

CLIENT AGREEMENT

IMPORTANT INSTRUCTIONS

- Page 11 of this Client Account Agreement must be signed by all account registrants and returned to Sterne, Agee & Leach, Inc. using the return envelope provided.
- Write your Social Security/Taxpayer ID number and Client Account Number in the two spaces indicated on page 11.
- Retain the remainder of the document for your reference.
- Your immediate attention will avoid backup tax withholding from proceeds of sales and dividends.

Thank you,
Sterne, Agee & Leach, Inc.
(Clearing Firm for your Broker Dealer)

STERNE, AGEE & LEACH, INC. IS MEMBER NYSE/FINRA/SIPC

Client Account Agreement

Please read carefully

In consideration of Sterne, Agee, & Leach, Inc. accepting and carrying, or continuing to maintain and carry for my benefit, one or more securities accounts introduced to you by my broker-dealer, bank or other introducing firm ("Introducing Firm"), which Introducing Firm is intended to have the benefit and is a third-party beneficiary of, this Agreement, I agree to the following with respect to any and all of my securities accounts held by held by you:

1. **DEFINITIONS.** Throughout this Agreement, "I," "me," "we," "our," "us," and similar words means the owner(s) of the securities account(s) carried by Clearing Firm. "Clearing Firm" means Sterne, Agee & Leach, Inc., Sterne Agee Clearing, Inc. and their respective officers, directors, agents and employees. "Property" means securities of all kinds, monies, commodities and all other property usually and customarily dealt in by brokerage firms. Introducing firm shall mean the broker-dealer introducing my account to Sterne Agee and with which my financial representative is associated.
2. **ROLE OF STERNE AGEE.** I understand and agree that Introducing Firm is not acting as an agent of Clearing Firm, and Clearing Firm is not responsible for the conduct of Introducing Firm, even if Introducing Firm is one of Clearing Firm's affiliated companies. Clearing Firm's only responsibilities to me relate to custody of assets, the execution, clearing and book-keeping of transactions in my accounts. Clearing Firm may accept from Introducing Firm, without inquiry or investigation, orders for the purchase or sale of securities and other property, on margin or otherwise, and any other instructions concerning my account, including but not limited to instructions to release confidential account information or other nonpublic personal or financial information to a third party service provider. I agree to indemnify and hold Clearing Firm harmless from any loss, damage, or liability arising out of, or in any way related to or by reason of the release of such personally identifiable information to a third party service provider pursuant to good faith reliance on instructions from Introducing Firm.
3. **MY REPRESENTATIONS.** If I am a natural person, I represent and warrant the following: (a) I am of legal age to enter into contracts in the state of my domicile; (b) unless I have notified you otherwise in writing and, if required, provided you with a letter of approval from my employer, I am not an employee of (i) an exchange, (ii) a company a majority of the capital interests of which are owned by an exchange, (iii) a company that is a member of an exchange or of FINRA, or (iv) a bank, trust company or insurance company; and (c) I will promptly notify Introducing Firm in writing if any of the above representations becomes materially inaccurate.

I further represent that I have disclosed whether I am a director, 10% shareholder, or policy-making officer of a publicly traded company and that I will inform Introducing Firm promptly, in writing, if I attain such a position. I agree to promptly notify you, in writing, if I am now, or if I become: (a) registered or qualified in any capacity with the Securities and Exchange Commission, the Commodity Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association; (b) an "investment adviser" as that term is defined in Paragraph 202(a)(11) of the Investment Advisers Act of 1940, as amended, (whether or not registered or qualified under that act); or (c) employed by a bank or other organization exempt from registration under federal and/or state securities laws to perform functions that would require me to be so registered or qualified if I were to perform such functions for an organization not so exempt.

I also represent that no one except me has an interest in my account.

4. THE ACCOUNT.

Type of Account. The account is a cash and/or margin brokerage securities account that may be used to purchase or sell securities and other property.

Routing of Orders. All orders authorized by me for the purchase or sale of securities or other property, which may be listed on more than one exchange or market, may be executed on any exchange or market selected by Introducing Firm or Clearing Firm or their respective agents unless otherwise specifically directed by me.

Recommendations. Neither Introducing Firm nor Clearing Firm is are under any obligation to make any recommendations to me regarding the purchase or sale of securities or other property. I understand that Clearing Firm will not provide any investment advice to me, nor will Clearing Firm give advice or offer any opinion with respect to the suitability of any transaction or order. I understand that any recommendations made by Introducing Firm are merely suggestions that may be based upon Introducing Firm's then present opinion about the likelihood of future events. I understand that any recommendations made by Introducing Firm do not guaranty profit, performance or any future development. Neither Introducing Firm nor Clearing Firm is under any obligation to keep me informed about developments in the market concerning securities and other property, even if they have recommended such securities and other property.

Order Placement. I understand that Introducing Firm and Clearing Firm accept only verbal orders or orders placed through electronic order entry systems provided or approved by Clearing Firm ("Electronic Order Entry Systems") for the purchase and sale of securities and other property, and are not responsible for orders sent through the mail, fax, e-mail, text messages or other forms of electronic communication, or orders left via voice mail or answering machines. If I use an Electronic Order Entry System, I understand and agree that I am responsible for maintaining the confidentiality and security of my User ID, password and/or other information required to access the Electronic Order Entry Systems

("Access Information"). Any order placed through an Electronic Order Entry System accessed using my User ID and password shall be conclusively presumed to be placed or authorized by me. I hereby represent, acknowledge and agree with respect to all orders for the purchase or sale of securities or other property placed or authorized by me that I actually intend to purchase or sell of such securities or other property and that it is my intention and obligation in every case to deliver securities to cover any and all sales or to pay for any and all purchases.

Purchases. I understand that in order to process my orders to purchase securities and other property Introducing Firm and Clearing Firm generally require that my account contain available funds equal to or greater than the purchase price of the securities and other property prior to the placement of an order. Introducing Firm and Clearing Firm may, in their sole discretion, accept an order without sufficient funds in my account, in which case I will submit payment promptly to assure that payment will be received by settlement date. Any order accepted and/or executed by Introducing Firm or Clearing Firm while the account does not hold sufficient funds may be, in Introducing Firm's or Clearing Firm's sole discretion, cancelled or liquidated. I agree that if Clearing Firm fails to receive payment for securities and other property purchased Clearing Firm may, without prior demand or notice, sell securities and other property held in any of my accounts. Any loss resulting therefrom may be charged to my account.

