

smithbarney.com

Client Services and Online Trading Agreement

MorganStanley
SmithBarney

This Internet-based service can provide you with a 24-hour connection to smithbarney.com and our Online Order Entry System using a personal computer and Internet connection.

Account Information

Please provide the following information for your main account.

Account Name	Account Number	Security Code Word (e.g., mother's maiden name)
Tax Identification Number or Owner's Social Security Number (as applicable)		

For security reasons, smithbarney.com allows a user name to view only those account(s) that are currently mailed in the same statement envelope ("Statement Consolidation").

- ☐ Check here and complete the information below (Statement Consolidation Client Consent) to link accounts into the same Statement Consolidation group for online viewing and statement mailing purposes.

Trading Authorization

You will only be able to trade in an account where you are named as an account owner. In order for you to trade in an account where you are not named as an account owner, it will be necessary for the named account owner(s) to execute a Limited Discretionary Authorization (FOR 5121) in your favor.

If more than one owner is named on your domestic account (e.g., as on a joint account with a US address of record), each owner wishing to trade online must be Issued an individual user name and password to access and trade in the account(s). Each owner of an international account (e.g., a non-US address of record) [or owners of accounts that are part of an International Statement Consolidation] must be issued an individual "Electronic Client ID" to access and trade the account(s). Please list each account that will have Online Trading privileges including the account specified above. **Each person whose account number and Social Security number (if applicable) appear below must sign this form as directed below.**

Account Number	Social Security Number	Social Security Number	☐ Discretion Granted (FOR 5121)*
Account Number	Social Security Number	Social Security Number	☐ Discretion Granted (FOR 5121)*
Account Number	Social Security Number	Social Security Number	☐ Discretion Granted (FOR 5121)*
Account Number	Social Security Number	Social Security Number	☐ Discretion Granted (FOR 5121)*
Account Number	Social Security Number	Social Security Number	☐ Discretion Granted (FOR 5121)*

*Attach form 5121 if not already on file.



Statement Consolidation Client Consent

To view multiple accounts on smithbarney.com, the accounts must be consolidated. This means that your client statements are mailed to you in one envelope. **Your Statement Consolidation consent provides viewing privileges only, and not trading authorization.**

To add accounts to a Statement Consolidation group now, please complete the information below. These accounts will be linked to the client account number entered in the Account Information section on this Application, and will be consolidated both for smithbarney.com viewing purposes and for statement mailings. Please note that the account owner's signature is required below and that both co-owners' signatures are required for joint accounts.

Account Number 	Account Owner/Authorized Representative's Name	Account Owner/Authorized Representative's	Date
	Joint Account Owner's Name	Joint Account Owner's Signature	Date
Account Number 	Account Owner/Authorized Representative's Name	Account Owner/Authorized Representative's	Date
	Joint Account Owner's Name	Joint Account Owner's Signature	Date
Account Number 	Account Owner/Authorized Representative's Name	Account Owner/Authorized Representative's	Date
	Joint Account Owner's Name	Joint Account Owner's Signature	Date

Acknowledgment and Authorization

In order to use smithbarney.com and the Online Order Entry System ("System") you must consent to the terms and conditions of our Client Services and Online Trading Agreement Form No. 5628. ("Agreement"). The Agreement is available in hard copy form (by downloading it to your computer or by requesting it from your Financial Advisor) or online. The consent process involves completing this Acknowledgement and Authorization form, signing your name below, and returning this form to your Financial Advisor. If you access the Agreement online, you will also be required to check a box indicating that you accept the Terms and Conditions of the Agreement.

By executing this agreement, I agree, as a Subscriber ("Subscriber") for Market Data from NASDAQ, New York Stock Exchange ("NYSE") and the Options Price Reporting Authority ("OPRA"): (a) that I have read, and agree to be bound by, the NASDAQ Subscriber Agreement, NYSE's Agreement For Market Data Display Services - Usage-Based Services/Nonprofessional Subscriber Status (the "NYSE Agreement"), and OPRA's Nonprofessional Subscriber Application And Agreement (the "OPRA Agreement"), copies of which appear herein below; (b) that vendor is not an agent of NASDAQ, NYSE or OPRA and is not authorized to add to or delete from the NASDAQ Subscriber Agreement, NYSE Agreement or OPRA Agreement and is not authorized to modify any provision of the NASDAQ Subscriber Agreement, NYSE Agreement or OPRA Agreement; and (c) that no provision has been added to or deleted from the NASDAQ Agreement, NYSE Agreement or OPRA Agreement and that no modifications have been made to them. Both Subscriber and the person executing on behalf of Subscriber warrant that Subscriber is legally able to undertake the obligations set forth in, and the signatory is duly authorized to bind Subscriber to, the NASDAQ Subscriber Agreement, NYSE Agreement and OPRA Agreement.

By signing the Form, you consent to the terms and conditions of the Agreement and also acknowledge that you have had (or will have if you obtain the Agreement online, an opportunity to read, review and ask questions about the Agreement. You also understand that the Agreement will be continuously available for your review by clicking on Terms and Conditions on any page on the smithbarney.com Web site and you acknowledge that you currently have a copy of this Agreement which contains a pre-dispute arbitration clause on pages 5-6 at paragraph 23.

Owner/Authorized Party's Signature	Date	Print Name	Social Security Number
Signature (Required if Joint Account)	Date	Print Name	Social Security Number
Signature (Required if Joint Account)	Date	Print Name	Social Security Number
Signature (Required if Joint Account)	Date	Print Name	Social Security Number

For New Accounts	smithbarney.com without additional consolidation	CPI 5628 (Application Front)
Department Use Only	smithbarney.com with additional consolidation	CPI 5628 (Application Front) <i>and</i> CPI 5109 (for each account listed requiring consolidation)

Morgan Stanley Smith Barney LLC. Member SIPC. Accounts carried by Citigroup Global Markets Inc. Member SIPC.

SMITHBARNEY.COM CLIENT SERVICE AND ONLINE TRADING AGREEMENT

1) *DESCRIPTION OF OUR SERVICES AND THE ONLINE TRADING SYSTEM*

a) Morgan Stanley Smith Barney LLC ("MSSB") and Citigroup Global Markets Inc. ("CGMI") and applicable affiliates ("SB," "we," "us," "our"), through smithbarney.com, shall arrange for you to have electronic access to, and to download to your computer or other electronic device (collectively, "Computer"), the Services, including but not limited to the provision of information ("Information") through the Site by means of an unaffiliated Internet service provider (the "Internet Service Provider"). The Services and Information may include online account status, access to securities quotations, and electronic access to our research commentaries and to news stories and other Information, as well as the ability to communicate electronically through the e-mail function on the Site ("Site E-mail"). You may enroll by submitting a paper application to your Financial Advisor, in which case you will receive information that describes the Services and Trading System and explains how to activate your account[s] or you may enroll online, in which case you will receive online instructions for activating your account(s). We may cancel or change the Services or level of Services or activation instructions at any time by written or online notice or Site E-mail. By activating your account[s], and using the Services and/or the Trading System, or signing the Form (or providing Online Consent if permitted by us) you will evidence your acceptance of this Agreement and your agreement to comply with all rules or restrictions posted on the Site or contained in your online access guide.

b) If we accept your request on the Authorization Form for online order entry capability, you may enter orders to purchase and sell certain securities through the Trading System. Such securities may be purchased or sold during regular daytime trading hours on a national securities exchange (e.g., the New York Stock Exchange) or the NASDAQ over-the-counter market ("Established Trading Markets") or through one or more electronic communication networks ("ECNs") made available to you by us after the close of trading on the Established Trading Markets ("Extended-Hours Trading"). You understand and agree that we may decline to permit you to use the Trading System for either or both types of trading at any time and for any reason.

2) *ACCOUNTS THAT ARE INELIGIBLE TO USE THE TRADING SYSTEM*

You may have certain types of securities accounts, including without limitation accounts with assets managed by an investment advisor on a discretionary basis, for which you may not use the Trading System. Your Financial Advisor will identify each type of ineligible securities account at your request.

3) *THE SERVICES AND TRADING SYSTEM MAY NOT BE AVAILABLE TO CERTAIN PERSONS OR AT CERTAIN TIMES*

a) We are not required to make available or to continue to make available the Information, Services and Trading System to residents of any non-U.S. jurisdiction where we determine, in its sole judgment, that furnishing them to such persons might be unlawful under the laws of such non-U.S. jurisdiction or the laws of the U.S., or compliance with either of such laws is impractical or commercially unreasonable.

b) You acknowledge that the Services and/or the Trading System may not be continuously available. If you wish to purchase or sell a security through the Trading System and the Trading System is unavailable, you agree to promptly contact your Financial Advisor or other person[s] designated by us.

c) You acknowledge that the availability of Extended-Hours Trading on any ECN made available to you through the Trading System may be restricted to certain business days and to certain time periods during such business days at the discretion of us.

