

Investments, Inc.

Investments are: 1) Not insured by FDIC or any government agency; 2) Not a bank deposit or guaranteed by the bank; 3) May lose value.

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For U.S. Bancorp Investments, Inc. Use Only

Form fields: New/Update, REP. ID #, PRINT REP NAME, REP PHONE (w/area code), BRANCH #

Form fields: SOURCE OF FUNDS, INITIAL TRANSACTION (Buy, Transfer, Deposit, Rollover, Switch, Other), ACCOUNT #

1. ACCOUNT TYPE Account will be set up as a Cash Account unless indicated below.

Form fields: Margin/Option, DVP, DTC #, AGENT #, INST Party #, INST #, Deliver:

2. ACCOUNT REGISTRATION If also selecting Transfer on Death (TOD), must also submit signed TOD form.

Form fields: Individual, Joint w/rights of survivorship, Joint tenants in common, Trust; Custodial, Guardianship, Conservatorship, Corporation; Other

3. ACCOUNT HOLDER INFORMATION If account holder is a trust, also submit USBI Trustee Certification of Trust.

Form fields: SSN/TID, TITLE OF ACCOUNT/NAME OF PRIMARY ACCT. HOLDER, DOB OR DATE OF TRUST

Form fields: STREET ADDRESS, CITY, STATE, ZIP CODE, U.S. Citizen, Permanent Resident Alien, Nonresident Alien

Form fields: MAILING ADDRESS, CITY, STATE, ZIP CODE, MARITAL STATUS, # OF DEPENDENTS, Single, Married

Form fields: HOME PHONE NUMBER, WORK PHONE NUMBER, CLIENT ID TYPE AND NUMBER, ID #, Driver's License, Govt. I.D., Passport, Other

Form fields: EMPLOYER, Retired, EMPLOYER CITY AND STATE, YRS. W/EMPLOYER, OCCUPATION, TYPE OF BUSINESS

4. JOINT TENANT, TRUSTEE, CUSTODIAN, GUARDIAN, CONSERVATOR, EXECUTOR

Form fields: SSN/TID, NAME, DOB, U.S. Citizen, Permanent Resident Alien, Nonresident Alien

Form fields: HOME PHONE NUMBER, WORK PHONE NUMBER, CLIENT ID TYPE AND NUMBER, ID #, Driver's Lic., Govt. I.D., Passport, Other, Single, Married, # OF DEPENDENTS

Form fields: EMPLOYER, Retired, EMPLOYER CITY AND STATE, YRS. W/EMPLOYER, OCCUPATION, TYPE OF BUSINESS

5. SECURITIES INDUSTRY AFFILIATION If any question is answered yes, write details.

Form fields: Are you or an immediate family member? 1. A director, 10% shareholder... 2. Employed by a broker/dealer... 3. A senior officer of a bank... If yes to #1, 2, or 3: Name of person, Relationship, Name of firm/employer

6. OWNER FINANCIAL and INVESTMENT INFORMATION

Form fields: TIME HORIZON, INVESTMENT OBJECTIVE, NET WORTH, LIQUID NET WORTH, FEDERAL TAX BRACKET, ANNUAL INCOME, RISK TOLERANCE, INVESTMENT EXPERIENCE, Bonds, US savings bonds, Mutual Funds

7. FUNDING AND ACCOUNT HANDLING If linking non-U.S. Bank account must submit voided check or encoded savings acct. slip.

Form fields: A. Link To Bank Account: ACH A, ABA #, ACH B, ABA #; B. Duplicate Statements and Confirms: Name, Address

Form fields: C. Establish Money Market Sweep; D. Instructions: Link to ACH A, Link to ACH B, By Check, Sweep to MM; E. Trading Authorization: Full or Limited; F. Securities Handling: Default - Street Name, Deliver to customer at address of record

8. SIGNATURE AND CERTIFICATION

Form fields: TAXPAYER CERTIFICATION, The Internal Revenue Service (IRS) does not require the customer's consent to any provision of this document other than the certifications required to avoid backup withholding. The terms and conditions contained in the Customer Agreement printed on page two of this application are a part of this application document. A predispute arbitration clause is included in Item 16 in the Customer Agreement. Customer agrees to be bound by the terms and conditions contained in the Customer Agreement and as may be amended from time to time.