Sales. I agree that in giving orders to sell securities and other property, all "short" sales orders will be designated as "short" and all "long" sales orders will be designated as "long." "Short sale" means any sale of a security not owned by the seller or any sale that is consummated by delivery of a borrowed security. I understand that the execution of a short sale is contingent upon Clearing Firm's affirmative determination that arrangements have been made to borrow the necessary securities or otherwise obtaining sufficient assurance that delivery can be made by the settlement date. I agree that Clearing Firm may, in its sole discretion, immediately cover any short sales in my account. The designation on a sale order as "long" is a representation on my part that I own the security, and if the security is not in the account at the time of the contract for sale, I agree to deliver the security to Clearing Firm by settlement date. In case of any non-delivery of a security sold by me (whether short or long), Clearing Firm is authorized to purchase the security to cover my position and charge any loss, commissions and fees to my account. I understand that Clearing Firm's systems are set to allocate sales to the oldest tax lots in my account (in other words, on a first in first out (FIFO) basis), and I am responsible to notify Introducing Firm if I wish to allocate a sale to a specific tax lot other than on a FIFO basis. I further understand that tax lot allocations may not be changed past transaction settlement date.

Limit Orders. If I place a limit order, I understand that Introducing Firm and Clearing Firm reserve their respective rights, while my limit order remains unexecuted, to trade for their own respective market-maker accounts at prices equal to or better than my limit order price and not to execute my order against incoming orders from other customers.

Cancellation/Modification Requests. I understand that any attempt to cancel or modify an order is merely a request to cancel or modify. Cancellation and modification requests are accepted on a best efforts basis only and cancellation or modification is not guaranteed.

Corrected and Late Trade Reports. I understand that from time to time Clearing Firm may receive late and/or erroneous trade reports from exchanges or market makers. I understand and agree that the status of orders which are not reported to me or which are reported as having expired, been cancelled or been executed, may be changed in response to such late and/or erroneous reports in order to reflect what actually occurred in the marketplace with respect to such order.

Impartial Lottery Allocation System. When Clearing Firm holds on my behalf bonds or preferred stocks in street or bearer form which are callable in part, I agree to participate in the impartial lottery allocation system of the called securities in accordance with the provisions of the New York Stock Exchange, Inc. ("NYSE") and/or Financial Industry Regulatory Authority ("FINRA") rules. Further, I understand when the call is favorable, no allocation will be made to any account in which Clearing Firm, its officers, or employees, have a financial interest until all other clients' positions in such securities are satisfied on an impartial lottery basis.

Restrictions on Trading; Termination. I understand that either Introducing Firm or Clearing Firm may, in its sole discretion, prohibit or restrict trading of securities or substitution of securities in any of my accounts. Each of Introducing Firm and Clearing Firm has the right to terminate any of my accounts (including multiple owner accounts) at any time by notice to me.

Options Positions. I agree not to enter into any purchase or sale of equity, debt, foreign currency or index put & call options or Index Participations without having read and fully understood the terms, conditions and risks, as set forth in the Characteristics and Risks of Standardized Options booklet and/or Index Participations booklet, and applicable supplements, which will be furnished to me by Introducing Firm prior to any such transactions. I understand my short option positions are assigned on a random selection method pursuant to an automated system. All short option positions can be assigned at any time including the day written.

Notice of Exercise of Options. If I purchase any listed option, I will notify Introducing Firm of my intention to exercise such option no later than two hours before the expiration time of the option (one hour in the case of an over-the-counter option). Failure to give such notice will constitute an abandonment of the option, in which event it may be exercised for my account if it would be profitable to do so. Except as required by the Options Clearing Corporation Rules, neither Introducing Firm nor Clearing Firm has any obligation to exercise any option absent specific instructions from me to that effect. If it would not be profitable for my account due to commission expenses, it may be permitted to expire or, in their sole discretion, sold or acquired by Introducing Firm or Clearing Firm for some equitable payment to me based on their expenses and risk, without any liability or responsibility to me.

Control or Restricted Securities. Prior to placing an order in connection with any securities subject to Rule 144 or 145(d) of the Securities Act of 1933, I understand and agree that I must advise Introducing Firm of the status of the securities and furnish Introducing Firm with the necessary documents (including opinions of counsel, if requested) to clear legal transfer. I acknowledge that there may be delays involved with the processing of control or restricted securities. I will not hold Introducing Firm or Clearing Firm liable for any losses caused directly or indirectly by such delays. Either Introducing Firm or Clearing Firm may, in its sole discretion, require that control or restricted securities not be sold or transferred until such securities clear legal transfer.

Rules and Regulations. I understand that all transactions in my account are subject to the constitution, rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed. Also, where applicable, the transactions shall be subject to the provisions of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, the Commodities Exchange Act, as amended, and to the rules and regulations of the Securities and Exchange Commission, the Board of Governors of the Federal Reserve System and any applicable self-regulatory organization, and all other federal, state and local statutes, rules and regulations.

5. **TRANSFER OF FUNDS BY WIRE.** By providing instructions to transfer funds by wire from my account to any bank or other entity, I agree to provide an accurate account number designating the account to receive such funds. I acknowledge that the bank or other receiving entity may be under no obligation to verify the identity of the beneficiary of the funds transfer and may rely exclusively upon the account number provided by me. I agree to indemnify and hold Introducing Firm and Clearing Firm harmless from and against all liabilities arising from the provision by me of an inaccurate account number.
6. **TRANSFER OF EXCESS FUNDS; EXCHANGE RATE FLUCTUATIONS.** Excess funds held in my account may be transferred between any of my accounts (including commodity accounts) for any reason not in conflict with the Commodity Exchange Act or any other applicable law. If any transactions are effected on an exchange in which a foreign currency is used, any profit or loss as a result of a fluctuation in the exchange rate will be charged or credited to my account.
7. **TEMPORARY INVESTMENT OF FREE CREDIT BALANCES; BOND PRINCIPAL AND INTEREST PAYMENTS.** I authorize and direct each of Introducing Firm and Clearing Firm to invest or deposit on a periodic basis the available free credit balance in my account in such money market mutual fund, interest-bearing deposit account, or such other accounts or arrangements as Clearing Firm may from time to time make available (collectively "Cash Sweep Options") as I have specified. If I have failed to specify a Cash Sweep Option, I authorize, but do not require, Clearing Firm to invest or deposit on a periodic basis the available free credit balance in my account in such Cash Sweep Option as Clearing Firm may select. I understand that if Clearing Firm has selected a Cash Sweep Option for my account, I may select a different available Cash Sweep Option at any time by providing instructions to Introducing Firm.