4) *HARDWARE AND SOFTWARE NECESSARY TO ACCESS THE SITE*

You agree to be solely responsible for the installation, operation and maintenance of the equipment ("Hardware") and software ("Software") necessary to access the Site. You also agree to use the level of encryption security required by us.

5) *USER CODES NECESSARY TO USE THE SERVICES AND TRADING SYSTEM AND YOUR RESPONSIBILITY FOR USER CODE CONFIDENTIALITY*

a) If on the date you sign the Form, you do not already subscribe either for the Services or the Trading System, we will provide you with a temporary user name and, under separate cover, a temporary password, which you will be required to use the first time you access the Site and use the Services and/or the Trading System. After you receive your temporary user name and password, you agree to promptly convert them to a permanent user name and password. (If you activate your account(s) and consent to this Agreement by means of Online Consent, you will not receive a temporary user name or password.) You understand that you will be unable to use the Services or the Trading System without a permanent user name and password. If on the date you sign the Form (or give Online Consent if permitted by us), you subscribe only for the Service

and wish to begin using the Online Trading System, you may continue to use the user name previously selected by you, but in order to utilize the Trading System you must complete the smithbarney.com Client Services and Online Trading Agreement (Form 5628) and be enabled by your Financial Advisor for the Trading System. International clients will also be assigned a unique electronic client identifier ("Client ID") to utilize the Trading System. All user names and passwords (but not "Client ID") will be designated collectively as "User Codes" for the remainder of this Agreement.

b) Clients with accounts domiciled in the United States ("Domestic Accounts"):

You agree to be responsible for the confidentiality of your User Codes and not to provide them to any third party. You understand and agree that your User Codes may be used only by you and may not be disclosed or provided by you to any other person, including any other person who is named as an owner of your account[s]. Owners of domestic accounts or persons to whom such owner has given discretionary trading authority may also create a username to access their account(s) and all consolidated accounts by completing form 5582 or activating online and consenting to the terms and conditions of this agreement by means of Online Consent.

c) International Clients:

You agree to be responsible for the confidentiality of your User Codes and not to provide them to any third party, provided that such User Codes (except the Client ID) may be provided to any person designated by you in writing and accepted by us solely for the purpose of permitting such person to gain electronic access to any information concerning your account[s] for any purpose other than effecting securities transactions through the Trading System. You understand and agree that your Client ID may be used only by you and may not be disclosed or provided by you to any other person, including any other person who is named as an owner of your account[s]. (Any other owner of your account may receive a separate Client ID from us at such owner's request, or upon the request of any person to whom such owner has given discretionary trading authority.)

d) You agree to be responsible for all statements made and acts or omissions that occur if and while your User Codes are being used by you and/or other persons. We are not responsible for any breach of security caused by your failure and/or the failure of other persons to maintain the confidentiality of your User Codes, including your Client ID. You agree to be solely responsible for all orders entered through the Trading System using your User Codes. You agree to notify us immediately in the event of loss or theft of any or all of your User Codes, or if you believe the confidentiality of any or all of your User Codes has been compromised in any way, or in the event you learn about a possible or actual unauthorized use of the Services or the Trading System. You agree that we will not be liable for any claims or losses incurred if you fail to notify us of the occurrence of any of these events. In the event your User Codes are lost or stolen, you agree to obtain promptly temporary User Codes from us and to convert them promptly to permanent User Codes. You understand that we reserve the right to revoke any or all of your User Codes at any time and for any reason without prior notice.

6) *USER CODES FOR CONSOLIDATED ACCOUNTS*

If you have designated on the Form that accounts owned by persons other than you may be consolidated with account[s] that you own, and such other persons have agreed to such consolidation, you may assign a sub-user identification ("Sub-User ID") through the Site for each person whose account has been consolidated with your account[s]. The Sub-User ID may be used by such persons to gain access to any information concerning a consolidated account[s], but in no event may the Sub-User ID be used by such persons for the purpose of effecting securities transactions through the Trading System. All restrictions applicable to User Codes described in Paragraph 5(a, b, and c) of this Agreement also apply to Sub-Users. Creation of Sub-User IDs does not replace the capability of each owner of a domestic account or persons with discretionary trading authority from also creating a username to access their account(s) as described in Paragraph 5(b).

7) *YOUR COMMUNICATIONS MAY BE RECORDED ELECTRONICALLY*

In connection with your use of the Services and the Trading System, you acknowledge and consent to the taping or any form of electronic recording of any communication, electronic or verbal, between you and us or its representatives or agents to the extent permitted by law. You acknowledge and consent to the recording, retention, monitoring and use by us (and its employees, representatives, affiliates and agents) of all instructions you give to us, all Site E-mail and non-Site E-mail messages you send to us or receive from us, and all information and data that you input or provide during your use of the Services or the Trading System, including without limitation, all selections and uses of calculators and other tools included therein. The foregoing

information may be used by us pursuant to the confidentiality provisions set forth in Paragraph 15 of this Agreement.

8) STANDARDS FOR COMMUNICATING ELECTRONICALLY

a) You agree not to use Site E-mail or non-Site E-mail for the following purposes: (i) placing orders to purchase or sell a security or to transfer funds, (ii) using Site E-mail to transmit personal credit information (including credit card numbers), or (iii) give instructions to change or confirm your User Codes. We will not be required to act upon any such types of instructions and will not be liable for any losses resulting from the failure to so act.

b) You agree to use a designated facility for specific service requests to your branch by Site E-mail (including but not limited to notice of change of address or any other time-sensitive instructions). We make no guarantee of fulfillment of requests sent by Site E-mail and will not be liable from any losses resulting from failure to act.

c) You agree to provide us with your non-Site E-mail address (and any changes to such address) so that we may if necessary communicate with you electronically. There can be no certainty that any Site E-mail or non-Site E-mail will be transmitted to you in a timely manner.

9) THE FIRM OR OTHER PARTIES HAVE PROPERTY RIGHTS IN THE SITE, INFORMATION, THE SERVICES AND THE TRADING SYSTEM

a) The Services, any Information provided through the Services, and the Trading System are being provided by us only for your personal, non-commercial use. You may download the Information to the Computer and print out a hard copy for your personal reference, provided that you agree not to remove any copyright or other notices contained therein. You agree that any ideas, concepts, comments, suggestions, techniques or know-how (collectively, "Submissions") you submit to us about the Site or the Trading System is the exclusive property of us. You also agree that we may use such Submissions for its own commercial benefit without being required to compensate you, and you hereby irrevocably transfer and assign to us any copyright or other rights you may have in the Submissions.

b) The Services, the Trading System and the Information are the property of us or other persons or entities that allow us to distribute their information or data ("Information Providers"), or that own or sponsor an ECN in which Extended-Hours Trading is available through the Trading System (each, an "ECN Sponsor"), and are protected by applicable copyright, patent, trademark or other intellectual property laws. Except as expressly authorized herein, you may not reproduce, transmit, sell, display, distribute, publish, broadcast, circulate, modify, disseminate, or commercially exploit such Information or any of the Services provided in any manner (including electronic, print or other media now known or hereafter developed) or the Trading System without the written consent of us. You also agree not to use the Information, Services or the Trading System for any unlawful purpose, and you shall comply with any request of us or any of the Information Providers or ECN Sponsors to protect their respective rights in the Information, the Services or the Trading System.

10) INFORMATION ON THE SITE IS SUBJECT TO CHANGE

The accuracy, completeness, sequencing or timeliness of Information is not guaranteed by us or any Information Provider and is subject to change. Dated Information or other dated material contained on the Site reflects the authors' analysis as of the published date. Neither us nor any Information Provider is under an obligation to update the Information or other material or to reflect circumstances that may occur after the earlier of the date first appearing on the Site or the date contained in the Information or other materials.

11) LINKING FROM THE SITE TO OTHER WEB-SITES

In the event you use the Services or the links included on the Site to gain access to another site or Internet location or source of information of any company, organization or person other than us, you acknowledge that such other sites or locations are not under the control of us and agree that we shall not be responsible for any information or other links found at any such site or Internet location or source of information, or for your use of such information. We provide such links only as a convenience to you, and has not tested any software or verified any information found at such sites, including the content of any prospectus or sales literature contained on such sites (except with respect to a prospectus or sales literature). The fact that we have provided a link to another site does not signify an endorsement of the site or its contents by us or constitute a recommendation by us of any security referenced on the site.

