

TO FINANCIAL ORGANIZATION AND ITS ASSIGNS:

In consideration of Shareholders Service Group, Inc., ("SSG") accepting and carrying an account for me, I understand and agree to the terms of the Customer Agreement, as amended from time to time.

1. **Legal Capacity.** I am at least 18 years of age and of full legal age in the state in which I reside.
2. **Disclosure of Professional Status.** I agree to promptly notify SSG in writing if I am now or if I become: (a) registered or qualified with the Securities and Exchange Commission, the Commodities Futures Trading Commission, the NASD, or any exchange or member firm; (b) an "investment advisor;" or (c) an employee of a bank, trust company, or any corporation the majority of the stock of which is owned or controlled by an exchange or broker/dealer.
3. **Applicable Rules and Regulations.** All transactions in my Account shall be subject to the rules, laws, regulations, customs, usages and provisions of the Securities Act of 1933 and the Securities Exchange Act of 1934, as amended, the Securities and Exchange Commission, the Federal Reserve, any applicable federal, state, or self-regulatory organization, and of the exchange, market, or clearing house where the transactions are executed by SSG, or its agents, subsidiaries and affiliates.
4. **No Advice.** I acknowledge that SSG and its employees will not provide legal, tax or accounting advice or advice regarding the suitability or profitability of a security or investment strategy, and I agree to hold SSG and its officers, directors, employees, agents and affiliates harmless with respect to transactions in or for my account.
5. **Transaction Fees.** Transaction charges and other incidental fees will be charged according to SSG's prevailing fee schedule, which I have received from my advisor. I may receive an updated schedule by contacting either SSG or my advisor.
6. **Transaction Settlements.** SSG is authorized to borrow or otherwise obtain the securities and/or other property necessary to enable SSG to make delivery and settle transactions on my behalf, and I agree to be responsible for any cost or loss SSG may incur, including the cost of borrowing and/or obtaining the securities and/or other property. I agree that SSG is my agent in all such transactions and is authorized to make advances and expend monies as required.
7. **Purchases of Securities.** I understand that SSG generally requires available funds or an equity deposit prior to acceptance of a purchase order.
8. **Sales of Securities.** I understand that SSG requires that stock certificates be in the account in good deliverable form prior to the acceptance of a sell order. Any order executed without negotiable certificates in the account will be subject, at SSG's discretion, to cancellation or buy-in. Proceeds of a sale cannot be paid out until certificate(s) have been received in good deliverable form and have cleared the books of the issuer's transfer agent.
9. **Liens.** All of the securities and other assets in any account in which I have an interest or which are in the possession or under the control of SSG shall be subject to a lien for the discharge of any and all indebtedness or any other obligation to SSG. In enforcing its lien, SSG at its sole discretion may determine which securities and/or other property are to be sold or which contracts are to be closed. In the event my account is liquidated, I will be liable for any resulting losses and all associated costs incurred by SSG.
10. **Debit Balances and Indebtedness.** Debit balances in any of my accounts may be charged interest in accordance with SSG's established custom, as disclosed pursuant to the provisions of Rule 10b-16 of the Securities Exchange Act of 1934. I agree to satisfy upon demand any indebtedness and to pay any debit balance owed, including reasonable costs, attorney's fees, and expenses of collection of any such indebtedness or debit balance.
11. **Customer's Responsibility Regarding Certain Securities and Offers.** Certain securities, such as warrants, stock purchase rights, convertible securities, offers to tender or exchange securities may grant the holder valuable rights that may expire unless the holder takes action. I am responsible for knowing the rights and terms of all securities in my Account, which may be altered from time to time by the issuer. SSG and its agents are not obligated to notify me of expiration or redemption dates or to take any action on my behalf, without specific instructions from me, except as required by law and applicable rules of regulatory authorities.
12. **Telephone Recording.** I understand and agree that for our mutual protection SSG may record my telephone conversations with SSG.
13. **Confirmations, Account Statements, and other Notices.** SSG may deem reports of transactions and other notices to be accepted by me if I do not provide written objection within five (5) days after such report is sent to me. In all cases, SSG reserves the right to determine the validity of my objection.