I understand that from time to time, Clearing Firm may make new Cash Sweep Options available, modify existing Cash Sweep Options, or stop offering an existing Cash Sweep Option. I understand that Clearing Firm will give me advance notice of any such change in the available Cash Sweep Options that affects my account and, unless I notify Introducing Firm of my objection to such change within the time period specified by you, I authorize Clearing Firm, in its sole discretion, to redeem shares and/or withdraw cash from my prior Cash Sweep Option and transfer the entire balance to the new Cash Sweep Option. In the event Clearing Firm discontinues a Cash Sweep Option, I authorize Clearing Firm, in its sole discretion, to transfer balances over time by redeeming shares and/or withdrawing cash from the discontinued Cash Sweep Option as necessary to pay obligations relating to my account, while at the same time sweeping free credit balances into the new Cash Sweep Option.

With respect to bond principal and interest payments, Clearing Firm may credit my account with principal and interest due on the payment dates and is entitled to recover any such payments from me if Clearing Firm does not actually receive same from the trustee or paying agent. With respect to debts arising from bond principal and interest payments or any other debts, Clearing Firm may redeem my money market fund shares, without notice, to the extent necessary to satisfy any debts arising in any of my accounts. I acknowledge that interest will not be paid to me on credit balances in any of my accounts unless specifically agreed to by Clearing Firm in writing.

8. **FEES AND CHARGES.** I understand that Introducing Firm and Clearing Firm may impose various service charges and other fees relating to my account as well as charge commissions and other fees for execution of transactions to purchase and sell securities, put & call options or other property, and I agree to pay such charges, commissions and fees at Introducing Firm's and Clearing Firm's then prevailing rates. I also understand that such

charges, commissions and fees may be changed from time to time without notice to me and I agree to be bound thereby. I may be subject to an administrative fee on any of my accounts which produce insufficient commission revenue for any calendar year and I will be notified prior to this fee being applied. I agree to pay Clearing Firm a late charge, to the extent permitted by law, if I purchase securities on a cash basis and fail to pay for such securities by settlement date. Any late charge imposed will be at the maximum rate of interest set forth in Clearing Firm's disclosure statement and may be charged from the settlement date to the date of payment.

9. **ACCURACY OF REPORTS; COMMUNICATIONS.** I understand that I am solely responsible to review trade confirmations and account statements for accuracy. Confirmation of orders and statements of my accounts shall be conclusive if not objected to in writing within ten days after mailing to me. In the event I fail to receive a confirmation within ten days from the date of a transaction in my account, I agree to notify Introducing Firm immediately in writing. Communications mailed to me at the address specified by me shall, until Introducing Firm and Clearing Firm have received notice in writing from me of a different address, be deemed to have been personally delivered to me and I agree to waive all claims resulting from failure to receive such communications.
10. **SECURITY INTEREST.** As security for the payment of all liabilities or indebtedness presently outstanding or to be incurred under this or any other agreement between us, and for all liabilities or indebtedness I may have to Clearing Firm now or in the future, I grant Clearing Firm a continuing security interest, lien, and right of set-off in and to any and all securities and other property belonging to me or in which I have an interest and which is carried by Clearing Firm in any of my accounts or which is otherwise held by Clearing Firm. All such securities and other property shall be subject to such security interest, lien, and right of set-off as collateral for the discharge of my obligations to Clearing Firm, wherever or however arising and without regard to whether or not Clearing Firm has made loans with respect to such securities and other property. Clearing Firm is hereby authorized to sell and/or purchase any and all securities and other property in any of my accounts or otherwise held by Clearing Firm and to liquidate any open commodity futures or forward contracts in any of my accounts without notice in order to satisfy such obligations. In enforcing its security interest, Clearing Firm shall have the discretion to determine which property is to be sold and the order in which it is to be sold and shall have all the rights and remedies available to a secured party under the Alabama Uniform Commercial Code. Without Clearing Firm's prior written consent, I will not cause or allow any of the collateral held in my account, whether now owned or hereafter acquired, to be or become subject to any liens, security interests, mortgages or encumbrances of any nature other than Clearing Firm's security interest.
11. **LIQUIDATION OF COLLATERAL OR ACCOUNT.** Clearing Firm may sell any or all securities and other property held in any of my accounts and cancel any open orders for the purchase or sale of securities and other property without notice in the event of my death or whenever in its sole discretion Clearing Firm considers it necessary for its protection. In such events Clearing Firm also may borrow or buy-in all securities and other property required to make delivery against any sale, including a short sale, effected for me. Such sale or purchase may be public or private and may be made without advertising or notice to me and in such manner as Clearing Firm may in its sole discretion determine. No demands, calls, tenders or notices which Clearing Firm may make or give in any one or more instances shall invalidate the foregoing waiver on my part. At any such sale, Clearing Firm may purchase the property free of any right of redemption and I shall be liable for any deficiency in my accounts.
12. **LOANS.** From time to time Clearing Firm may, in its discretion, make loans to me for any purpose, including the purpose of purchasing, carrying or trading in securities or other property, or for a purpose other than purchasing, carrying or trading in securities or other property. Any such loans shall be secured by the securities and other property in my account pursuant to the above granted security interest and are intended to be margin loans within the meaning of the United States Bankruptcy Code. The minimum and maximum amount of any particular loan may be established by Clearing Firm in its sole discretion regardless of the amount of collateral delivered to Clearing Firm, and Clearing Firm may change such minimum and maximum amounts from time to time.
13. **PAYMENT OF LOANS ON DEMAND.** I agree to pay ON DEMAND any balance owing with respect to any of my accounts, including interest and commissions and any costs of collection (including attorneys' fees, if incurred by you). I understand that Clearing Firm may demand full payment of the balance due in my accounts plus any interest charges accrued there on, at Clearing Firm's sole option, at any time without cause and whether or not such demand is made for Clearing Firm's protection. I understand that all loans made are not for any specific term or duration but are due and payable at Clearing Firm's sole discretion upon a demand for payment made to me. I agree that all payments received for my accounts including interest, dividends, premiums, principal or other payments may be applied by Clearing Firm to any balances due in my accounts.
14. **MAINTENANCE OF COLLATERAL.** If my account is a margin account, I understand that the securities and other property in my Margin Account may be carried as general loans and may be pledged or hypothecated by Clearing Firm separately or in common with securities or other property. The pledge or hypothecation may secure Clearing Firm's indebtedness equal to or greater than the amount owed to Clearing Firm by me. I agree to deposit additional collateral, as Clearing Firm may in its discretion require from time to time, in the form of cash or securities in accordance with the rules and regulations of the Federal Reserve Board, the NYSE, other national securities exchanges, associations or regulatory agencies under whose jurisdiction Clearing Firm is subject and Clearing Firm's own minimum house margin maintenance requirements. In the event I no longer maintain a debit balance or indebtedness to Clearing Firm, it is understood that Clearing Firm will fully segregate all securities in my accounts in its safekeeping or control (directly or through a clearing house) and/or deliver them to me upon my request.