12) THE SITE MAY NOT BE USED FOR CERTAIN PURPOSES

a) Transmission or use of any material in violation of this Agreement, or any applicable law, rule or regulation (whether of the United States or other countries), or the rights of any third party, is prohibited. This includes, but is not limited to, copyrighted material, material that is defamatory, threatening or obscene, material protected by trademark, trade secret, or patent laws, or material that results in an invasion of privacy.

b) We do not provide tax or legal advice as part of the Services or Trading System, and you agree to consult with your tax and legal advisers if you wish to receive such advice.

13) NO WARRANTIES OR PROMISES TO YOU REGARDING THE FOLLOWING:

a) Completeness, Accuracy and Timeliness of Information: we do not guarantee the accuracy, completeness, sequence or timeliness of the Information, nor will it have any responsibility for indirect, consequential, or special damages you may incur (i) for any reliance by you on Information or for the reliability, accuracy, completeness, sequence or timeliness thereof, (ii) for any delays or errors in the transmission or delivery of any part of the Information or Services, (iii) for any delays or errors in orders entered through the Trading System, or (iv) for any use of Site E-mail or non-Site E-mail.

b) Timeliness of Price Quotations on the Site: If you use the Services but not the Trading System, any quotations or prices provided as part of the Services may be delayed and may not reflect the prices at which the applicable securities may be bought or sold. You should not make any decisions to buy or sell securities based on such quotations or prices. Quotations displayed on an ECN are not binding and may be changed before your order is accepted or matched with other orders on the ECN.

c) Continuation of the Services and the Trading System: we do not guarantee that it will continue to make the Information, the Services or the Trading System available to you, whether by the same methods currently used or otherwise. You agree not to hold us liable for any damages arising from a discontinuation or modification of all or part of the Services, the Information or the Trading System.

d) Computer Viruses: We shall not be liable for any harm caused by the transmission through the Services, the Trading System or Information, of a computer virus, or other computer code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable, disrupt, or otherwise impede in any manner the operation of the Services or the Trading System or any of your Software, Hardware, data or property.

e) Information and Software of Third Parties: We make no representation and assume no liability regarding the quality, accuracy, or suitability of any information or software found on any other site not under our control, or software or hardware developed by any third party that we distribute to you.

14) LIMITATIONS ON THE LIABILITY OF SMITH BARNEY AND THIRD PARTY PROVIDERS

a) Except as expressly set forth in this Agreement, we and our agents, as well as the Information Providers, hereby expressly disclaim all implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, and error-free and uninterrupted services and disclaim any liability predicated upon such warranties. We and the Information Providers do not guaranty or make any representations or warranties or assume any liability to you regarding (i) the use or the results of the use of the Services, the Information or the Trading System, including without limitation any financial results based on use of the Services, the Trading System or Information or any delay or loss of use of the Services or Trading System, or (ii) effects on or damages to Software and Hardware in connection with any use of the Site, Services or the Trading System.

b) We and our affiliates and agents, as well as the Information Providers, shall not be liable for any losses or damages incurred by you or by any person to whom a Sub-User ID has been assigned, or by any of your agents, related in any way to your use (or their use) of the Services, Information or the Trading System, and in any case our liability to you shall not exceed the fees and commissions you pay to utilize them. Except as otherwise provided by law, we will have no liability for losses caused by the negligence, actions or failure to act of the Internet Service Provider or any Information Provider or ECN Sponsor, and to the extent permitted by law, we will not be liable to you for any indirect, special, incidental or consequential damages (regardless of whether such damages were reasonably foreseeable), or for any loss that results from a cause over which we or any other such entity does not have control, including but not limited to failure of electronic or mechanical equipment, unauthorized access, strikes, failures of common carrier or utility systems, severe weather, or other causes commonly known as "acts of god", whether or not such cause was reasonably foreseeable.

15) CONFIDENTIALITY OF PERSONAL INFORMATION

We will use reasonable precautions to maintain the confidentiality of Information you receive and material and/or data ("Data") you provide, create, input or develop in connection with your use of the Services and/or the Trading System. Nonetheless, because such Data you send or Information you receive are provided through the Internet, you hereby acknowledge and agree that there can be no assurance that such transmissions, or any communication through either Site E-mail or any non-Site E-mail, will continue to be confidential. We may also permit information about your account[s] to be disclosed under the circumstances described in this Agreement. In addition, you acknowledge and agree that we may disclose your name and other personal and financial information about you to its employees, representatives, officers, agents, and affiliates, as well as a governmental entity or self-regulatory authority, an Internet Service Provider or any other third party agent or service provider: (a) for any purpose related to offering, providing, administering or maintaining the Services or the Trading System, (b) to comply with applicable rules, orders, subpoenas or other legal process, or (c) for any other purpose described in documents or notices and statements concerning your privacy and "Important New Account Information". You acknowledge receiving at least one of these documents.

16) NEW YORK LAW GOVERNS THIS AGREEMENT

Except for statutes of limitation applicable to claims, this Agreement and all the terms herein shall be governed by and construed in accordance with the laws of the State of New York without giving effect to such State's conflicts of law rules. The statute of limitation applicable to any claim shall be that which would be applied by the courts of the state in which you reside.

17) FEES AND COMMISSIONS FOR THE SERVICES

a) We may, in its discretion, charge fees for the Services and the Trading System. We may also waive any fee in its discretion. If we elect to charge such fees, they will be displayed on the Site and will also be available from your Financial Advisor. The fees that we may charge will not include any fees separately imposed by the Internet Service Provider or other telecommunications service provider. Fees for the Services may be charged monthly and will begin to be paid in the first full month in which you activate your account, except that we may elect at its discretion to delay the month in which fees will begin to be paid. Once you have activated your account, we may charge you fees whether or not you use the Services. If we elect to charge fees, they will be deducted from the account you have designated on the Form ("Designated Account"). If the Designated Account is an Individual Retirement Account, payment of such fees may be deemed a taxable event and may be subject to an additional tax if you are under age 59 1/2 and not disabled. If we elect to charge fees, we may change or add fees for the Services and the Trading System by giving you prior notice in writing or by notice through the Site.

b) We are authorized to charge commissions or markups, as well as applicable transaction fees, each time you effect a transaction through the Trading System, but no charges will be made for transactions in eligible securities by holders of Asset One accounts. You acknowledge and agree that the amount of these charges may in some cases be different from the charges you would pay for a similar transaction that is not effected through the Trading System. Commissions, markups and fees will be charged to the account in which you tell us to process the transaction.

18) RESPONSIBILITY FOR TAXES

You agree to pay if and when due all federal, state and local taxes applicable to your subscription to, use or receipt of the Services and the Trading System.

19) THIS AGREEMENT, AND THE SERVICES AND TRADING SYSTEM, MAY BE TERMINATED AT ANY TIME

a) This Agreement, and the Services and Trading System, may be terminated without penalty by us at any time and for any reason without prior notice to you.

b) If this Agreement is terminated, you authorize us to deduct any applicable fees for use of the Services and Trading System from your billing account for the period through the end of the month in which this Agreement is terminated. Termination of this Agreement will not affect any order at the time of such termination that we have already accepted (except as required to comply with applicable law), and this Agreement will apply to such order. Paragraphs 9(b), 12, 13, 14, 15, 16, 17, 22, 23 and 24 will survive termination of this Agreement.

20) WHEN THIS AGREEMENT CAN BE ASSIGNED

a) This Agreement and your rights and obligations hereunder may not be assigned by you without the written permission of us, shall inure to the benefit of our successors

and assigns whether by merger, consolidation or otherwise, and shall be binding upon your executors, administrators, heirs, successors and permitted assigns. We may assign this Agreement or any of its rights or obligations under this Agreement to a company affiliated with us or to any successor company (whether by merger, consolidation or otherwise), or to any other person or entity at any time without your consent.

b) You may not sell or distribute commercially the Information, the Services or the Trading System.

21) AMENDMENT, MODIFICATION AND WAIVER OF THIS AGREEMENT

a) This Agreement is in addition to, and does not nullify, any other agreement, including amendments to any such agreement (collectively, "Client Agreement"), that you have signed governing your relationship with us. This Agreement is the entire understanding of the parties and supersedes all previous agreements and understandings, whether written or oral, between you and us concerning your use of the Information, Services and the Trading System. Termination of this Agreement will not result in the termination of the Client Agreement, the terms of which will continue to be in full force and effect.

b) Except as herein provided, no waiver, modification or amendment of any provision of this Agreement will be effective against us unless the same is in writing and signed by an authorized official of ours. We may modify these terms and conditions at any time upon prior written notice or by notice through the Site. You agree that if you use the Services or the Trading System after such notification of changes in this Agreement, you will be bound by all such changes. At the time of such modification, you will have the opportunity to reject such modification by E-mail or written notice to us, which rejection shall constitute a termination of this Agreement and of your rights to access and use the Site, the Services, the Trading System and the Information. Should any term or provision of this Agreement be held to be invalid or unenforceable by any court of competent jurisdiction or by a governmental agency or self-regulatory authority, or subsequently become invalid and unenforceable as a result of a change in applicable law, the remaining terms and provisions shall continue in full force and effect.

c) Our failure to insist at any time upon strict compliance with any term of this Agreement, or any delay or failure on our part to exercise any power or right given to us in this Agreement, or a continued course of such conduct on our part shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other future exercise. All rights and remedies given to us in this Agreement are cumulative and not exclusive of any other rights or remedies which we otherwise have at law or equity.

