

ACCOUNT REQUIREMENTS:

- Complete a **New Account Application** for *each* Authorized Officer(s).
- Complete a **Corporate Resolution Form** *bearing a raised seal or notarization.*
- Complete a **W-9 Tax Form**.
- Complete an **Account Transfer Form** (*if transferring a new account to StockCross*).
- Read and agree to the terms in the **Customer Agreement**.

FORMS INCLUDED IN THIS PACKAGE:



HOW TO SUBMIT YOUR APPLICATION:

You may submit your completed and signed application package through one of the following methods:

Email: **NewAccounts@stockcross.com**

Fax: **310-858-7491**

Mail: **StockCross Financial Services
Attn: New Accounts Dept.
9464 Wilshire Blvd.
Beverly Hills, CA 90212**

Once your application has been processed, you will receive an email notification that includes your account number and online login instructions.

If you have any questions, please contact us at 800-225-6196 or info@stockcross.com

An account cannot be established without a permanent home address, P.O. Box is not acceptable. However, you may designate a P.O. Box for mailing purposes.

Authorized Officer:

S.S. # / Tax ID: _____ Date of Birth/UAD Date: _____

Home Address: _____

City: _____ State: _____ Zip: _____ Country: _____

Email: _____ Home Phone: _____

Mailing Address (if different from above): _____

City: _____ State: _____ Zip: _____ Country: _____

Corporation Tax ID: _____

Check here if you DO NOT want paperless confirms and statements* Are you a US Citizen? Yes No (if no, complete the section below)

Passport # (only for non-US citizens): _____ Resident Alien** Non-Resident Alien** (Attach a W-8 Form)

**Attach a copy of unexpired passport or government issued I.D. with Photo

*You will be charged a \$2.00 statement fee per quarter if you opt to receive paper statements through the mail.

FINANCIAL PROFILE

*This information is required to open an account, and is confidential. (Please see the Customer Agreement for an explanation of Investment Objectives.)

Annual Income - (From all sources)

- 0 - \$19,999 \$50,000 - \$99,999
- \$20,000 - \$49,999 \$100,000 +

Estimated Net Worth - (Excluding primary residence)

- 0 - \$49,999 \$250,000 - \$999,999
- \$50,000 - \$249,999 \$1,000,000 +

Liquid Net Worth - (Including cash and securities)

- 0 - \$24,999 \$100,000 - \$249,999
- \$25,000 - \$99,999 \$250,000 +

Tax Bracket:

- 10% - 15% 28% - 33%
- 16% - 27% 33% +

Investment Objectives: Please rank in order of importance.

Principal Protection: 1st 2nd 3rd 4th

Income: 1st 2nd 3rd 4th

Growth: 1st 2nd 3rd 4th

Speculation: 1st 2nd 3rd 4th

Marital Status:

- Single
- Married
- Divorced
- Widowed

Dependents:

- 0
- 1
- 2
- 3+

Investment Experience:

- 0 - 5yrs
- 5 - 10yrs
- 10 - 20yrs
- 20+ yrs

EMPLOYMENT

Retired Student Not Employed

Employed (specify field of occupation): _____

Employer: _____ ID (if applicable): _____

Address: _____

City: _____ State: _____ Zip: _____ Country: _____

AFFILIATIONS OR BANKRUPTCY

Have you ever filed for protection from creditors under bankruptcy law? No Yes

Are you employed by a registered broker-dealer, securities exchange and/or FINRA? No Yes (Specify) _____

Are you an officer, director, or 10% shareholder of a publicly traded company? No Yes (Specify) _____

STOCKCROSS ACCOUNT AGREEMENTS

CUSTOMER AGREEMENT: I hereby request that StockCross Financial Services Inc. open an account under the registration listed on this application. I understand that securities prices may fluctuate and that all securities investments carry risk to varying degrees. I also understand the risks of the transactions that I intend to execute in this account, and I have determined that I am able to bear these risks. I have received and read the StockCross Customer Agreement and I agree to be bound by its terms and conditions as they apply to my account, and as they may be amended from time to time. I understand that you will supply my name to issuers of any securities held in my account(s) so I may receive any important information regarding them, unless I notify you in writing not to do so. If I have not yet received a copy of the Agreement, I will notify StockCross, and will not place any order in my account until I have received and read the Agreement.