Form fields: For U.S. Bancorp Investments, Inc. Use Only, INVESTMENT REP. SIGNATURE, DATE, USBI PRINCIPAL SIGNATURE, DATE

# Customer Agreement

In consideration of U.S. Bancorp Investments, Inc. ("USBI") accepting and maintaining one or more accounts for the undersigned (hereafter referred to in the first person singular irrespective of whether the account is an individual or joint account or an institutional account), I agree that all transactions with respect to any such account shall be subject to the following terms:

- Nature of Broker-Dealer.** USBI IS NOT A BANK. USBI IS A CORPORATE ENTITY SEPARATE AND DISTINCT FROM ITS AFFILIATES. NONE OF THE ACTIVITIES OR OBLIGATIONS OF USBI ARE GUARANTEED BY ANY OF ITS AFFILIATES, BANK OR NON-BANK, NOR SHALL ANY SUCH AFFILIATE BE RESPONSIBLE TO ME FOR PERFORMING ANY OF USBI'S OBLIGATIONS. NON-DEPOSIT INVESTMENT PRODUCTS SOLD, OFFERED OR RECOMMENDED BY USBI ARE NOT DEPOSITS AND ARE NOT INSURED BY THE FDIC OR ANY OTHER GOVERNMENTAL AGENCY AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF PRINCIPAL.
- Applicable Rules and Regulations.** This Agreement and all transactions under this Agreement will be 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 and applicable federal and state laws, rules and regulations as well as all applicable rules and regulations of the Self Regulatory Organization.
- Definitions.** For purposes of this Agreement, "securities and other property" includes, but is not limited to, money, securities, financial instruments of every kind and nature and all contracts and options relating thereto, whether for present or future delivery. An "affiliate" means any person that directly or indirectly controls, is controlled by, or is under common control with USBI.
- Authority to Act as Broker.** In purchasing and selling securities and other property for me, USBI shall act as my broker except where specific agreement or notice in writing is given to the contrary. USBI may employ sub-brokers of their selection. USBI may deal with members of any exchange who are specialists or odd-lot dealers who in the execution of my orders may act as sub-brokers for me and may also buy and sell securities and other property for themselves as dealers for their own accounts.
- Accounts Covered.** This Agreement covers all accounts that I may open or reopen with USBI (either individually or jointly with others) and all transactions for or on my account will be considered to be included in a single account.
- Joint Accounts.** In the case of joint accounts, each of us shall be fully and completely liable for any obligations and losses of such account and any amounts due USBI. Each of us has full power and authority to make purchases and sales, withdraw money and securities and other property from such account and to do anything else with reference to such account.
- Payment of Obligations Upon Demand.** I will discharge my obligations to USBI upon demand and pay amounts due USBI, including costs and expenses of collection and attorney's fees incurred in connection with collection.
- Fees and Commissions.** I agree to the fees and commissions indicated on USBI's schedule of fees and commissions as may be amended from time to time. USBI will furnish to me a copy of its current schedule upon my request.
- Failed Transactions.** If on or before the settlement date I fail to pay in full for any security purchased for my account or I fail to deliver any security sold for my account, USBI is authorized in its discretion and without notice or demand to take any one or more of the following actions: to cancel the transaction, sell the securities covered thereby, "buy-in" securities or other property required to make delivery for my account, charge my account for the amount due, hold me liable for any resulting loss including but not limited to the interest cost to carry any securities purchased and/or impose late fees.
- Set Off and Other Rights of Broker-Dealer.** In the event that: (a) the margin of any of my accounts shall not meet your requirements; (b) I fail to pay any fees for USBI services within thirty (30) days after they become due or, in any event, prior to closing my account; (c) a petition in bankruptcy or for the appointment of a receiver shall be filed by or against me; (d) an attachment or garnishment shall be levied or served with respect to any of my accounts; (e) I (if an individual) shall die; or (f) USBI shall deem it necessary for its protection, USBI is then hereby authorized, in its sole discretion to: (i) close out any margin accounts; (ii) buy any and all securities which may be short in such accounts; (iii) close any or all outstanding contracts; (iv) reduce or satisfy any indebtedness of me to USBI by selling, at public or private sale, any or all of the securities or other property which may be in your possession, or which may be carried by you for me (either individually or jointly with others); or (v) buy, at public or private sale, any and all securities sold for my account but not received from me. Any or all of the foregoing options may be undertaken by USBI without advertising the same, and without prior tender or notice to, or demand upon me. Upon any sale other than a private sale, USBI may purchase the whole or any part thereof for your own account. No specific tender, demand or notice, nor any failure on the part of USBI to exercise such right to reduce or satisfy any such indebtedness shall invalidate the waiver of tender, demand and notice herein contained. After deducting all costs and expenses of such sales and purchases, including commissions and stamp taxes, USBI shall apply the net proceeds to the payment of my obligations to USBI, and I shall remain liable for deficiency remaining in such accounts.
- Authority to Sell, Purchase or Cancel.** Any sale, purchase or cancellation authorized by paragraphs 9 and 10 of this Agreement may be made according to USBI's judgment and in its discretion on the exchange or other market where such business is then usually transacted, at public auction, or at private sale, without advertising the same and without any notice, prior tender, demand or call, and USBI may purchase the whole or any part of such securities free from any right of redemption. In any case I will remain liable for any deficiency and will be responsible for any loss, cost or expense of collection (including, but not limited to, attorney's fees) that USBI may sustain.
- Confirmations and Account Statements.** Order confirmations and account statements will be conclusive if I do not object in writing within ten days after the confirmation has been forwarded to me or within ten days in the case of an account statement.
- Sharing of Information.** USBI may not share my non-public personal information with any unaffiliated third parties except as permitted by law or pursuant to my consent. USBI may share my transaction experience and other non-public information with its affiliates, provided I have not made written objection to such sharing directly to USBI.
- Margin Loans and Options.** Margin loans, if any, shall be made by USBI. I shall not request any margin loan or option transaction without first complying with all requirements of USBI.
- Recording of Telephone Conversations.** For our mutual protection, USBI and its agents may record our telephone conversations by electronic recording equipment. This authorization constitutes standing and continuing permission to record all telephone conversations. USBI need not give me specific notice of the recording of any particular telephone conversation.