22) INDEMNIFICATION

You hereby agree to indemnify and hold harmless us (and its directors, officers, employees, control persons, vendors, licensors and agents), and any Internet Service Provider and Information Provider, from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) arising out of or related to your breach of your agreements, representations and warranties contained in this Agreement, or the use of the Site, the Services, the Trading System and the Information by you, by other persons to whom you have provided your User Codes pursuant to the provisions set forth in this Agreement, and by persons who have been assigned a Sub-User ID. This indemnification shall be binding upon you and your executors, administrators, heirs, successors and permitted assigns.

23) Arbitration

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

- 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.
- Arbitration awards are generally final and binding; a party's ability to have a court 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 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.
- The panel of arbitrators may 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.

I agree that all claims or controversies, whether such claims or controversies arose prior, on or subsequent to the date hereof, between me and SB and/or any of its present or former officers, directors, or employees concerning or arising from (i) any account maintained by me with SB individually or jointly with others in any capacity; (ii) any transaction involving SB or any predecessor or successor firms by merger, acquisition or other business combination and me, whether or not such transaction occurred in such account or accounts; or (iii) the construction, performance or breach of this or any other agreement between me and you, any duty arising from the business of SB or otherwise, shall be determined by arbitration before, and only before, any self-regulatory organization or exchange of which SB is a member. I may elect which of these arbitration forums shall hear the matter by sending a registered letter or other written communication addressed to Smith Barney at 485 Lexington Avenue, 11th Floor, New York, N.Y. 10017, Attn: Legal and Compliance Division. If I fail to make such election before the expiration of five (5) days after receipt of a written request from SB to make such election, SB shall have the right to choose the forum.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute 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; (ii) the class is decertified; or (iii) the person 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.

The statute of limitations applicable to any claim, whether brought in arbitration or in a court of competent jurisdiction shall be that which would be applied by the courts in the state in which I reside or if I do not reside in the United States, the statute of limitations shall be that which would be applied by the courts in the state where the SB office servicing my account is located.

24) CERTAIN ENTITIES HAVE RIGHTS UNDER THIS AGREEMENT EVEN THOUGH THEY ARE NOT PARTIES

We require permission from each of the national securities exchanges and the national securities association for the over-the-counter securities markets ("Securities Markets") to make available to you market data relating to securities ("Affected Securities") that are listed on such Securities Markets. In connection with obtaining such permission, you understand and agree that this Agreement confers third-party beneficiary status on each of the Securities Markets that make available market data relating to Affected Securities. In authorizing us to take any action, or to receive any communication, this Agreement authorizes us to act on its own behalf and on behalf of the Securities Markets. Each Securities Market may enforce this Agreement as to market data that it makes available, by legal proceeding or otherwise, against you or any person that obtains and uses market data improperly, unlawfully, or in any other way that this Agreement does not permit. No act or omission on the part of us and no other defense that might defeat recovery by us against you shall affect the rights of the Securities Markets as third-party beneficiaries under this Agreement.

The following Paragraphs apply only to clients who are granted Trading System privileges by us.

25) LIMITATIONS ON YOUR USE OF THE TRADING SYSTEM

a) The Type and Number of Securities, As Well As the Number and Size of Trades, May Be Limited. You understand and agree that we may limit the number and type of securities traded through the Trading System, the dollar amount of securities you buy or sell through the Trading System, and impose any other trading restriction at any time and without notice to you. We may also limit the number of trades you make each business day through the Trading System, the total number of shares, bonds, option contracts or units (as applicable) that you may trade and the types of securities that may be purchased and sold through the Trading System. You agree to contact your Financial Advisor to determine any trading limitations or restrictions applicable to you. You agree that we are not responsible for any delay or failure to effect a transaction through the Trading System if your order is rejected for any reason permitted by this

Paragraph 25(a).

b) Short Sales Are Not Permitted. You may not effect a "short sale" through the Trading System, including a short sale "against the box", unless we notify you otherwise in writing or through electronic notice on the Site.

c) The Trading System Can Be Discontinued Or Changed At Any Time. You understand and agree that we may discontinue or change the Trading System at any time and for any reason in writing or through electronic notice on the Site, provided that such discontinuation or change shall not affect any purchase or sale order that we have already accepted at the time of such discontinuation or change, and this Agreement will apply to such order. We reserve the right to terminate or limit your use of the Trading System in its sole discretion for any reason.

d) Limitations Applicable To Non-U.S. Persons. You understand and agree that We are not required to make available or to continue to make available the Trading System to residents of any non-U.S. jurisdiction where we determine, in its sole discretion, that furnishing the Trading System to such persons might be unlawful under the laws of such non-U.S. jurisdiction or the laws of the U.S., or compliance with either of such laws is impracticable or commercially unreasonable.

e) A Deposit of Cash Or Securities May Be Required. We may request, in its sole discretion, a cash or equity deposit prior to the execution of any transaction by you through the Trading System. In the event you enter an order to buy a security through the Trading System, and we determine that such order requires the deposit of additional cash or securities, you agree to make such deposit on or before the settlement date for such transaction.

f) Right to Refuse a Trade. We reserve the right to refuse to execute any transaction entered by you through the Trading System if we determine, in its sole discretion, that you lack adequate creditworthiness, or if we are uncertain as to the identity of the person entering the order, or for any other reason that it deems appropriate.

26) "RESTRICTED PERSONS" MAY NOT USE THE TRADING SYSTEM FOR RESTRICTED SECURITIES

a) If you are a director, ten percent shareholder or executive officer of a publicly-traded company, or a person who is an affiliate of such a company within the meaning of Rule 144 under the Securities Act of 1933 or who is otherwise covered by such rule, or who holds securities acquired as a result of a merger, acquisition or consolidation (collectively, a "Restricted Person"), you agree not to enter any orders through the Trading System to buy or sell any securities, or derivative securities thereof, with respect to which you are a Restricted Person. You agree that we will not be liable for any claims or losses you incur directly or indirectly if you are a Restricted Person and buy or sell such securities through the Trading System.

b) There are No Impediments to Transferring Securities in Your Account

You represent that there are no security interests, liens, encumbrances or impediments to transfer with respect to any securities in your account[s], except for securities with respect to which you are a Restricted Person or if we have a first priority lien and security interest in the account[s].

27) TRANSACTION CONFIRMATIONS FOR BUY AND SELL TRANSACTIONS

You will receive a confirmation of each buy or sell transaction that has been executed for your Designated Account through the Trading System. This confirmation will be delivered by regular mail unless we determine in its sole discretion to deliver it in electronic form and you consent. This confirmation shall be the official record of your transaction with us. You must inform us promptly in writing if you object to any information contained in the confirmation. If you do not make a written objection, you will be deemed to have consented to the accuracy of the confirmation and proper authorization of the transaction. Unless we otherwise notify you in writing or by notice on the Site, any Information provided through the Services or Trading System shall not be deemed to supersede or replace trade confirmations or monthly or quarterly statements reflecting balances, securities positions and transactions required to be provided by us to you.

28) YOU MUST NOTIFY US PROMPTLY IF CERTAIN EVENTS OCCUR

You agree to notify us promptly in writing by regular or certified mail if you become aware of any of the following: a) failure by you to receive a confirmation of the execution of a transaction through the Trading System within five (5) business days of your online transaction instruction, b) failure to receive an online message that an order initiated by you through the Trading System has been received and either (i) rejected, (ii) accepted, or (iii) executed, c) the receipt of a confirmation for a transaction

executed through the Trading System which you believe was not authorized or placed by you, or d) if your online account[s] or your monthly or quarterly statement shows a discrepancy in your account[s] balance, security positions, transaction summary or other entries. You agree that we will not be liable for any claims or losses you incur if you fail to notify us promptly of the occurrence of any of these events.

29) OUR RIGHTS IF YOU TRADE ON MARGIN

If you trade on margin through the Trading System, you acknowledge that as the prices of securities in your margin account decrease, you may be required to deposit additional cash or securities. If you are unwilling or unable to make the deposit. We have the right to sell whichever securities in your account[s] it selects in its sole discretion, and any market loss remains your liability. In the case of volatile securities, we may decline to make margin loans or may require significantly larger deposits.