The following is a request for certification of the Taxpayer Identification Number or Social Security Number that I wrote above. The Internal Revenue Service requires this certification to avoid backup withholding on dividends, interest, and liquidations. The IRS requirements apply to this certification only, and not to the rest of this application. Under penalty of perjury, I certify that: 1) the number listed on this application is the correct Taxpayer Identification Number or Social Security Number and 2) I am not subject to backup withholding, either because I have not been notified of backup withholding as a result of failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding. (NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding as a result of failure to report all interest or dividends, cross out this section #2.)

I understand that StockCross may access my Credit Report through a credit report service company.

I have read and understand the Pre-Dispute Arbitration Clause that is set forth in Section 32 of the Customer Agreement. I have read and understand the Customer Agreement and agree to their terms. Please Sign and Date.

Authorized Individual Signature _____ Date _____

To StockCross Financial Services, Inc.:

The undersigned Corporation, by _____, its President, pursuant to the resolutions, a copy of which, a certified by the Secretary, is annexed hereto, hereby authorizes you to open an account in the name of said Corporation; and the undersigned represents that no one other than the undersigned has any interest in such account. The undersigned also encloses herewith your Customer Agreement and Option Agreement (if applicable) duly executed on behalf of the Corporation. This Authorization shall continue in force until revoked by the undersigned Corporation by a written notice, addressed to you and delivered at your office at 9464 Wilshire Blvd, Beverly Hills, California 90212.

Dated: _____

City: _____

State: _____

Very truly yours,

_____ (Corporation)

By _____ (President)

I, _____, being the Secretary of _____, hereby certify that the annexed resolutions were duly adopted at a meeting of the Board of Directors of said Corporation, duly held on the _____ day of _____, 20____, at which a quorum of said Board of Directors was present and acting throughout and that no action has been taken to rescind or amend said resolutions and that the same are now in full force and effect.

I further certify that each of the following has been duly elected, is legally holding the office set opposite his name, and has affixed his signature:

Name: _____

Position/Title: _____

Signature X

Date

Name: _____

Position/Title: _____

Signature X

Date

Name: _____

Position/Title: _____

Signature X

Date

Name: _____

Position/Title: _____

Signature X

Date

I further certify that the said Corporation is duly organized and existing and has the power to take the action called for by the resolutions annexed hereto. IN WITNESS WHEREOF, I have herunto affixed my hand this _____ day of _____, 20____

Secretary of the Board of Directors _____



RESOLVED

FIRST: That the President or any Vice President of this Corporation, or _____, or _____, be, and they hereby are, and each of them hereby is, authorized and empowered, for and on behalf of this Corporation, to establish and maintain one or more accounts with StockCross Financial Services, Inc. (herein called the "Brokers") for the purpose of purchasing, investing in, or otherwise acquiring, selling, possessing, transferring, exchanging, pledging, or otherwise disposing of, or turning to account of, or realizing upon, and generally dealing in and with any and all forms of securities including, but not by way of limitation, shares, stocks, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, options, warrants, evidence of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise.

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said officers and/or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to the Brokers with respect to said transactions; to bind and obligate the Corporation to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any such officer and/or agent for and on behalf of the Corporation with or through the Brokers, to pay in cash or by checks and/or drafts drawn upon the funds of the Corporation such sums as may be necessary in connection with any of the said accounts; to deliver securities to the Brokers; to order the transfer or delivery thereof to any other person whatsoever, and/or to order the transfer of record of any securities, or contracts, or titles, to any name selected by any of the said officers or agents, to affix the corporate seal to any documents or agreements, or otherwise; to endorse any securities and/or contracts in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign for the Corporation all releases, powers of attorney and/or other documents in connection with any such account, and to agree to any terms or conditions to control any such account; to direct the Brokers to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities and or contracts; to appoint any other person or persons to do any and all things which any of the said officers and/or agents is hereby empowered to do, and generally to do and take all action necessary in connection with the account, or considered desirable by such officer and/or agent with respect thereto.

SECOND: That the Brokers may deal with any and all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Corporation directly.

THIRD: That the Secretary of the Corporation be and is hereby authorized, empowered and directed to certify, under the seal of the Corporation, or otherwise, to the Brokers:

- A) a true copy of these resolutions
- B) specimen signatures of each and every person by these resolutions empowered
- C) That the Corporation is duly organized and existing, that its charter empowers it to transact the business by these resolutions defined, and that no limitation has been imposed upon such powers by the By-Laws or otherwise.