14. **Joint Accounts.** If there is more than one owner of the account, then each owner agrees that he or she shall be jointly and severally subject to the obligations of this agreement and to the liabilities for the account. SSG may follow the instructions of any of the joint owners concerning the account.
15. **Risk Disclosure.** I understand that the products and services provided by SSG: (a) are not insured by the Federal Depository Insurance Corp. (FDIC); (b) are not deposits of, obligations of, or guaranteed by SSG; and (c) may involve investment risk, including fluctuations in value and possible loss of principal.
16. **Arbitration Disclosure.** 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.
 - THE PANEL OF ARBITRATORS WILL TYPICALLY 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.
- Arbitration Agreement.** ANY CONTROVERSY BETWEEN YOU AND US SHALL BE SUBMITTED TO ARBITRATION BEFORE THE NEW YORK STOCK EXCHANGE, INC., ANY OTHER NATIONAL SECURITIES EXCHANGE ON WHICH A TRANSACTION GIVING RISE TO THE CLAIM TOOK PLACE (AND ONLY BEFORE SUCH EXCHANGE), OR THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. 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 CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN. THE LAWS OF THE STATE OF NEW YORK GOVERN.
- Applicability to Persons Not Residing in the U.S.** If I am not residing in the United States at the time of any controversy between me and SSG subject to this arbitration agreement, I agree to the provisions discussed above and the following additional provisions: (1) I agree that the rules of the organization administering the arbitration, namely the National Association of Securities Dealers, Inc., specifically provides for the designation of the place where the arbitration is to take place; (2) All arbitrations shall be held in the English language, unless otherwise agreed to by the parties.
17. **Exchange of Information.** I agree that SSG and its agents may request or exchange personal, financial, credit information, or other confidential information regarding me between them or with others in connection with my brokerage account. Information concerning my account will be confidential and will not be distributed, lent or resold by SSG for any purpose other than servicing my account. I authorize SSG to provide information related to my account responding to any subpoena, court order, or regulatory or law enforcement officials exercising appropriate jurisdiction. I expressly authorize SSG to obtain reports concerning my creditworthiness. Upon my written request, SSG will inform me whether it has obtained a credit report and the name and address of any reporting agency that provided it.
18. **Disclosures to Issuers.** Under Rule 14b-1(c) of the Securities Exchange Act of 1934, SSG or its agents are required to disclose to securities issuers the name, address, and position of its customers who are beneficial owners of such issuer's securities, unless I notify SSG in writing of my objection to such disclosure.
19. **Impartial Lottery Allocation System.** When SSG holds bonds or preferred stocks in street or bearer form which are callable, all or in part, I agree to participate in the impartial lottery allocation system of the called securities in accordance with the provisions of the rules of the New York Stock Exchange. I understand that when the call is favorable, no allocation will be made to any account in which SSG, their affiliates, directors, officers or employees, have a financial interest until all other customers' positions in such securities are satisfied on an impartial lottery basis.
20. **Best Execution.** Consistent with the overriding principle of best execution, orders placed through SSG will be routed to primary exchanges and other market centers, including regional securities exchanges and dealers which make markets over-the-counter. In an effort to obtain best execution, SSG or its agents may consider several factors, including price improvement opportunities (executions at prices superior to the then prevailing inside market on OTC or national best bid or offer for listed securities). SSG does not receive cash or non-cash payments for routing order flow, and does not consider reciprocal business arrangements in the routing of its orders. Details about compensation for a particular transaction will be provided upon request.
21. **Payment for Order Flow.** As required by the SEC and the NASD, SSG discloses payment for order flow practices (compensation received by placing orders through market makers and specialists on registered exchanges) when opening a new account, annually thereafter, and on confirmations. SSG does not receive payment for order flow. You may access current details about order routing at http://www.shareholdersgroup.com/pages/f_disclosure.htm
22. **Extraordinary Events.** SSG and its agents will not be liable for losses caused directly or indirectly by government restriction, exchange or market rulings, suspension of trading, computer or telephone failure, war, earthquakes, strikes or any other conditions beyond SSG's control.