15. INTEREST CHARGES AND PAYMENTS. I agree to pay interest, to the extent not prohibited by the laws of the State of Alabama, upon all amounts advanced and other balances due in my accounts in accordance with Clearing Firm's usual custom, which may include the compounding of interest. Clearing Firm's custom, which may change from time to time, is set forth in its disclosure statement, which by this reference is herein specifically incorporated. By entering into any transactions after I receive Clearing Firm's disclosure statement, I acknowledge that I have read and agreed to its terms for all past and future transactions in my account. I understand that interest on all debit balances shall be payable ON DEMAND and that in the absence of any demand interest shall be due on the first business day of each interest period. My daily net debit balance will include accrued interest I have not paid from prior interest periods, if any. I understand that to the extent permitted by applicable law Clearing Firm may charge me interest on the unpaid interest previously added to my debit balance; that is, Clearing Firm may charge me compound interest. Payments of interest and principal and all other payments made by me under this agreement shall be made to Clearing Firm's main office in Birmingham, Alabama. Clearing Firm may, in its sole discretion, not deem any check or other remittance to constitute payment until it has been paid by the drawee and the funds representing such payment have become available to it.

16. CREDIT AND BUSINESS CONDUCT INFORMATION AND INVESTIGATION. I authorize Clearing Firm at its sole discretion to obtain reports and to provide information to others concerning my credit standing and my business conduct. Clearing Firm may ask credit reporting agencies for consumer reports of my credit history. Upon my request, Clearing Firm will inform me whether its has obtained any such consumer reports and, if it has, will inform me of the name and address of the consumer reporting agency that furnished the reports.

I understand and acknowledge that I have been notified that a negative credit report reflecting on my credit record may be submitted to a credit reporting agency if I fail to fulfill the terms of my credit obligations.

I understand that, under the Fair Credit Reporting Act, I have the right to notify Clearing Firm if I believe it has reported inaccurate information about my account to any consumer reporting agency. Such notices will be in writing and include my name, current address, social security number, telephone number, account number, type of account, specific item or dispute, and the reason why I believe the information reported is in error.

17. JOINT ACCOUNTS: With respect to our joint accounts:

We agree that each of us has the authority (i) to give instructions concerning the account, including but not limited to instructions to buy, sell (including short sales), and otherwise deal in securities, options or other property, on margin or otherwise, and instructions to make deliveries or payment of securities or other property in the account, whether to one or more of us or to third parties; (ii) to communicate to and receive information concerning the account, including but not limited to confirmations, statements and communications of every kind; (iii) to receive money, securities and other property from the account and to dispose of same; (iv) to make, terminate, or modify agreements relating to these matters or waive any of the provisions of such agreements; and (v) generally to deal with Introducing Firm and Clearing Firm as if each of us alone were the account owner, all without notice to the other account owners. We agree that notice to any account owner shall be deemed to be notice to all account owners. Each account owner shall be jointly and severally liable for all obligations arising under this Agreement.

We agree that Introducing Firm and Clearing Firm are authorized to follow the instructions of any account owner in every respect concerning the account, including but not limited to demands for delivery of any securities or other property in the account to, or upon the instructions of, any account owner and demands for payment of any or all monies at any time or from time to time in the account to, or upon the order of, any account owner, even if such deliveries or payments are to or for the benefit of such account owner personally (including payments to third-parties) and not for the benefit of the joint account owners. We agree that neither Introducing Firm nor Clearing Firm shall be under any duty or obligation to inquire into the purpose or propriety of any such demand for delivery of securities or payment of monies.

At any time either Introducing Firm or Clearing Firm may, in its sole discretion and without liability because of fluctuating market conditions or otherwise, require joint or collective action by more than one account owner with respect to any matter concerning the account, including but not limited to the giving or cancellation of orders and the withdrawal of monies, securities or other property.

Notwithstanding any of the foregoing, each of Introducing Firm and Clearing Firm is authorized, in its sole discretion and without liability because of fluctuating market conditions or otherwise, to do any one or more of the following: (i) select which account owners instructions to follow and which to disregard; (ii) suspend all activity in the account and refuse to buy, sell or trade any securities or other property and refuse to disburse any securities or other property except upon the written instructions of all account owners; (iii) suspend all activity in the account and refuse to buy, sell or trade any securities or other property and refuse to disburse any securities or other property except upon the instructions of a court of competent jurisdiction; (iv) close the account and send any and all securities and other property by ordinary mail to the address of record, and (v) file an interpleader action in any appropriate court, in which event Introducing Firm or Clearing Firm, as the case may be, shall be entitled to recover all costs including reasonable attorneys' fees in an amount set by the court. (We agree that filing of such an interpleader is an extraordinary event and will not be deemed a violation or waiver of the arbitration provisions of this Agreement).

Each of us agrees, jointly and severally, to hold harmless and indemnify each of Introducing Firm and Clearing Firm from and against any losses, cause of action, damages, and expenses (including attorneys' fees) arising from or as a result of following the instructions

of any account owner or exercising any one or more of the rights granted in the immediately preceding paragraph.

In the event of the death of any account owner, the survivor(s) shall immediately give Introducing Firm and Clearing Firm written notice thereof, and each of them may, before or after receiving such notice, take such actions, require such documents, retain such portion of the account and/or restrict transactions in the account as it may deem advisable to protect against any tax, liability, penalty or loss under any present or future laws or other-wise. The estate of any deceased account owner and each surviving account owner will continue to be jointly and severally liable to Introducing Firm and Clearing Firm for any net debit balance or loss in the account resulting from the completion of transactions initiated prior to its receipt of a written notice of death of the deceased account owner or incurred in the liquidation of the account or the adjustment of the interest of the account owners and/or any third party interests. Any taxes or other expenses becoming a lien against or being payable out of the account as the result of the death of any account owner or through the exercise by his or her estate or representatives of any rights in the account may be charged against the interest of the estate of the decedent; provided, however, this provision shall not release the surviving account owners from any liability provided for in this agreement.

In the event we have failed to clearly manifestly express our intent otherwise in the Account Application, Introducing Firm and Clearing Firm may presume that it is our express intention to create an estate or account as joint tenants with rights of survivorship and not as tenants-in common or tenants by the entirety.

In the event of the death of an owner of an account held by spouses as tenants by the entirety or as joint tenants with right of survivorship, the death of either of the joint account owners shall vest the interest of the deceased account owner in the surviving account owner, who may continue to exercise full authority over the account, subject to Introducing Firm's and/or Clearing Firm's right of set-off against the account for any amounts owed by the decedent or the surviving account owner.