FOURTH: That the Brokers may rely upon any certification given in accordance with these resolutions, as continuing fully effective unless and until the Brokers shall receive due written notice of a change in or the rescission of the authority so evidenced and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision, nor shall the fact that any person hereby empowered ceases to be an officer of the Corporation, or becomes an officer under some other title, in any way affect the powers hereby conferred. The failure to supply any specimen signature shall not invalidate any transaction if the transaction is in accordance with the authority actually granted.

FIFTH: That in the event of any change in the office or powers of persons hereby empowered, the Secretary shall certify such changes to the Brokers in writing in the manner hereinabove provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons thereby substituted.

SIXTH: That the foregoing resolutions and the certificates actually furnished to the Brokers by the Secretary of the Corporation pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by the Brokers.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

TRANSFER TYPE:

- | | |
|--|--|
| <input type="checkbox"/> Total (Complete Sections 1,2 and 6) | <input type="checkbox"/> Mutual Fund (Complete Sections 1,2,4 and 6) |
| <input type="checkbox"/> Partial (Complete Sections 1,2,3 and 6) | <input type="checkbox"/> Registration Change (Complete Sections 1,2,5 and 6) |

1. CURRENT ACCOUNT INFORMATION

Firm _____	Clearing # (StockCross will provide) _____
Name/Account Title _____	Phone _____
Social Security #/Tax ID _____	Account # _____

The Account Title and Tax ID or Social Security Number must be identical at both firms. If the accounts are not identical, please contact StockCross New Accounts Department 1- 800-225-6196.

Current Account Type

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Employee Stock Option | <input type="checkbox"/> Traditional IRA | <input type="checkbox"/> SEP IRA |
| <input type="checkbox"/> Joint Account | <input type="checkbox"/> Corporate /Partnership | <input type="checkbox"/> Rollover IRA | <input type="checkbox"/> Money Purchase Pension |
| <input type="checkbox"/> Custodial Account | <input type="checkbox"/> Investment Club | <input type="checkbox"/> Roth IRA | <input type="checkbox"/> Profit Sharing |
| <input type="checkbox"/> Trust Account | <input type="checkbox"/> Estate/Fiduciary Account | <input type="checkbox"/> Inherited IRA | <input type="checkbox"/> Defined Benefit Plan |
| <input type="checkbox"/> TOD (Transfer on Death) | <input type="checkbox"/> Coverdell Education | <input type="checkbox"/> SIMPLE IRA | <input type="checkbox"/> Individual 401K |

Note: You must submit a separate Account Transfer Form for each Account you are Transferring.

2. STOCKCROSS ACCOUNT INFORMATION

Firm StockCross Financial Services	Clearing # 0445
Address 9464 Wilshire Blvd.	City Beverly Hills State CA Zip 90212
Account # _____	
Social Security #/Tax ID _____	Phone 1-800-225-6196

The Account Title and Tax ID or Social Security Number must be identical at both firms. If the accounts are not identical, please contact StockCross New Accounts Department 1- 800-225-6196.

StockCross Account Type

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Employee Stock Option | <input type="checkbox"/> Traditional IRA | <input type="checkbox"/> SEP IRA |
| <input type="checkbox"/> Joint Account | <input type="checkbox"/> Corporate /Partnership | <input type="checkbox"/> Rollover IRA | <input type="checkbox"/> Money Purchase Pension |
| <input type="checkbox"/> Custodial Account | <input type="checkbox"/> Investment Club | <input type="checkbox"/> Roth IRA | <input type="checkbox"/> Profit Sharing |
| <input type="checkbox"/> Trust Account | <input type="checkbox"/> Estate/Fiduciary Account | <input type="checkbox"/> Inherited IRA | <input type="checkbox"/> Defined Benefit Plan |
| <input type="checkbox"/> TOD (Transfer on Death) | <input type="checkbox"/> Coverdell Education | <input type="checkbox"/> SIMPLE IRA | <input type="checkbox"/> Individual 401K |

Note: You must submit a separate Account Transfer Form for each Account you are Transferring.

3. PARTIAL TRANSFER

This Section is for a Partial Transfer only. Please Attach a copy of your statement to verify the positions you wish to transfer.

Transfer Balance Amount \$ _____ : Credit Debit

Quantity	Security Description	Quantity	Security Description

For official use only

Make checks payable to: **StockCross Financial Services, Inc.**

This is to confirm that we will accept the above captioned account as successor trustee.

StockCross Financial Services, Inc.	04-2523566 <small>Tax ID #</small>	<small>Date of Trust</small>
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4. MUTUAL FUND TRANSFER

This Section is for transferring Mutual Funds specifically held at a Mutual Fund company. Please attach a copy of your statement to verify the information provided. You may also use this section if you wish to transfer or liquidate Bank CDs or Annuities.