Please keep this page for your records.

CUSTOMER AGREEMENT (continued)

- 23. Mutual Funds.** Mutual funds are sold by prospectus, which describe the funds' fees, expenses and sales charges. SSG may receive service fees, 12b-1 fees, administrative or distribution fees from mutual funds, cash sweep deposits or money market funds I hold. Fees paid to SSG by a fund may be in lieu of transaction fees paid by me, and such transaction fees may be greater or less than fees paid to SSG by the funds, depending on the value of my shares and the length of my holding period. SSG's Mutual Fund Network Guide details mutual fund risks, limitations and disclosures. I understand I may receive a prospectus on any fund including Exchange Traded Funds directly from the fund's distributor or SSG. I may avoid SSG's transaction fees by investing directly with the fund.
- 24. Specialized Investments.** As broker/dealer and agent of record for my account, SSG may receive compensation on certain investments in my account, such as limited partnerships or variable insurance products, purchased through SSG or transferred in from other firms. Details about compensation on a particular investment will be provided on request.
- 25. No Waiver.** No provision of this Agreement shall be waived, altered, modified or amended unless agreed to in writing signed by an officer of SSG.
- 26. Successors; Assignment.** This Agreement shall be binding upon my heirs, executors, administrators, personal representatives and assigns. This Agreement shall inure to the benefit of SSG and its successors, assigns and agents. SSG may assign its rights and duties under this Agreement to any of its subsidiaries or affiliates without giving you notice, or to any other entity upon prior written notice to you. I will not assign rights and obligations hereunder without first obtaining the prior written consent of SSG.
- 27. SIPC.** I may obtain information about the Securities Investor Protection Corp, including a SIPC brochure, from www.sipc.org, or at (202)371-8300.
- 28. Complaints.** Send complaints about the services provided by SSG to Shareholders Service Group 9845 Erma Rd., Suite 312, San Diego, CA 92131. 858-530-1031

Shareholders Service Group clears through Pershing, LLC, A Bank of New York Securities Group Company

BUSINESS CONTINUITY PLAN (BCP)

Shareholders Service Group (SSG) has a Business Continuity Plan with detailed policies and procedures in the event of a significant business disruption (SBD). SSG will take appropriate measures to safeguard employees and property, to assess financial and operational processes, and to protect the books and records. SSG will continue to service customers in the event of an internal or external SBD through its own means and/or with assistance of our clearing provider, Pershing. Depending upon the type of internal SBD (such as a fire or power outage), SSG may relocate its primary office to its designated alternative site. Business and operational services will continue through normal means with communications via telephone, cell phone, e-mail and the SSG website. In the event of an external SBD (such as a terrorist attack or a natural disaster), SSG and Pershing have back-up facilities and specific arrangements in place to provide continued service. Our clearing agent, Pershing, has its own BCP in place to ensure continuous, reliable delivery of service to customers while maintaining regulatory compliance. Alternative phone numbers to use in the event of a SBD are (858) 437-3171 or for Pershing, (201) 413-3635 or (213) 624-6100, ext. 500. This Business Continuity Plan may be modified at any time as needed. A current Business Continuity Plan summary is available on the SSG website, www.shareholdersgroup.com, under "Important Legal Information" on the home page. A written hard copy is available via mail upon request.

THE USA PATRIOT ACT & Customer Information

The USA PATRIOT Act is designed to detect, deter, and punish terrorists in the United States and abroad. The Act imposes new anti-money laundering requirements on brokerage firms and financial institutions. By April 24, 2002, all brokerage firms were required to have new, comprehensive anti-money laundering programs. To help you understand these efforts, we provide you this information about money laundering and our steps to implement the USA PATRIOT Act.

What is money laundering? Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering, and terrorism.