In the event of the death of an owner of an account held as tenants in common, we agree that the percentage of ownership of the account held by each of the account owners as of the close of business on the date of the death of the deceased account owner (of on the next following business day if the date of death is not a business day) will be equal unless a different tenancy percentage is specified by the account owners in the Account Application.

If we have designated our account as a community property account, we agree that Introducing Firm and Clearing Firm may treat all property placed in the account and any proceeds generated by the property in the account as community property. We understand that this designation is intended only for our convenience and is not intended in any way to change the substantive status of the ownership of the property or the proceeds thereof. We authorize Clearing Firm to receive into the account any securities and/or other property delivered to it by or for either of us without delineation as to the actual ownership of the property.

In any situation where Clearing Firm cannot determine to its sole satisfaction the proper distribution of securities and/or other property from a joint account upon the death of an account owner, Clearing Firm may, in its sole discretion, freeze the account indefinitely pending a resolution deemed satisfactory by Clearing Firm, such as (without limitation) a binding agreement among all interested parties or a final decision of an arbitrator or court having jurisdiction over the matter.

We understand and agree that, notwithstanding the provisions of Section 22 of this Agreement which shall govern the contractual obligations of the parties with respect to my account; the legal ownership of my account shall be governed by and implemented under the internal laws of the state of my residence.

18. NO LEGAL OR TAX ADVICE. I understand and agree that neither Introducing Firm nor Clearing Firm provides any legal or tax advice. I understand and agree that neither Introducing Firm nor Clearing Firm shall be obligated under any circumstances to render any advice or take any action with respect to legal proceedings regarding securities or other property held or formerly held in my account or the issuer thereof.

19. ARBITRATION. THIS AGREEMENT CONTAINS A PRE DISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

(A) ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.

(B) ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.

(C) THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.

(D) THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARDS UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.

(E) THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBI-

TRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

(F) THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.

(G) THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

ANY PARTY TO THIS AGREEMENT SHALL HAVE THE RIGHT TO SEEK JUDICIAL REVIEW IN ANY COURT OF COMPETENT JURISDICTION OR ANY COURT BEFORE WHOM AWARDS MAY BE CONFIRMED, CONSISTENT WITH APPLICABLE LAW WHAT WOULD BE AFFORDED IF THE MATTER HAD BEEN DETERMINED IN A JUDICIAL FORUM, OF ANY ARBITRAL AWARD; (i) WITH RESPECT TO ANY GRANT OR DENIAL OF RELIEF IN THE FORM OF PUNITIVE OR EXEMPLARY DAMAGES, OR IN THE FORM OF AN AWARD OF ATTORNEY'S FEES, TO THE EXTENT OF DETERMINING WHETHER SUCH GRANT OR DENIAL WAS IN ACCORD WITH APPLICABLE LAW; AND (ii) WITH RESPECT TO ANY OTHER MATTER, TO THE EXTENT OTHERWISE PERMITTED IN ACCORDANCE WITH APPLICABLE LAW. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE ABILITY OF A CUSTOMER TO FILE A CLAIM OR THE AUTHORITY OF THE ARBITRATORS TO MAKE AN AWARD, INCLUDING AN AWARD OF PUNITIVE DAMAGES OR ATTORNEY'S FEES, IF THEY WOULD BE AVAILABLE UNDER APPLICABLE LAW.

Any controversy: (1) arising out of or relating to any of my accounts maintained individually or jointly with any other party, in any capacity, with you; or (2) relating to my transactions or accounts with any of Introducing Firm's or Clearing Firm's predecessor firms by merger, acquisition or other business combination from the inception of such accounts; or (3) with respect to transactions of any kind executed by, through or with Introducing Firm, Clearing Firm or their respective officers, directors, agents and/or employees; or (4) with respect to this agreement or any other agreements entered into with Introducing Firm or Clearing Firm and relating to my accounts, or the breach thereof, shall be resolved by arbitration conducted only at the NYSE, FINRA or any self-regulatory organization ("SRO") subject to the jurisdiction of the Securities and Exchange Commission and pursuant to the arbitration procedures then in effect of any such exchange or SRO as I may elect. If I do not make such election by registered mail addressed to Introducing Firm's or Clearing Firm's main office, as the case may be, within 5 days after demand that I make such election, then Introducing Firm or Clearing Firm, as the case may be, will have the right to elect the arbitration tribunal of its choice. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce any agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent state herein.

20. **USE OF THIRD-PARTY INVESTMENT ADVISERS.** If I have provided an investment adviser not affiliated with Introducing Firm or Clearing Firm (a "Third-Party Investment Adviser") authority to trade securities in my account on a discretionary basis, or if I am relying on the non-discretionary advice of a Third Party Investment Adviser in managing my account, I acknowledge and agree that neither Introducing Firm nor Clearing Firm has any responsibility or liability to me for trading strategies or securities transactions effected or recommended by the Third Party Investment Adviser.

21. **SECURITIES CONTRACT.** It is the intent of the parties hereto that this contract, each purchase and sale of securities hereunder, and each extension of credit hereunder constitute a "securities contract" within the meaning of the United States Bankruptcy Code.

22. **GOVERNING LAW AND APPLICABLE REGULATIONS.** This agreement, including the arbitration provisions contained herein, shall be governed by the laws of the State of Alabama without giving effect to the choice of law or conflict of laws provisions thereof.

23. **BINDING EFFECT.** This agreement and its terms shall be binding upon my heirs, executors, successors, administrators, assigns, committee and/or conservators ("successors"). In the event of my death, incompetency or disability, whether or not any successors of my estate and property shall have qualified or been appointed, each of Introducing Firm and Clearing Firm may continue to operate as though I were alive and competent and may liquidate my account as described in Section 11 above without prior notice to or demand upon my successors. This agreement shall inure to the benefit of Introducing Firm, Clearing Firm and their respective assigns and successors, by merger, consolidation or otherwise, and each of them may transfer my accounts to any of their respective successors and assigns in their sole discretion).

24. **WAIVER NOT IMPLIED.** Failure of Introducing Firm or Clearing Firm to insist at any time upon strict compliance with this agreement or with any of its terms or any continued course of such conduct on their part shall not constitute or be considered a waiver by either of them of any of their respective rights.

25. **SEVERABILITY.** If any provision of this agreement is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed rescinded or

modified in order to comply with the relevant law, rule or regulation. All other provisions of this agreement will continue and remain in full force and effect.