30) OUR RIGHTS WHEN YOUR CASH ACCOUNT CONTAINS A DEBIT BALANCE

Any debit balance in your account[s] will be charged with interest in accordance with documentation distributed to you by us that describes the terms and conditions of opening and maintaining a securities account. You acknowledge receipt of such documentation. You agree to satisfy upon demand any indebtedness and to pay any debit balance remaining when your account[s] is closed. You represent that no one

except you has an interest in your account[s] unless you inform us in writing.

31) QUOTED PRICES DISPLAYED ON THE TRADING SYSTEM ARE FOR INFORMATIONAL CONVENIENCE

a) If you place your order to buy or sell a security through the Trading System during regular daytime trading hours on the Established Trading Markets, a price quotation and/or the last reported sale price for such security (other than a mutual fund, unit investment trust or other security whose net asset value is computed only once per trading day), will be displayed on the Site or be available for display on the Site. You acknowledge that the price for such security indicated on the Site is for informational convenience only, and that such price may differ (even substantially) from the price you receive when we execute your order through the Trading System.

b) Trading in some securities may be characterized by very high trading volume and rapid price swings. You acknowledge and agree that you may receive an execution price for such securities that is significantly different than the quoted price displayed on the Site, which can result in potentially significant market losses to you.

OPTIONS PRICE REPORTING AUTHORITY
NONPROFESSIONAL SUBSCRIBER APPLICATION AND AGREEMENT
(Last Sale and Quotation Information for Personal Nonbusiness Use Only)
Vendor: Citigroup Global Markets Inc.

The undersigned ("Applicant") hereby applies to the Vendor named above ("Vendor") for approval as a Nonprofessional Subscriber to receive for personal nonbusiness use current options last sale information and current options quotation information (the "Information") published by the Options Price Reporting Authority ("OPRA") pursuant to a Plan declared effective by the Securities and Exchange Commission. In reviewing and approving this Application and Agreement, Vendor is authorized to act on behalf of the OPRA participants, which are those national securities exchanges and associations who, from time to time, are parties to said Plan. Applicant acknowledges that all representations and agreements made herein and all payments made hereunder are for the benefit of OPRA, OPRA's processor and the OPRA participants.

For the purpose of this Application and Agreement, Applicant hereby represents and agrees as follows

1. As a condition of being approved as a Nonprofessional Subscriber, Applicant represents and agrees that the following statements are and will continue to be true for so long as Applicant receives Information as a Nonprofessional Subscriber:

(a) Applicant is making this Application and Agreement in his or her own individual capacity and not on behalf of a firm, corporation, partnership, trust or association.

(b) Applicant shall use the Information solely in connection with his or her individual personal investment activities and not in connection with any trade or business activities.

(c) Applicant shall receive the Information only at the location and via the equipment identified in Items 3 and 4 above, and shall not furnish the Information to any other person.

(d) Applicant is not a securities broker-dealer, investment advisor, futures commission merchant, commodities introducing broker or commodity trading advisor, member of a securities exchange or association or futures contract market, or an owner, partner, or associated person of any of the foregoing.

(e) Applicant is not employed by a bank or an insurance company or an affiliate of either to perform functions related to securities or commodity futures investment or trading activity.

2. For the privilege of receiving the Information, Applicant agrees to pay to Vendor for the benefit of the OPRA participants the OPRA Nonprofessional Subscriber Fee in such amount and at such times as shall be established by OPRA from time to time, plus any applicable federal, state or local taxes. This Fee shall be in addition to any charges imposed by Vendor. OPRA shall provide notice to Vendor of any change in this Fee not less than 30 days prior to the effectiveness of such change. Vendor shall be responsible for notifying its Nonprofessional Subscribers of all Fee changes.

3. Applicant acknowledges that the Information is and shall remain the property of the respective exchange or other market on which a reported transaction took place or a reported quotation was entered, and Applicant shall make no use of the Information except in compliance with the terms of this Application and Agreement.

4. NEITHER OPRA, OPRA'S PROCESSOR NOR ANY OPRA PARTICIPANT GUARANTEES THE TIMELINESS, SEQUENCE, ACCURACY OR COMPLETENESS OF ANY OPTIONS INFORMATION, AND NEITHER OPRA, OPRA'S PROCESSOR NOR ANY OPRA PARTICIPANT SHALL BE LIABLE IN ANY WAY TO APPLICANT OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGES, COST OR EXPENSE WHICH MAY ARISE FROM ANY FAILURE OF PERFORMANCE BY OPRA, OPRA'S PROCESSOR OR ANY OPRA PARTICIPANT, OR FROM ANY DELAYS, INACCURACIES, ERRORS IN OR OMISSIONS FROM ANY OPTIONS INFORMATION OR THE TRANSMISSION OR DELIVERY THEREOF, WHETHER OR NOT DUE TO ANY NEGLIGENT ACT OR OMISSION ON THE PART OF OPRA, OPRA'S PROCESSOR OR ANY OPRA PARTICIPANT. IN NO EVENT SHALL OPRA, OPRA'S PROCESSOR OR ANY OPRA PARTICIPANT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES, OR DAMAGES RESULTING FROM INCONVENIENCE OR LOSS OF USE OF THE SERVICE.

5. Applicant's privilege of receiving the Information hereunder may be terminated by Applicant or by Vendor upon 30 days written notice from the terminating party to the other party, and shall be terminated immediately at any time that Vendor or OPRA determines that Applicant is not in compliance with this Application and Agreement or that any of Applicant's representations herein are not true. Upon a determination by Vendor or OPRA that Applicant received access to Information as a Nonprofessional Subscriber during any period when Applicant did not meet the qualifications for such access, within 30 days of receipt of written notice of such determination Applicant shall pay to OPRA the full amount of OPRA's Professional Subscriber fee for the period during which Applicant had access to the Information, less Applicant's Nonprofessional Subscriber fees for such period actually received by OPRA.

6. Nothing herein shall be deemed to prevent or restrict any OPRA Participant from discontinuing to furnish options last sale information or quotation information for dissemination nor to restrict OPRA from making such changes in the speed of transmission, the characteristics of the electrical signals representing the Information or the manner of disseminating the same, as OPRA shall from time to time determine to be appropriate; but in the event of any such discontinuance or change, OPRA shall give such notice thereof to Vendor as is reasonable under the circumstances.

7. Applicant agrees to inform Vendor promptly in writing at its address set forth above of any changes in the information provided herein and to furnish Vendor any additional information requested by it in connection with Applicant's receipt of the information.

AGREEMENT FOR MARKET DATA DISPLAY SERVICES (Usage-Based Services/Nonprofessional Subscriber Status)

Citigroup Global Markets Inc. ("Vendor") agrees to make "Market Data" available to you pursuant to the terms and conditions set forth in this agreement. By executing this Agreement in the space indicated below, you ("Subscriber") agree to comply with those terms and conditions. Section 1 sets forth terms and conditions of general applicability. Section 2 applies insofar as Subscriber receives and uses Market Data made available pursuant to this Agreement as a Nonprofessional Subscriber.

SECTION 1: TERMS AND CONDITIONS OF GENERAL APPLICABILITY

1. MARKET DATA DEFINITION - For all purposes of this Agreement, "Market Data" means (a) last sale information and quotation information relating to securities that are listed on a national securities exchange, (b) such bond and other equity last sale and quotation information, and such index and other market information, as United States-registered national securities exchanges and national securities associations (each, an "Authorizing SRO") may make available and as the New York Stock Exchange ("NYSE") or the American Stock Exchange ("AMEX") may from time to time designate as "Market Data"; and (c) all information that derives from any such information.

2. PROPRIETARY NATURE OF DATA - Subscriber understands and acknowledges that each Authorizing SRO and Other Data Disseminator has a proprietary interest in the Market Data that originates on or derives from it or its market(s).

3. ENFORCEMENT - Subscriber understands and acknowledges that (a) the Authorizing SROs are third-party beneficiaries under this Agreement and (b) the Authorizing SROs or their authorized representative(s) may enforce this Agreement, by legal proceedings or otherwise, against Subscriber or any person that obtains Market Data that is made available pursuant to this Agreement other than as this Agreement contemplates. Subscriber shall pay the reasonable attorney's fees that any Authorizing SRO incurs in enforcing this Agreement against Subscriber.

4. DATA NOT GUARANTEED - Subscriber understands that no Authorizing SRO, no other entity whose information is made available over the Authorizing SROs' facilities (an "Other Data Disseminator") and no information processor that assists any Authorizing SRO or Other Data Disseminator in making Market Data available (collectively, the "Disseminating Parties") guarantees the timeliness, sequence, accuracy or completeness of Market Data or of other market information or messages disseminated by any Disseminating Party. Neither Subscriber nor any other person shall hold any Disseminating Party liable in any way for (a) any inaccuracy, error or delay in, or omission of, (i) any such data, information or message or (ii) the transmission or delivery of any such data, information or message, or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance or (iii) interruption in any such data, information or message, due either to any negligent act or omission by any Disseminating Party, to any "force majeure" (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction) or to any other cause beyond the reasonable control of any Disseminating Party.