How big is the problem and why is it important? The use of the U.S. financial system by criminals to facilitate terrorism or other crimes could well taint our financial markets. According to the U.S. State Department, one recent estimate puts the amount of worldwide laundering activity at \$1 trillion a year.

What are we required to do to eliminate money laundering? Under rules required by the USA PATRIOT Act, our anti-money laundering program designates a special compliance officer, conducts employee training, conducts independent audits, and establishes policies and procedures to verify the identity of customers, detect and report suspicious transactions, and ensure compliance with the new laws. As part of our required program, we may ask you to provide various identification documents or other information. Until you provide the information or documents we need, we may not be able to open an account or effect any transactions for you. If you have questions, you may contact our Compliance Department at (858) 530-1031.

Sharing information with other financial institutions. We will share information with other financial institutions, including our clearing firm, about persons suspected of terrorist financing and money laundering, for the purpose of identifying and reporting activities that may involve terrorist acts or money laundering and to determine whether or not to establish an account or effect a transaction. We will employ proper procedures to ensure only relevant information is shared.

PRIVACY POLICY Shareholders Service Group ("SSG") Privacy Policy

This policy notice is provided to you in accordance with the Federal Financial Privacy Law, 15 U.S.C. 6801-6810. Title V of the Gramm-Leach-Bliley Act of 1999 required the Securities and Exchange Commission ("SEC") to adopt rules relating to the privacy of nonpublic personal information of consumers and customers. As a result, the SEC adopted Regulation S-P, "Privacy of Consumer Financial Information". Accordingly, SSG has adopted a privacy policy that addresses safeguards for the protection of its customer records and information. Shareholders Service Group's Privacy Policy states the following:

Protecting Your Information

"Customer Information" means information identifiable with a specific customer. SSG DOES NOT SELL ITS CUSTOMER INFORMATION TO ANYONE. WE WILL ONLY SHARE CUSTOMER INFORMATION WITH OTHERS AS STATED IN THIS POLICY OR UNDER TERMS OF THE USA PATRIOT ACT, UNLESS WE PROVIDE YOU WITH ADDITIONAL NOTICE OR ASK FOR YOUR PERMISSION. We value your trust and we carefully handle any information we possess about you. We will destroy documents that may contain customer information before discarding them. All SSG associates who have access to your information are required to treat Customer Information confidentially, and they are subject to disciplinary action if they fail to follow this requirement.

Information We Collect

SSG collects and uses various types of information to service your accounts. The Customer Information we collect and store generally consists of the following: Information gathered from applications, forms and other information you provide us, whether in writing, in person, by telephone, through your advisor, electronically or by any other means, such as your name, address, social security number, assets, income, and debt. Information about your transactions and your account experience with SSG, such as your account balances, trading activity, payment history and parties to transactions. Information from a consumer reporting agency regarding your creditworthiness or credit history. Information from other outside sources regarding their employment, credit, or other relationship with you, or verifying representations made by you to them, such as your employment history, loan or credit card balances.

Sharing Information with Third Parties

We may share Customer Information with unaffiliated third parties who perform services for SSG or in connection with servicing or processing the accounts, products and services that you have with us. These companies may include your advisor, other financial service providers, such as clearing firms, insurance companies, payment processing companies, check printing and data processing companies. These companies might assist us in a number of ways; for example, in fulfilling your service requests, or processing your transactions, providing reports for you and your advisor, or mailing your account statements.

We may disclose Customer Information we maintain about you to credit bureaus and similar organizations when required or permitted by law. Such shared information may include a disclosure in connection with a subpoena or similar legal process, a fraud investigation, an audit or examination. In addition, we may exchange customer information with reputable reference sources and clearinghouse services for purposes of credit reporting and verification. SSG will provide customers an initial notice of its privacy policy at the time of opening an account, and thereafter it will provide annual privacy update notices. SSG reserves the right to make changes to this policy. The statement of this Privacy Policy is available at our home office, on our company website at www.shareholdersgroup.com, and wherever other such documents may be required to be available. The Compliance Officer is responsible for implementing and monitoring this policy.