**16. My Reporting Obligation.** In the interest of better customer service and for our mutual protection, I agree to immediately report any trades and transactions that were executed without my prior authorization; any transactions that I believe to be unsuitable given my investment objectives; any transactions which are not properly reflected on my confirmation or monthly statement; or any other activities or omissions by USBI or its agents or employees that I believe to be improper. Such communication will be directed to the Director of Compliance.

**17. Monitoring of Call Notices.** USBI is required to use only reasonable care to monitor call notices published by a reporting service relating to securities held by it in nominee name for my account; USBI does not have any obligation to monitor call notices published in any other publications or relating to securities held by it in my name, which remain my responsibility.

**18. Pre-Dispute Arbitration Agreement.** I understand and acknowledge that:

- Arbitration is final and binding on the parties.**
- The parties are waiving their right to seek remedies in court, including their right to a jury trial.**
- Pre-arbitration discovery is generally more limited than and different from court proceedings.**
- The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.**
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
- 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; (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.**

I agree that any controversy arising out of or relating to my account, to transactions with or for me or to this agreement or the breach thereof, whether executed or to be executed within or outside of the United States, and whether asserted against USBI and/or its present or former agents or employees, will be settled by arbitration before and in accordance with the then current rules of the National Association of Securities Dealers, Inc. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Notwithstanding anything to the contrary in this agreement, the arbitrability of disputes under this agreement shall be governed by the Federal Arbitration Act.

**19. Notification of Changes.** I agree to notify USBI immediately of any changes to the representations I have made in this Agreement.

**20. Amendments and Assignments.** No provision of this Agreement may be waived or amended except in writing and signed by an authorized officer of USBI. I agree that USBI may amend this Agreement upon notice to me. This Agreement will be continuous and will survive any temporary or intermittent closing out or reopening of any account with USBI, shall be binding upon my heirs and estate and shall inure to the benefit of USBI's successors and assigns and its Clearing Agents. USBI may transfer my accounts to its successors and assigns.

**21. Governing Law.** This Agreement and its enforcement will be governed by the laws of the State of Minnesota.

**22. Severability.** If any provision or condition of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision or condition, and the validity of the remaining provisions and conditions will not be affected.

**23. Sweep Account Authorization.** Whenever I select the option to sweep funds in any account maintained with USBI to a designated money market fund, I specifically consent to the transfer of funds from the account to the designated money market funds for the purchase of the money market fund securities from the account and for USBI to sell securities of the money market fund on my behalf and transfer the proceeds to the account to pay for other securities purchased or to pay cash to me pursuant to the procedures and limitations USBI may from time to time establish. I may withdraw this consent at any time by providing written notice of my desire to discontinue participation in the automatic transfer of funds between my account with USBI and the designated money market fund.

**24. Payment for Order Flow:** USBI transmits customer orders for execution to various U.S. exchanges or market centers based on a number of factors. These include trading characteristics of the security and availability of efficient automated transaction processing. Listed equity securities will post on registered national securities exchanges. USBI will route most of its orders for the over-the-counter equity securities to its affiliate market makers Herzog Heine Geduld and Knight/Trimark. Market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. USBI does receive cash for payments for order flow and credit received towards the expense charged by market centers. Further information about the source and nature of the compensation for a particular transaction will be provided upon written request.

**25. Disclosure of Beneficial Ownership.** I understand that for shareholder communications, USBI will disclose my name to issuers of securities held in my account, unless I direct USBI otherwise in writing.

**26. Account Protection.** The securities held in your U.S. Bancorp Investments, Inc. trading account and cash on deposit for the purpose of purchasing securities, or as a result of the sale of securities, are protected by the Securities Investor Protection Corporation (SIPC). SIPC protects each customer up to a maximum of \$500,000, including up to \$100,000 on claims for cash balances awaiting re-investment. SIPC does not protect against losses from the rise and fall in market value of your investment. It does, however, provide important protections against certain losses if a SIPC member fails financially and is unable to meet obligations to its securities customers. For details, please see [www.sipc.org](http://www.sipc.org).

U.S. Bancorp maintains Financial Institution Bond coverage of \$150,000,000. This bond covers loss of money and securities from a variety of causes including employee dishonesty, destruction or mysterious disappearance of property, forgery, wire transfers or computer fraud.