5. PERMITTED USE - Subscriber shall not furnish Market Data to any other person or entity and, subject to Paragraph 10, shall use Market Data only for its individual use in its business.

6. DISSEMINATION DISCONTINUANCE OR MODIFICATION - Subscriber understands and acknowledges that, at any time, the Authorizing SROs may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. The Authorizing SROs shall not be liable for any resulting liability, loss or damages that may arise therefrom.

7. DURATION; SURVIVAL - This Agreement remains in effect for so long as Subscriber has the ability to receive Market Data as contemplated by this Agreement. In addition, Vendor may terminate this Agreement at any time, whether at the direction of the Authorizing SROs or otherwise. Paragraphs 2, 3 and 4, and the first two sentences of Paragraph 8, survive any termination of this Agreement.

8. MISCELLANEOUS - The laws of the State of New York shall govern this Agreement and it shall be interpreted in accordance with those laws. This Agreement is subject to the Securities Exchange Act of 1934, the rules promulgated under that act, and the joint-industry plans entered into pursuant to that act. This writing contains the entire

agreement between the parties in respect of its subject matter. Subscriber may not assign all or any part of this Agreement to any other person. The person executing this Agreement below represents and warrants that he or she has legal capacity to contract and, if that person is executing this Agreement on behalf of a proprietorship or a business, partnership or other organization, represents and warrants that he or she has actual authority to bind the organization.

SECTION 2: NONPROFESSIONAL SUBSCRIBER

9. NONPROFESSIONAL SUBSCRIBER DEFINITION - "Nonprofessional Subscriber" means any natural person whom Vendor has determined to qualify as a "Nonprofessional Subscriber" and who is not:

(a) registered or qualified with the Securities and Exchange Commission (the "SEC"), the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association.

(b) engaged as an "investment advisor" as that term is defined in Section 201(11) of the Investment Advisor's Act of 1940 (whether or not registered or qualified under that Act), nor

(c) employed by a bank or other organization exempt from registration under Federal and/or state securities laws to perform functions that would require him or her to be so registered or qualified if he or she were to perform such functions for an organization not so exempt.

10. PERMITTED USE - If Subscriber is a Nonprofessional Subscriber, he or she shall receive Market Data solely for his or her personal, non-business use.

11. HOUSEHOLD USAGE - Subscriber acknowledges that his or her securities account or accounts is or are interlinked or consolidated with the securities account(s) of one or more of his or her children, spouse or parents that live in his or her household (each, an "Account-Linked Family Member"). By signing below, subscriber agrees as follows:

(1) to comply and cause each Account-Linked Family Member to comply with the terms, conditions and restrictions of Exhibit "B" to the Agreement for Market Data Display Services (the "Agreement") set forth above (the "Terms and Conditions") as they apply to nonprofessional subscribers;

(2) to certify, and hereby do certify, that subscriber and each Account-Linked Family Member qualify as "Nonprofessional Subscribers" as the Terms and Conditions define that term;

(3) to inform each Account-Linked Family Member of the Terms and Conditions;

(4) to inform each Account-Linked Family Member that subscriber and the New York Stock Exchange deem him or her to have agreed to comply with the Terms and Conditions when they use the Market Data displayed on this website, just as if the Account-Linked Family Member had manifested his or her assent to the Terms and Conditions in the manner that subscriber has done or will do; and

(5) to cease to allow any family member to receive access to Market Data as an Account-Linked Family Member if and when the person ceases to be a spouse or ceases to reside in the same household as subscriber;

(6) to, and subscriber hereby does, unconditionally guarantee that each Account-Linked Family Member shall fully comply with each and every obligation set forth in the Terms and Conditions (other than obligations that the Terms and Conditions impose solely on NYSE)

12. CERTIFICATION - By executing this Agreement, Subscriber hereby certifies that he or she falls within Paragraph 9's definition of "Nonprofessional Subscriber" and that the personal and employment information that he or she has included in Paragraph 11 is truthful and accurate.

ACCEPTED AND AGREED: I, the "Subscriber" to which the preceding terms and conditions refer, acknowledge that I have read the preceding terms and conditions, that I understand them and that I hereby agree to comply with those terms and conditions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

Incorporation by Reference Nasdaq Subscriber Agreement

DISCLOSURE – PLEASE READ

Subscribers must sign a contract entitled The Nasdaq Stock Market, Inc. (“Nasdaq”) Subscriber Agreement (“Agreement”) in order to receive Information [see definition in Paragraph [1] of the Agreement] from Nasdaq. While all terms are important, please particularly note the following. For more information regarding each term, the paragraph number at the end of each term refers to the paragraph in the Agreement where more information can be located.

RESTRICTIONS ON USES & TRANSFER: Subscribers may not provide access to Information or transfer the Agreement to others. The Information is only for personal non-professional use or, if you are a *Professional Subscriber* (see definition in Paragraph [1] of the Agreement) for internal business use and/or personal use. [Paragraph 3]

MOST TYPES OF DAMAGES ARE EXCLUDED AND REMAINING DAMAGES ARE LIMITED: Nasdaq is not liable for trading losses, lost profits or incidental, consequential or other indirect damages, even if the Information is untimely or incorrect. Other damages (if any), are strictly limited (in contract, tort, or otherwise) to a capped amount. [Paragraphs 9 and 10]

NO IMPLIED OR STATUTORY WARRANTIES OR DUTIES: All warranties and duties (if any) are eliminated. There are no express warranties except for a Limited Warranty regarding efforts only. STOCK QUOTES MIGHT NOT BE CURRENT OR ACCURATE. [Paragraph 9]

SUBSCRIBERS PROVIDE AN INDEMNITY: Subscriber indemnifies and holds harmless Nasdaq for any Claims or Losses (see definition in Paragraph [1] of the Agreement) resulting from Subscriber’s breach of the Agreement, for Subscriber’s infringement of a third party’s intellectual property rights, or from any third party suit related to Subscriber’s use or receipt of the Information. [Paragraph 13 and 14]

MARYLAND LAWS AND COURTS APPLY: Everything relating to the Agreement is governed by the laws of the United States and the State of Maryland and any disputes can only be heard in Maryland. [Paragraph 23]

NO ORAL AMENDMENTS & ONLY NASDAQ MAY AMEND: The Agreement may not be altered orally and may be altered by Nasdaq pursuant to an Agreement procedure which includes notice either to Subscriber or to Vendor. Failure to terminate the Agreement before, or use of Information after, an amendment will be Subscriber’s consent (or confirmation of an earlier consent) to the amendment. [Paragraph 17 and 21]

VENDORS CAN IMPACT SUBSCRIBER’S RIGHTS BUT NOT NASDAQ’S RIGHTS: Vendor does not have authority to change the Agreement. Vendors are obligated to provide notice of Nasdaq changes to Subscriber, but if they do not, Nasdaq’s notice to Vendor is still effective, as to Subscriber including notice of cancellation. [Above Paragraph 1 and Paragraph 17]

Nasdaq Subscriber Agreement

THE VENDOR AND ITS AGENTS MAY NOT MODIFY OR WAIVE ANY TERM OF THIS AGREEMENT.
ANY ATTEMPT TO MODIFY THIS AGREEMENT, EXCEPT BY NASDAQ, IS VOID.