26. **ASSIGNMENT OF RIGHTS.** I understand and agree that Introducing Firm and Clearing Firm may assign their respective rights and duties under this Agreement to any subsidiary, affiliate, or successor by merger or consolidation without notice to me, and to any other entity after thirty days written notice to me.

27. **ELECTRONIC COMMUNICATIONS.** I understand and acknowledge that any and all electronic mail ("e-mail") communications from Clearing Firm and/or its affiliates regarding my account will be from an e-mail address ending in "@sterneagee.com" and that e-mails ending any other way are not authorized by Clearing Firm or its affiliates. I have been advised to contact Clearing Firm's Compliance Department at (205) 380.1707 in the event I receive any unauthorized communication from someone representing themselves as a representative of Clearing Firm.

28. **PAYMENT FOR ORDER FLOW.** Sterne, Agee & Leach, Inc. ("SALI") may receive payment for order flow in the form of a rebate that will vary based upon order, execution type and venue. A rebate usually occurs when SALI provides liquidity to the market; if SALI removes liquidity from the market the firm is generally charged a fee. SALI only takes payment for order flow into consideration for orders that at the time of entry are not executable. Any executable orders are sent to market centers meeting acceptable best execution standards and are reviewed for such on a quarterly basis by SALI's best execution committee.

29. **CHANGES TO FINANCIAL CIRCUMSTANCES OR INVESTMENT NEEDS.** I hereby acknowledge that I will advise Introducing Firm in writing of any material change in my financial circumstances, investment objectives, risk tolerances or any other matter impacting my investment needs.

30. **RECORDING OF COMMUNICATIONS.** I (i) acknowledge that Introducing Firm and/or Clearing Firm may electronically monitor, view or record, at any time and from time to time, any and all communications (including without limitation all phone conversations, video chats, emails, electronic communications, written correspondence, instant messages, text messages, blog posts, "tweets," social media messages and posts, and any other types of communications now known or later developed) I may have with either of them, (ii) consent to such monitoring, viewing and recording and waive any further notice of such monitoring or recording, (iii) agree to notify my officers, employees and authorized agents (if applicable) who communicate with either of them on behalf of me, of such monitoring, viewing or recording, and (iv) agree that any such monitoring or recording may be submitted into evidence in any suit, trial, hearing, arbitration, or other proceeding.

31. **NOTICE TO ISSUERS.** Under Rule 14b-1(c) promulgated under the Securities Exchange Act of 1934, as amended, brokers are required to disclose to an issuer the name, address, and position of persons who are beneficial owners of that issuer's securities unless such persons object. Unless I notify Introducing Firm of my objection in writing, Introducing Firm and/or Clearing Firm will make such disclosures to issuers.

32. **ADOPTION OF AGREEMENT, MODIFICATIONS AND AMENDMENTS.** I understand and agree that my placement of any order with Introducing Firm or Clearing Firm, provision of any direction to either of them, or deposit of securities or other property with Clearing Firm following my receipt of this Agreement shall constitute conclusive proof of my acceptance of this Agreement. This agreement supersedes any prior Customer's or Client's Agreement (except those governing transactions in my commodity accounts) made with Introducing Firm or Clearing Firm or any of their respective predecessors or assignors. To the extent this agreement is inconsistent with any other agreement governing my account, other than an agreement with Sterne Agee Investment Advisors, Inc. or Sterne Agee Asset Management, Inc., the provisions of this agreement shall govern. Clearing Firm may modify this agreement at any time, in any respect, effective upon written notice to me. This agreement is not subject to any oral modification.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: We will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. A corporation, partnership, trust or other legal entity may need to provide other information, such as its principal place of business, local office, employer identification number, certified articles of incorporation, government-issued business license, a partnership agreement, or a trust agreement.

IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS AGREEMENT BEFORE SIGNING

By signing below, I hereby agree as follows:

A. Under the penalties of perjury, I certify that (check all that apply):

1. I am a U.S. Person (including U.S. Resident Alien) AND
a. The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because (a) I am exempt from backup withholding, (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

OR

- b. The number shown on this form is correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and I am subject to backup withholding.

OR

2. I am not a U.S. person (including a U.S. Resident Alien) and am submitting appropriate FORM W-8 together herewith.
B. I have received a copy of, read and understand the Client Account Agreement and agree to the terms and policies thereof.
C. I have received, read and agree to the Credit Terms and Policies. I understand that the Credit Terms and Policies may change from time to time and agree to be bound by such changed Credit Terms and Policies.
D. I/we acknowledge receipt of the Cash Sweep Program Disclosure Statement accompanying this Agreement. If I/we have instructed my/our Introducing Firm or its representative to sweep free credit balances in my/our account into an investment option available in the Cash Sweep Program, I/we hereby consent to the inclusion of the free credit balances in my/our account in the Cash Sweep Program.
E. By checking this box I am electing margin at account opening, and I have received, read and understand the margin disclosure document.

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

I UNDERSTAND THAT THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE, LOCATED IN PARAGRAPH 19, REQUIRING ALL DISPUTES UNDER THIS AGREEMENT TO BE SETTLED BY BINDING ARBITRATION.

Account Number

Social Security or Taxpayer Identification Number

Signature of Primary Account Holder

Date

Signature of Joint Account Holder

Date

Retain this page for your records. Please sign and return page 11 of this agreement.

CREDIT TERMS AND POLICIES

The following Disclosure Statement of Credit Terms and Policies is required by the Securities and Exchange Commission and is part of your Client Agreement. Should you have any questions regarding this disclosure statement, please contact your Financial Advisor.

Interest Charge

Margin transactions normally involve the extension of credit made by Sterne, Agee & Leach, Inc. (SALI), when you deposit only a portion of the monies or the collateral required in a transaction. Withdrawals of cash from your account, or an increase in the market interest and any other applicable charges will be assessed to your account.

Your account will be charged interest on any extension of credit to you by SALI in connection with the purchase, sale, or carrying of any securities. The interest charge will be based on your adjusted debit balance multiplied by the daily margin interest rate. You will receive a statement of your account, at least quarterly, showing the adjusted daily debit balance, interest charges, and the applicable interest rates.

Interest will be charged to you if we approve prepayment of the proceeds from sales prior to settlement date. Interest may also be charged on debit balances in Cash Accounts due to a late payment.

