a preliminary point of law under Section 45 of the Arbitration Act 1996.

(c) **Proceedings outside England:** You recognise that you may be resident or incorporated and/or have assets outside the United Kingdom. You agree that, although you will not bring or continue any suit, action or proceeding against JP Morgan otherwise than in accordance with Section 21(a) and Section 21(b), JP Morgan may bring an action or proceeding relating to any Dispute in any court with jurisdiction and may bring concurrent actions or proceedings in more than one jurisdiction.

(d) **Service of process:** You agree that, without prejudice to any mode of service allowed under any relevant law, any document relating to any arbitration or court proceedings may be served on you by any of the methods of communication pursuant to which a notice or communication may be given under this Agreement. You further agree that JP Morgan may serve any documents required to be served on you in relation to any Dispute at any address in England where you or any company within the same group of companies of which you are a member have a place of business and that this will constitute effective service.

(e) **Indemnity:** Without prejudice to any other remedy, you will indemnify JP Morgan and any of its respective directors, officers, employees or representatives against any costs, loss, liability or expense whatsoever which may be suffered or incurred by JP Morgan and/or them directly or indirectly in connection with or as a result of any suit, action, proceeding or any step in any suit, action or proceeding taken by you and/or any person connected or associated with you otherwise than in accordance with this Section 21.

**22. WAIVER OF IMMUNITY.** You irrevocably and unconditionally waive, to the fullest extent permitted by any law, with respect to you and your revenues and assets (irrespective of their use or intended use), all sovereign or other immunities and privileges to which you or your revenues or assets might otherwise be entitled in the courts of any jurisdiction in any suit, action or proceeding relating to any Dispute (including, without limitation, immunity from (i) suit and legal process, (ii) jurisdiction of any court, (iii) relief by way of injunction or order for specific performance or recovery of property, (iv) attachment or seizure of your assets whether before or after judgment, and (v) execution or

enforcement of any judgment or award by any means). You consent to the grant of such relief in any form and irrevocably agree that you will not claim any such immunity or privilege in any suit, action or proceeding relating to any Dispute, and agree to ensure that no such claim is made on your behalf.

**23. SEVERABILITY.** If and to the extent any term or provision herein is or should become invalid or unenforceable, then (a) the remaining terms and provisions hereof shall be unimpaired and remain in full force and effect and (b) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.

**24. EXTRAORDINARY EVENTS; LIMITATION OF LIABILITY.**

(a) No Clearing Agent entity shall be liable for losses caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, terrorism, strikes or other conditions or events beyond its control.

(b) To the extent permitted by Applicable Law, you agree that no Clearing Agent entity shall have any liability for any consequential, incidental, indirect or any similar damages or lost profits and you hereby irrevocably and unconditionally waive any right you may have to claim or recover any such damages even if Clearing Agent has been informed of the possibility or likelihood of such damages.

**25. HEADINGS.** The headings of the provisions hereof are for ease of reference only and shall not affect the interpretation or application of this Agreement or in any way modify or qualify any of the rights or obligations provided for hereunder.

**26. TELEPHONE AND ELECTRONIC COMMUNICATIONS.** You hereby authorize Clearing Agent to monitor and/or record any or all telephone and/or electronic communications between you and Clearing Agent or any of Clearing Agent's employees or agents. You agree that such recordings may be used in connection with a dispute between the

parties. You acknowledge that Clearing Agent may not make or may not keep such recordings and that such determination shall not in any way affect any party's rights.

**27. CUMULATIVE RIGHTS; ENTIRE AGREEMENT.** Your rights and the rights of each Clearing Agent entity set forth in this Agreement and in each other agreement you may have with any Clearing Agent entity are cumulative and in addition to any other rights and remedies that you or any Clearing Agent entity may have under Applicable Law or otherwise and shall supersede any limitation on or any requirement for the exercise of such rights and remedies that is inconsistent with the terms of this or any other such agreement. The provisions of this Agreement shall supersede any inconsistent provisions of any other agreement entered into between you and any Clearing Agent entity unless such other agreement expressly states that the terms thereof shall supersede this Agreement. You agree that you will take such action as is necessary to cooperate with Clearing Agent with respect to Collateral and delivery and perfection thereof. Except as set forth above, this Agreement represents the entire agreement and understanding between you and Clearing Agent concerning the subject matter hereof.

**28. PRIVACY.** You hereby acknowledge receipt of Clearing Agent's Privacy Policy. In accordance with the Privacy Policy, Clearing Agent will use the information you provide, among other things, to open and service your Accounts, to communicate with you when necessary, to provide you with information about additional products and services, and to provide your Introducing Broker and its respective designees with information. Clearing Agent may disclose information about you and your Accounts to certain other third parties including, without limitation, third parties providing trade order, portfolio management, billing or performance reporting systems.

**29. RIGHTS OF THIRD PARTIES.** Save as provided in Section 1, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.