1. The word “Nasdaq” means The Nasdaq Stock Market, Inc. and its affiliates. The word “Information” means certain data and other information: relating to securities or other financial instruments, products, vehicles or devices; or relating to Persons regulated by Nasdaq or to activities of Nasdaq; or gathered by Nasdaq from other sources. The word “or” includes the word “and”. The phrase “Claims or Losses” means any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, judgments, settlements, and expenses of whatever nature, whether incurred by or issued against an indemnified party or a third party, including, without limitation, (1) indirect, special, punitive, consequential or incidental loss or damage, (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation, or other indirect loss or damage) and (2) administrative costs, investigatory costs, litigation costs, and auditors’ and attorneys’ and fees and disbursements (including in-house personnel). The word “Person” means any natural person, proprietorship, corporation, partnership, or other entity whatsoever. The phrase “Non-Professional Subscriber” means any natural person who is neither: (a) registered or qualified in any capacity with the SEC, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association; (b) engaged as an “investment advisor” as that term is defined in Section 201 (11) of the Investment Advisors Act of 1940 (whether or not registered or qualified under that Act); nor, (c) employed by a bank or other organization exempt from registration under federal or state securities laws to perform functions that would require registration or qualification if such functions were performed for an organization not so exempt. The phrase “Professional Subscriber” means all other persons who do not meet the definition of Non-Professional Subscriber. When it appears alone, the word “Subscriber” encompasses all Non-Professional and Professional Subscribers. The phrase “Vendor’s Service” means the service from a vendor, including the data processing equipment, software, and communications facilities related thereto, for receiving, processing, transmitting, using and disseminating the Information to or by Subscriber.
2. Subscriber is granted the right to receive from Nasdaq the Information under the terms stated herein or in the NASD Rules. “NASD Rules” shall mean all applicable laws (including intellectual property, communications, and securities laws), statutes, and regulations, the rules and regulations of the SEC, the rules and regulations of Nasdaq including, but not limited to, those requirements established by Nasdaq’s rule filings (with such SEC approval as may be required), Nasdaq’s decisions and interpretations and any User Guides, or successors of the components of the NASD Rules, as they may exist at the time. For Professional Subscriber, if any payment is due directly to Nasdaq under this Agreement, payment in full is due Nasdaq in immediately available U.S. funds, within 30 days of the date of an invoice, whether or not use is made of, or access is made to, the Information. Interest shall be due from the date of the invoice to the time that the amount(s) that are due have been paid. Subscriber shall assume full and complete responsibility for the payment of any taxes, charges or assessments imposed on Subscriber or Nasdaq (except for U.S. federal, state, or local income taxes, if any, imposed on Nasdaq) by any foreign or domestic national, state, provincial or local governmental bodies, or subdivisions thereof, and any penalties or interest, relating to the provision of the Information to Subscriber.
3. The Information is licensed only for the personal use of the Non-Professional Subscriber and the internal business use and/or personal use of the Professional Subscriber. By representing to Vendor that Subscriber is a non-professional, or by continuing to receive the Information at a non-professional subscriber rate, Subscriber is affirming to Vendor and Nasdaq that Subscriber meets the definition of Non-Professional Subscriber as set forth in paragraph 1 above. Subscriber will promptly give written notice to Vendor of any change in the name or place of residence or place of business at which the Information is received. Subscriber may not sell, lease, furnish or otherwise permit or provide access to the Information to any other Person or to any other office, or place. Subscriber will not engage in the operation of any illegal business; use or permit anyone else to use the Information, or any part thereof, for any illegal purpose; or violate any NASD Rule. Professional Subscribers may, on a non-continuous basis, furnish limited amounts of the Information to customers; in written advertisements, correspondence, or other literature; or during voice telephonic conversations not entailing computerized voice, automated information inquiry systems, or similar technologies. Subscriber may not present the Information rendered in any unfair, misleading, or discriminatory format. Subscriber shall take reasonable security precautions to prevent unauthorized Persons from gaining access to the Information.
4. Subscriber acknowledges that Nasdaq, in its sole discretion, may from time to time make modifications to its system or the Information. Such modifications may require corresponding changes to be made in Vendor’s Service. Changes or the failure to make timely changes by Vendor or Subscriber may sever or affect Subscriber’s access to or use of the Information. Nasdaq shall not be responsible for such effects.
5. Nasdaq grants to Subscriber a nonexclusive, non-transferable license during the term of the Agreement to receive and use the Information transmitted to it by Vendor and thereafter to use such Information for any purpose not inconsistent with the terms of the Agreement or with the NASD Rules. Subscriber acknowledges and agrees that Nasdaq has proprietary rights in the Information that originates on or derives from markets regulated or operated by Nasdaq and compilation or other rights in Information gathered from other sources. Subscriber further acknowledges and agrees that Nasdaq’s third party Information providers have exclusive proprietary rights in their respective Information. In the event of any misappropriation or misuse, Nasdaq or its third party information providers shall have the right to obtain injunctive relief for its respective materials. Subscriber will attribute source as appropriate under all the circumstances.
6. Subscriber acknowledges that Nasdaq, as a subsidiary of NASD, when required to do so by NASD in fulfillment of NASD’s statutory obligations, may by notice to Vendor unilaterally limit or terminate the right of any or all Persons to receive or use the Information, and that Vendor will immediately comply with any such notice and will terminate or limit the furnishing of the Information and confirm such compliance by notice to Nasdaq. Any affected Person will have available to it such procedural protections as are provided by the Exchange Act and applicable rules thereunder. Neither Nasdaq nor NASD shall have any liability when complying with such NASD notice.
7. Professional Subscriber shall make its premises available to Nasdaq for physical inspection of Vendor’s Service and of Professional Subscriber’s use of the Information (including review of any records regarding use of, or access to, the Information and the number and locations of all devices that receive Information), all at reasonable times, upon reasonable notice, to ensure compliance with this Agreement. Non-Professional Subscriber shall comply promptly with any reasonable request from Nasdaq for information regarding the Non-Professional Subscriber’s receipt, processing, display and redistribution of the Information.
8. To the extent permitted by applicable law, Subscriber acknowledges and agrees that the termination of the Vendor’s Service for failure to make payments shall not be deemed or considered to be, and Subscriber waives any right to represent or assert that any such exercise constitutes, an act or omission or an improper denial or limitation of access by Nasdaq to any service or facility operated by Nasdaq as contemplated in Section 11A of the Exchange Act, or any other provision of the Exchange Act, or any rule, regulation, or interpretation adopted thereunder.

9. NASDAQ'S WARRANTIES/DISCLAIMER OF WARRANTIES. NASDAQ SHALL ENDEAVOR TO OFFER THE INFORMATION AS PROMPTLY AND ACCURATELY AS IS REASONABLY PRACTICABLE. IN THE EVENT THAT THE INFORMATION IS NOT AVAILABLE AS A RESULT OF A FAILURE BY NASDAQ TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, NASDAQ WILL ENDEAVOR, GIVING DUE REGARD FOR THE COST, TIME, AND EFFECT ON OTHER USERS, TO CORRECT ANY SUCH FAILURE. IN THE EVENT THAT THE INFORMATION IS NOT AVAILABLE, IS DELAYED, IS INTERRUPTED, IS INCOMPLETE, OR IS NOT ACCURATE OR IS OTHERWISE MATERIALLY AFFECTED FOR A CONTINUOUS PERIOD OF FOUR (4) HOURS OR MORE DURING THE TIME THAT NASDAQ REGULARLY TRANSMITS THE INFORMATION DUE TO THE FAULT OF NASDAQ (EXCEPT FOR A REASON PERMITTED IN THIS AGREEMENT OR IN NASDAQ'S AGREEMENT WITH THE VENDOR), SUBSCRIBER'S OR ANY OTHER PERSON'S EXCLUSIVE REMEDY AGAINST NASDAQ SHALL BE (A) IF SUBSCRIBER OR ANY OTHER PERSON CONTINUES TO RECEIVE THE INFORMATION OR ANY OTHER DATA AND/OR INFORMATION OFFERED BY NASDAQ, A PRORATED MONTH'S CREDIT OF ANY MONIES DUE, IF ANY, FOR THE AFFECTED INFORMATION DIRECTLY TO NASDAQ FROM SUBSCRIBER, OR, IF APPLICABLE, FROM SAID OTHER PERSON, FOR THE PERIOD AT ISSUE OR, (B) IF SUBSCRIBER OR ANY OTHER PERSON NO LONGER RECEIVES EITHER THE INFORMATION OR ANY OTHER DATA AND/OR INFORMATION OFFERED BY NASDAQ, A PRORATED MONTH'S REFUND OF ANY MONIES DUE FOR THE AFFECTED INFORMATION DIRECTLY TO NASDAQ FROM SUBSCRIBER, OR, IF APPLICABLE, FROM SAID OTHER PERSON, FOR THE PERIOD AT ISSUE. SUCH CREDIT OR REFUND SHALL, IF APPLICABLE, BE REQUESTED BY WRITTEN NOTICE TO NASDAQ WITH ALL PERTINENT DETAILS. BEYOND THE WARRANTIES STATED IN THIS SECTION, THERE ARE NO OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, TIMELINESS, TRUTHFULNESS, SEQUENCE, COMPLETENESS, ACCURACY, FREEDOM FROM INTERRUPTION), ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

10. NASDAQ'S LIMITATION OF LIABILITY. (A) EXCEPT AS MAY OTHERWISE BE SET FORTH HEREIN, NASDAQ SHALL NOT BE LIABLE TO SUBSCRIBER, ITS VENDOR OR ANY OTHER PERSON FOR INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL LOSS OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, TRADING LOSSES, LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF SHUTDOWN IN OPERATION OR INCREASED EXPENSES OF OPERATION, COST OF COVER, OR OTHER INDIRECT LOSS OR DAMAGE) OF ANY NATURE ARISING FROM ANY CAUSE WHATSOEVER, EVEN IF NASDAQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(B) NASDAQ SHALL NOT BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR ANY UNAVAILABILITY, INTERRUPTION, DELAY, INCOMPLETENESS, OR INACCURACY OF THE INFORMATION THAT LASTS LESS THAN FOUR (4) CONTINUOUS HOURS DURING THE TIME THAT NASDAQ REGULARLY TRANSMITS THE INFORMATION OR IF THE INFORMATION IS MATERIALLY AFFECTED FOR LESS THAN FOUR (4) CONTINUOUS HOURS DURING THE TIME THAT NASDAQ REGULARLY TRANSMITS THE INFORMATION.