Name of Investment	# of Shares or \$ Amount	Liquidate or Re-register at StockCross	Cash or Reinvest
		<input type="checkbox"/> Liquidate <input type="checkbox"/> Re-register	<input type="checkbox"/> Cash <input type="checkbox"/> Reinvest
		<input type="checkbox"/> Liquidate <input type="checkbox"/> Re-register	<input type="checkbox"/> Cash <input type="checkbox"/> Reinvest
		<input type="checkbox"/> Liquidate <input type="checkbox"/> Re-register	<input type="checkbox"/> Cash <input type="checkbox"/> Reinvest
		<input type="checkbox"/> Liquidate <input type="checkbox"/> Re-register	<input type="checkbox"/> Cash <input type="checkbox"/> Reinvest
		<input type="checkbox"/> Liquidate <input type="checkbox"/> Re-register	<input type="checkbox"/> Cash <input type="checkbox"/> Reinvest
		<input type="checkbox"/> Liquidate <input type="checkbox"/> Re-register	<input type="checkbox"/> Cash <input type="checkbox"/> Reinvest

5. REGISTRATION CHANGE

If the current registration information (Social Security/Tax ID#, Account Title, Account Type etc.) on the account you are transferring is different than your current StockCross account. Please read and sign the following:

"I/We authorize StockCross Financial Services, Inc. to transfer the account and its assets listed in Section 1 of the StockCross Account Transfer Form into the New Account established at StockCross in Section 2 of the StockCross Account Transfer Form."

Signature X	Date	Signature X	Date
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Signature X	Date	Signature X	Date
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6. TRANSFER AGREEMENT SIGNATURES

Please transfer the securities as listed, either partially or in their entirety from the current carrying firm to StockCross Financial Services, Inc. StockCross is authorized by me to make payment to the carrying firm of the debit balance or to receive payment of the credit balance in my securities account. I understand that to the extent any assets in my securities account are not readily transferable, with or without penalties; such assets may not be transferred within the time frames required by New York Stock Exchange Rule 412 or similar rule of the Financial Industry Regulatory Authority or other designated examining authority. Unless otherwise indicated in the instruction below, I authorize the carrying firm to liquidate any proprietary money market fund assets that are part of my securities account and transfer the resulting credit balance to StockCross. I understand that the current carrying firm will contact me with respect to the disposition of any other assets in my securities account that are non-transferable. If certificates or other instruments in my securities account are in the carrying firm's physical possession, I instruct them to transfer the securities in good deliverable form including affixing any necessary tax waivers, to enable StockCross to transfer them in its name for the purpose of sale, when and as directed by me. I further instruct the carrying firm to cancel all open orders for my securities account on your books. For retirement accounts or if you are age 70 1/2 or older in the calendar year (or are a spouse-beneficiary of such individual), you may be required to resolve the minimum distribution from the transferring/distributing plan. Therefore, you may only transfer or roll over amounts other than the required minimum distribution. Please contact your tax advisor and current Trustee regarding payment of the minimum distribution.

Signature X	Date	Signature X	Date
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Receiving Firm:	StockCross Financial Services, Inc. 9464 Wilshire Boulevard Beverly Hills, CA 90212
Tax Identification:	04-2523566
Wiring Instructions:	Harris Trust and Savings Bank 111 West Monroe St. Chicago, IL 60690 ABA# 071000288 StockCross Account#4184933 FBO Your Name & Account Number



STOCKCROSS®

FINANCIAL SERVICES

Member FINRA • SIPC • EST. 1971

Stand Behind the Shield

Customer Agreement

Please retain for your records



Customer Agreement

Please retain for your records.

By maintaining your account at StockCross Financial Services, Inc., you have agreed to be bound by the terms and conditions below as they apply to your account, and as they may be amended from time to time. The most current version of this agreement is always available at www.stockcross.com, or you may obtain a copy free of charge by calling 800-225-6196.

1. Application Approval and Account Ownership: An account will be opened for you in the requested registration once your application has been approved. You certify that sole ownership of the account vests in that person(s) or entity as stated in your application, and that no other party holds any interest in the account. StockCross Financial Services, Inc. ("StockCross") may reject your application and refuse to open an account as requested for any reason.

2. Legal Age and Accuracy of Information: You certify that you are of legal age in the state or country where you reside, and that the information you have supplied in your application is wholly true and accurate.