Daily Margin Interest Rate

The "daily margin interest rate" is based on a 360-day year and is calculated by dividing the applicable margin interest rate by 360. The applicable margin interest rate is set at a percentage above SALI's Base Rate as shown in the following table:

If the amount of your average adjusted daily debit balance is:

The interest rate charged is:

Over 100,000	Base Rate + 0.50%
75,000 – 99,999	Base Rate + 1.00%
50,000 – 74,999	Base Rate + 1.25%
25,000 – 49,999	Base Rate + 1.50%
Under 25,000	Base Rate + 1.75%

SALI sets the Base Rate at its discretion with consideration of commercially recognized interest rates relating to the extension of credit, as well as general market conditions. The margin interest rate may be changed without notice to you to reflect changes in the Base Rate. If your interest rate is increased for any other reason, SALI will notify you in writing at least 30 days prior to the date of the increase. Please contact your Financial Advisor for the current Base Rate.

The term "adjusted daily debit balance," means the daily balance less applicable free credits. The daily debit balance is the unpaid amount loaned to you as of the close of the business day. Debits and credits resulting from purchases and sales are posted to your account as of the settlement date. A credit balance in your Cash Account will be applied as a reduction of a debit balance in your Margin and/or Short Account. Should you deposit a check or other item that is later returned unpaid, your account may be adjusted to reflect additional interest or other charges that apply.

Initial Margin/Account Maintenance Requirements

The Federal Reserve Board and various self-regulatory organizations require that the maximum amount currently available to you is 50% of the

value of marginable securities purchased or held in your account ("initial margin").

The maximum loan available for debt securities varies with the type of security. Your minimum account equity must be \$2,000.00, or other amount as may be required by applicable rules, regulations, or SALI house policies. Initial margin and margin maintenance requirements may change without notice. Equity securities with a market value of less than \$5.00 per share are not marginable.

A margin call (notification to deposit additional collateral) may be issued if your account equity drops below the margin maintenance requirement. Normally, additional collateral will be required if your account equity declines below 30% depending upon such factors as SALI, in its sole discretion, may deem material, including but not limited to the type, price, quantities and marketability of securities, or combination thereof, held in your account. If the market value of a security falls below \$3.00 per share, the security will not be assigned a value as collateral to secure your margin obligations.

Short Option Positions

Uncovered option contracts are subject to both initial margin and margin maintenance requirements. These positions involve higher levels of risk and more stringent requirements may be imposed. Please contact your Financial Advisor for details.

Short Sale Transactions

Any credit resulting from a short sale (including a short sale against the box) will not reduce your debit balance on which interest is charged because the securities sold short must be borrowed to make delivery to the purchaser and an amount equal to the proceeds of the short sale must be deposited with the lender. You are liable for all dividends and interest paid on securities borrowed for the purpose of short sales.

The value of securities held short in your account will be "marked to the market" daily. Any resulting increase or decrease in the market value will be included in your adjusted daily debit balance. SALI may at its discretion, for any reason and without notice, immediately cover any short security position by purchasing securities for your account.

Liens and Liquidations

All monies or securities held by SALI at any time in any of your accounts (individual, joint or otherwise) for any purpose shall be collateral subject to a general lien and security interest for the discharge of all your obligations to SALI.

SALI may also demand repayment of any loan balance in whole, or in part, at any time and for any reason. Additionally, SALI may require you to deposit additional collateral as security for your obligations.



INTRODUCED ACCOUNTS

MARGIN DISCLOSURE STATEMENT

(applicable if you have elected to open a margin account)

Sterne, Agee & Leach, Inc. (SALI) serves as clearing broker to your brokerage firm as introduced by Sterne Agee Clearing, Inc. (SACI). With respect to this relationship, SALI offers a number of services to your brokerage firm as outlined in their clearing agreement and as disclosed to you under the terms of FINRA Rule 4311. Under the clearing agreement, SALI is the lender with respect to margin loans.

This document is being provided to you to provide some basic facts about purchasing securities on margin and to alert you to the risks involved with trading securities in a margin account. Before trading stocks in a margin account, you should carefully review the margin agreement provided upon opening your margin account. Consult your brokerage firm regarding any questions or concerns you may have with your margin account.

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from SALI. If you choose to borrow funds from SALI, you will open a margin account with SALI through your brokerage firm. The securities purchased are SALI's collateral for the loan to you. If the securities in your account decline in value, so does the value of the collateral supporting your loan, and, as a result, SALI or your brokerage firm can take action, such as issue a margin call and/or sell securities or other assets in any of your accounts held with SALI, in order to maintain the required equity in the account.

It is important that you fully understand the risks involved in using margin, whether trading securities on margin or using your margin account equity for other purposes. These risks include the following:

- **You can lose more funds than you deposit in the margin account.** A decline in the value of securities purchased/held in your margin account may require you to provide additional funds to SALI to avoid the forced sale of those securities or other securities or assets in your account(s).
- **SALI or your brokerage firm can force the sale of securities or other assets in your account(s).** If the equity in your account falls below the maintenance margin requirements or higher "house" requirements, SALI or your brokerage firm can sell the securities or other assets in any of your accounts held at SALI to cover the margin deficiency. You also will be responsible for any short fall in the account after such a sale.
- **SALI or your brokerage firm can sell your securities or other assets without contacting you.** Some investors mistakenly believe that a firm must contact them for a margin call to be valid, and that the firm cannot liquidate securities or other assets in their accounts to meet the call unless the firm has contacted them first. This is not the case. Most firms will attempt to notify their clients of margin calls, but they are not required to do so. However, even if SALI or your brokerage firm has contacted you and provided a specific date by which you can meet a margin call, either firm can still take necessary steps to protect its financial interests, including immediately selling the securities without notice to you.
- **You are not entitled to choose which securities or other assets in your account(s) are liquidated or sold to meet a margin call.** Because the securities are collateral for the margin loan, SALI or your brokerage firm has the right to decide which security to sell in order to protect its interests.
- **SALI can increase its "house" maintenance margin requirements at any time and is not required to provide advance written notice.** These changes in firm policy often take effect immediately and may result in the issuance of a maintenance margin call. Failure to satisfy the call may cause SALI or your brokerage firm to liquidate or sell securities in your account(s).
- **You are not entitled to an extension of time on a margin call.** While an extension of time to meet margin requirements may be available to you under certain conditions, you do not have a right to the extension.



TERMS AND CONDITIONS OF PARTICIPATION IN ON-LINE ACCESS AND ELECTRONIC DELIVERY SERVICES

As used herein, the terms "I," "my," "me," "myself," "you," "your," "yourself," and "Account Holder" refer to each person who enrolls in Sterne Agee's On-Line Access and Electronic Delivery Services. The terms "we," "us," "our," and "Sterne Agee" refer to Sterne, Agee & Leach, Inc.