(C) IF NASDAQ IS FOR ANY REASON HELD LIABLE TO SUBSCRIBER OR TO ANY OTHER PERSON, WHETHER IN TORT OR IN CONTRACT, THE LIABILITY OF NASDAQ WITHIN A SINGLE YEAR (FROM THE EFFECTIVE DATE OF THE AGREEMENT) OF THE AGREEMENT [COMBINED WITH THE TOTAL OF ALL CLAIMS OR LOSSES OF SUBSCRIBER'S VENDOR, AND ANY OTHER PERSON CLAIMING THROUGH, ON BEHALF OF, OR AS HARMED BY SUBSCRIBER] IS LIMITED TO AN AMOUNT OF SUBSCRIBER'S DAMAGES THAT ARE ACTUALLY INCURRED BY SUBSCRIBER IN REASONABLE RELIANCE, AND WHICH AMOUNT DOES NOT EXCEED THE LESSER OF: (I) IF SUBSCRIBER OR ANY OTHER PERSON CONTINUES TO RECEIVE THE INFORMATION OR ANY OTHER DATA AND/OR INFORMATION OFFERED BY NASDAQ, A PRORATED MONTH'S CREDIT OF ANY MONIES DUE DIRECTLY TO NASDAQ FROM SUBSCRIBER, OR, IF APPLICABLE, FROM ANY OTHER PERSON, FOR THE INFORMATION AT ISSUE DURING THE PERIOD AT ISSUE OR, IF SUBSCRIBER OR ANY OTHER PERSON NO LONGER RECEIVES EITHER THE INFORMATION OR ANY OTHER DATA AND/OR INFORMATION OFFERED BY NASDAQ, A REFUND OF ANY MONIES DUE DIRECTLY TO NASDAQ FROM SUBSCRIBER, OR, IF APPLICABLE, FROM ANY OTHER PERSON, FOR THE INFORMATION AT ISSUE DURING THE PERIOD AT ISSUE; OR (II) \$500.00.

(D) THIS SECTION SHALL NOT RELIEVE NASDAQ, SUBSCRIBER OR ANY OTHER PERSON FROM LIABILITY FOR DAMAGES THAT RESULT FROM THEIR OWN GROSS NEGLIGENCE OR WILLFUL TORTIOUS MISCONDUCT, OR FROM PERSONAL INJURY OR WRONGFUL DEATH CLAIMS.

(E) SUBSCRIBER AND NASDAQ UNDERSTAND AND AGREE THAT THE TERMS OF THIS SECTION REFLECT A REASONABLE ALLOCATION OF RISK AND LIMITATION OF LIABILITY.

11. THIRD PARTY INFORMATION PROVIDERS' DISCLAIMERS OF WARRANTIES/LIMITATIONS OF LIABILITIES. NASDAQ'S THIRD PARTY INFORMATION PROVIDERS MAKE NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, TIMELINESS, TRUTHFULNESS, SEQUENCE, COMPLETENESS, ACCURACY, FREEDOM FROM INTERRUPTION), ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE AND THEY SHALL HAVE NO LIABILITY FOR THE ACCURACY OF, OR FOR DELAYS OR OMISSIONS IN, ANY OF THE INFORMATION PROVIDED BY THEM. NASDAQ'S THIRD PARTY INFORMATION PROVIDERS SHALL ALSO HAVE NO LIABILITY FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, WHETHER LOST PROFITS, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF THE SUBSCRIBER OR ANY OTHER PERSON SEEKING RELIEF THROUGH SUBSCRIBER, EVEN IF THE THIRD PARTY INFORMATION PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE LIABILITY OF THE THIRD PARTY INFORMATION PROVIDERS OR THEIR AFFILIATES TO SUBSCRIBER OR ANY OTHER PERSON SEEKING RELIEF THROUGH SUBSCRIBER PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEE PAID BY SUBSCRIBER OR ANY OTHER PERSON SEEKING RELIEF THROUGH SUBSCRIBER, AS APPLICABLE.

12. Notwithstanding any other term or condition of this Agreement, Nasdaq, its third party information providers or Subscriber shall not be obligated to perform or observe their respective obligations undertaken in this Agreement (except for obligations to make payments hereunder and regulatory obligations) if prevented or hindered from doing so by any circumstances found to be beyond their control.

13. Subscriber will indemnify and hold harmless Nasdaq and its employees, officers, directors, and other agents from any and all Claims or Losses imposed on, incurred by or asserted as a result of or relating to: (a) any noncompliance by Subscriber with the terms and conditions hereof; (b) any third-party actions related to Subscriber's receipt and use of the Information, whether authorized or unauthorized under the Agreement.

14. Each party warrants and represents and will indemnify and hold harmless (and in every case, Nasdaq shall be permitted to solely defend and settle) another party (including Nasdaq) and their officers, directors, employees, and other agents, against any Claims or Losses arising from, involving, or relating to a claim of infringement or other violation of an intellectual property right by the indemnifying party, its actions or omissions, equipment, or other property. This right is conditioned on the indemnified party giving prompt written notice to the indemnifying party (as does not prejudice the defense) of the Claims or Losses and providing cooperation in the defense of the Claims or Losses (without waiver of attorney-client, work-product or other legal privilege, or disclosure of information legally required to be kept confidential).

15. Subscriber agrees that Nasdaq may enforce the terms of this Agreement against any Person, whether or not Vendor or Subscriber is a party to any such action or against Subscriber itself. In any action there shall be available injunctive relief or damages, with the prevailing party being awarded costs and attorneys' fees (including in-house counsel).

16. In the event of any conflict between the terms of this Agreement and of the Vendor's agreement, the terms of this Agreement shall prevail as between Nasdaq and Subscriber.

17. In addition to terminations permitted under the Vendor's agreement, this Agreement may be terminated by Subscriber on 30 days written notice to Vendor and by Nasdaq on 30 days written notice either to Vendor or Subscriber. Nasdaq may also alter any term of this Agreement on 60 days written notice either to Vendor or Subscriber, and any use after such date is deemed acceptance of the new terms. In the event of Subscriber breach, discovery of the untruth of any representation of Subscriber, or where directed by NASD in its regulatory authority, Nasdaq may terminate this Agreement on not less than three (3) days written notice to Subscriber provided either by Nasdaq or Vendor.

18. Nasdaq does not endorse or approve any equipment, Vendor, or Vendor's Service.

19. Natural persons executing this Agreement warrant and represent that they are at least eighteen (18) years of age. Subscriber and the Person executing this Agreement on behalf of Subscriber which is a proprietorship, corporation, partnership or other entity, represent that such Person is duly authorized by all necessary and appropriate corporate or other action to execute the Agreement on behalf of Subscriber.

20. All notices, invoices, and other communications required to be given in writing under this Agreement shall be directed to: The Nasdaq Stock Market, Inc., 1735 K Street, NW, Washington, DC 20006, Attn.: Manager: Market Data Distribution, or to Subscriber at the last address known to the Vendor, and shall be deemed to have been duly given upon actual receipt by the parties, or upon constructive receipt if sent by certified mail, postage pre-paid, return receipt requested, at such address or to such other address as any party hereto shall hereafter specify by written notice to the other party or parties hereto.

21. Except as otherwise provided herein, no provision of this Agreement may be amended, modified, or waived, unless by an instrument in writing executed by a duly authorized signatory of the party against whom enforcement of such amendment, modification, or waiver is sought. No failure on the part of Nasdaq or Subscriber to exercise, no delay in exercising, and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement. If any of the provisions of this Agreement, or application thereof to any Person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to Persons or circumstances other than those as to which they are held invalid or unenforceable, shall not be affected thereby and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. The terms of this Agreement apply to those obligations that survive any cancellation, termination, or rescission, namely, obligations relating to intellectual property, indemnification, limitation of liability, warranties, disclaimer of warranties, and Exchange Act related provisions.

23. This Agreement shall be deemed to have been made in the United States in the State of Maryland and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Maryland, without reference to principles of conflicts of laws thereof. Subscriber hereby consents to submit to the jurisdiction of the courts of or for the State of Maryland in connection with any action or proceeding instituted relating to this Agreement.