3. Changes in Affiliation or Financial Condition: Except as disclosed in your application, you certify that you are not an employee or affiliate of any securities exchange or FINRA, or of any member firm of a securities exchange or FINRA, or an officer, director, or 10% stockholder of any publicly traded company. You agree to inform StockCross immediately of any change in this regard. You also agree to advise StockCross of any material change in your financial condition or investment objectives, prior to entering any order after such change takes place.

4. Privacy Policy: StockCross restricts access to your personal and account information to those employees and agents who need to know that information to provide products or services to you. StockCross maintains physical, electronic and procedural safeguards to protect your nonpublic, personal information. StockCross does not disclose any nonpublic, personal information about our current and former customers to anyone, except as permitted by law. StockCross collects nonpublic, personal information about you from the following sources:

- Information we receive from you on applications or other forms.
- Information about your transactions with others or us.
- Information we receive from a consumer-reporting agency.

If you decide to close your account(s) or become an inactive customer, we shall continue to adhere to these same policies and procedures.

You authorize StockCross to obtain a credit report or bank reference for you at any time, and to verify the information you have provided on your application (for example, by contacting your employer). At your written request, StockCross will provide the name and address of any credit reporting agency used. You authorize StockCross to release information contained on your application to such agencies. StockCross may also be required to release information regarding your account to the government or regulatory authorities. Under the provisions of SEC Rule 14b-1, StockCross shall also release your name and address to issuers of any securities held in your account so that you may receive any important information about them; you agree to notify StockCross in writing if you object to this arrangement.

5. Applicable Rules and Regulations: All transactions shall be subject to the rules, regulations, customs and usages of the exchange, market, or clearing house where executed, and to all applicable SRO rules, and federal and state laws and regulations.

6. Deposits and Restrictions on Order Entry: StockCross reserves the right to demand a deposit of funds or other adequate collateral prior to accepting any order to buy or sell securities. In consideration of credit risk and other factors, StockCross may also, at its sole discretion, take any or all of the following steps: require full payment for any purchase prior to accepting an order; require cleared funds prior to accepting any order; refuse to accept any order to buy or sell any security; and place trading restrictions on your account, without prior notice to you. Accounts maintaining credit balances with no trades for an entire year may stop earning interest.

7. Payment for Order Flow: StockCross has consistently handled its customers' orders with the goal of the best execution at a low cost. In all cases, we seek to direct orders so that they are executed promptly and at the best price. This includes monitoring execution quality for price improvement. Price improvement is an execution at a price superior to the best bid or best offer at the time the order is received. StockCross may receive payments or other remuneration for listed stocks. OTC marketplaces consist of a number of separate Market Makers, with no one dealer designated as primary. We monitor and compare the quality of executions to comply with both industry regulations and with our business goal of getting the best price for our customers. StockCross may receive negligible payments for order flow. The various option exchanges may also pay for order flow. We shall continue to direct our option order flow to the market with the tightest spread and most volume, with the help of our agent dealers. StockCross may share revenue from certain

executions based upon a number of factors including, but not limited to: size of the order, the NBBO in the security at the time of execution, time of order entry, whether the order is executable at the time of entry, and whether or not an order is price improved. StockCross directs a portion of our order flow to our own market making desk. We stand to realize 100% of profits or losses generated from this order flow while acting as principal. StockCross engages in proprietary trading, particularly in fixed income securities, and has procedures in place to prioritize and protect customer transactions.

8. Order Routing and Confirmation: You authorize StockCross to direct your orders to any appropriate market in the execution of your security transactions, including option transactions. Reports on execution of trades in your account shall be deemed accepted if you have not notified StockCross in writing with your objections within five (5) business days after the order has been executed. StockCross has the right at its sole discretion to reject any order placed and has the right to refuse any orders sent through the mail.

9. Payment of Indebtedness upon Demand: You are liable at all times for payment of any debit balance or other obligation owing to StockCross. StockCross may, at its own discretion, make any such debit balance or other obligation immediately due and payable.

10. Security for Indebtedness: All monies, securities, and other property which StockCross may hold, carry or maintain for any account in which you have an interest, now or in the future, are subject to a lien for the discharge of all your indebtedness and liability to StockCross. StockCross reserves the right to transfer all or any part of such monies, securities, and other property from any one of your accounts to any other of your accounts, should StockCross deem such action necessary for its protection.