On-line Access and Electronic Delivery

By enrolling in Sterne Agee's Online Access and Electronic Delivery Services, you request Internet access to view your Sterne Agee brokerage account(s) and consent to electronic delivery of account statements, trade confirmations and such other documents as may be available for electronic delivery (which could include year-end tax information, changes in account terms and conditions, annual privacy notices and other notices, disclosures or communications). Sterne Agee will have no obligation to deliver paper copies of documents delivered to you electronically, unless you specifically request paper copies of such documents. A fee may be charged for each paper copy you request in accordance with Sterne Agee's then current Schedule of Fees.

Documents delivered to you electronically will be available to you online at www.sterneagee.com. When documents are delivered to you, we will send an electronic notification to the e-mail address specified in your Application for On-Line Access and Electronic Delivery Services (or such other e-mail address as you may from time to time direct in accordance with the terms of this Agreement). You agree that a document made available for you to view electronically is deemed to be delivered to and accepted by you, regardless of whether you actually view the particular document.

You will access your account(s) by using your account number or unique User Identification (assigned by us) and Password (which you will create and may modify from time to time). You will need to protect your User Identification and Password and keep them safe until you notify us that they have been lost, stolen or otherwise compromised. We will assume and you agree that anyone accessing your account by using your Password is authorized by you to access your account.

Hardware and Software Requirements

In order to access your account(s) online and view electronically delivered documents, you must have and maintain the following: (i) a valid e-mail address; (ii) access to the Internet through an internet service provider; (iii) one of the following internet browsers: Microsoft Internet Explorer 6.0 or higher, Firefox version 2.0.0.14 or higher, Apple Safari version 3.0.4 or higher; and (iv) Adobe Acrobat Reader (version 5.0 or higher)(available for free at www.adobe.com). Your electronic documents may be viewed electronically via the Internet and printed via a printer connected to the computer from which you access your account(s). You may also save your electronic documents to your local hard drive the way you would any other file from the Internet.

You are responsible for installation, maintenance and operation of your computer, its software, and for maintaining your own connection to the Internet. You assume full responsibility of ensuring these requirements are met should any changes be made to your existing computer system. We are not responsible for any errors or failures of your computer or its software.

It is your responsibility to update your e-mail address to ensure electronic delivery of documents. **Should you change your e-mail address for any reason, you will notify us immediately to ensure that the electronic delivery of your documents is not interrupted.**

Term & Termination

We reserve the right to amend this Agreement at any time by providing you notice of those amendments. We reserve the right to discontinue or modify the online access and electronic delivery services provided under this agreement at our sole discretion. By using these services after you have been notified of any amendment(s) that have been made, you are agreeing to the terms in the revised Agreement. You may revoke your consent to electronic delivery and begin receiving paper documents at any time upon written notice to us.

Notices

Any notice you are required to deliver to us and any request you may have (such as revoking your consent to electronic delivery of documents, requesting copies of statements, or changing your e-mail address for delivery of electronic notice) shall be made in writing to us at: **Sterne Agee, Attention: Internet Support, 2 Perimeter Park South, Suite 100W, Birmingham, Alabama 35243.**

Governing Law

You agree that this Agreement is governed by the laws of the State of Alabama, excluding any application of conflicts of laws rules or principles.

For Internal Use Only
WHO Code _____



APPLICATION FOR ON-LINE ACCESS AND ELECTRONIC DELIVERY SERVICES

Would you like to be more environmentally friendly? Sterne Agee offers you the speed and convenience of On-line Access and Electronic Delivery Services. By enrolling, you will receive on-line access to view your account(s) and electronic delivery of account statements, trade confirmations and/or other documents available for electronic delivery (which could include year-end tax information, changes in account terms and conditions, annual privacy notices and other notices, disclosures or communications).

To enroll in our On-line Access and Electronic Delivery Services, please complete the enrollment form below. Your consent to receive electronic delivery will be effective for all account(s) specified by you on an ongoing basis unless you cancel your enrollment or are otherwise notified by us.

Please enroll the following accounts in Sterne Agee's On-line Access and Electronic Delivery Services:

Account Number	Account Title	E-mail Address
*		

***Designates the Primary Account.** Other accounts will be linked to the Primary Account and persons accessing the Primary Account will be able to view and exercise control over any on-line privileges, such as trading etc, that have been granted to the other accounts. A notification will be sent to the e-mail address specified for the Primary Account whenever there is activity in any of the accounts. A notification will be sent to the e-mail address specified for each other account only when a document has been delivered that affects that specific account. You may specify more than one e-mail address for each account.

I understand that my participation in Sterne Agee's On-line Access and Electronic Delivery Services will be governed by Sterne Agee's Terms and Conditions of Participation in On-Line Access and Electronic Delivery Services. If I have requested online trading services, I hereby designate each owner of the Primary Account as my agent and attorney in fact with the power to buy, sell (including short sales), dispose of and otherwise deal in securities or other property, on margin or otherwise, in my account through Sterne Agee's online trading services. This power of attorney shall not be affected by my disability, incompetency, or incapacity.

Signature: _____

Date: _____

Print Name: _____

Signature: _____

Date: _____

Print Name: _____

Signature: _____

Date: _____

Print Name: _____

For Internal Use Only WHO Code _____

IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS AGREEMENT BEFORE SIGNING

By signing below, I hereby agree as follows:

A. Under the penalties of perjury, I certify that (check all that apply):

1. I am a U.S. Person (including U.S. Resident Alien) AND
a. The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because (a) I am exempt from backup withholding, (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

OR

- b. The number shown on this form is correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and I am subject to backup withholding.

OR

2. I am not a U.S. person (including a U.S. Resident Alien) and am submitting appropriate FORM W-8 together herewith.

- B. I have received a copy of, read and understand the Client Account Agreement and agree to the terms and policies thereof.
C. I have received, read and agree to the Credit Terms and Policies. I understand that the Credit Terms and Policies may change from time to time and agree to be bound by such changed Credit Terms and Policies.
D. I/we acknowledge receipt of the Cash Sweep Program Disclosure Statement accompanying this Agreement. If I/we have instructed my/our Introducing Firm or its representative to sweep free credit balances in my/our account into an investment option available in the Cash Sweep Program, I/we hereby consent to the inclusion of the free credit balances in my/our account in the Cash Sweep Program.
E. By checking this box I am electing margin at account opening, and I have received, read and understand the margin disclosure document.

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

I UNDERSTAND THAT THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE, LOCATED IN PARAGRAPH 19, REQUIRING ALL DISPUTES UNDER THIS AGREEMENT TO BE SETTLED BY BINDING ARBITRATION.

Account Number

Social Security or Taxpayer Identification Number

Signature of Primary Account Holder

Date

Please sign and return this page in the return envelope provided.