11. Liquidation: StockCross reserves the right, at any time and as it deems necessary for its own protection, to sell, assign, or deliver securities or other property in your account, and to buy any securities or other property which may be short in your account, and otherwise to cancel any transaction, open order, or other commitment in your account, whether all or in part. StockCross reserves the sole right to determine all particulars of any such action, including which securities to sell or buy, the sequence of the liquidating transactions, whether to place market, limit, or stop orders, on which exchange or market to execute the transaction, and whether at public auction or private sale, with StockCross also reserving the right to purchase any of the aforesaid property for its own account at such sale, free of any right of redemption. StockCross may take such action without prior announcement, demand or call of any kind to you or your personal representatives, it nevertheless being understood that prior notice does not constitute a waiver of StockCross' right to take whatever action it deems necessary without further notice of any kind to you. Circumstances where StockCross has the right (but is not required) to take such action include: your death, incapacity or incompetency; a filing by you or for you of a petition for bankruptcy or the appointment of a receiver; an attachment levied against your account; a failure to pay for a purchase or to deliver a security; a margin deficiency or inadequate collateral for an obligation; or the closing of your account by StockCross. In the event your account is liquidated, in whole or in part, you agree to be liable for and pay any resulting deficiency upon demand.

12. Costs and Expenses: You shall reimburse StockCross for the costs of collecting any unpaid deficiency in your account, including reasonable attorneys' fees. StockCross shall also be entitled to reimbursement for all reasonable expenses for any extraordinary services incurred in connection with your account, including but not limited to attachment, interpleader, garnishment, restraining orders, injunctions, tax liens and levies.

13. Late Payment in Cash Accounts: In the absence of any specific demand otherwise, payment for purchases in a cash account is due on settlement date. If you fail to pay in timely fashion, StockCross may liquidate the purchase and other security positions, as necessary, to meet your overdue obligation. StockCross may charge interest and/or a reasonable fee for the cost of carrying any overdue debit balance after settlement date.

14. Late Delivery of Securities Sold: Any security sold 'long', if not on deposit in your account, must be delivered in good form by settlement date. If securities are not received by StockCross in timely fashion, your sale transaction may be canceled, your account bought in, or the security borrowed on your behalf. StockCross reserves the right to charge your account the appropriate commission and/or a reasonable fee if any of these actions are undertaken.

15. Commissions and Fees: StockCross' commissions and fees may change from time to time. Your account will be charged commission, markup/markdown, or commission equivalent - for securities transactions and fees for certain services rendered, and you agree to pay these charges as they exist at the time. The most common miscellaneous fees may include the following:

- Returned check
- Un-cashed check
- Duplicate copies of monthly statements
- Reorganization
- Legal Transfers
- Custody of foreign securities

Please call for details.

15A. Foreign Currency Wire Transfers: StockCross seeks to direct wire transfer payments so that they are submitted accurately and received promptly by its customers. StockCross has entered into an agreement with a third party provider to facilitate foreign currency transactions for StockCross customers who request the receipt of funds in a currency other than US Dollars. The third party provider

charges a fee for its foreign currency conversion services which is passed through to the customer by StockCross. A portion of this fee is retained by StockCross. The nature and source of any such remuneration in connection with a specific transaction will be disclosed to you upon written request.

16. Inactivity Fee: StockCross may, at its own discretion, charge inactive accounts a reasonable fee to offset the costs of providing custodial and bookkeeping services.

17. Joint Accounts: If this account is owned jointly, then all account owners agree that each account owner is jointly and severally liable for all obligations of the account. Any account owner shall have full authority, acting alone and without notice to other account owners, to take any and all actions in the account as though he or she were the sole owner, including the authority to enter orders, to receive confirmations, statements, demands, notices, and communications of every kind, and to make, modify and terminate agreements with StockCross on behalf of the joint account. The account owners further authorize StockCross to follow the instructions of any one account owner in every respect concerning the joint account. StockCross is under no obligation to inquire into the purpose or propriety of any such demand for the distribution of account assets, nor can StockCross be held responsible for the disposition of any assets withdrawn from a joint account. StockCross nevertheless reserves the right, at its sole discretion and for its own protection, to require the written consent of all account owners before acting upon the instruction of any one owner.

18. Presumption of Receipt of Communications: You agree to notify StockCross in a timely fashion of any change in your name, address, or email address. Communications that StockCross may send to you, whether by mail, email, telegraph, messenger, or otherwise, shall be considered as delivered to you, whether actually received or not. Reports of the execution of orders and statements of your account shall be deemed conclusive if not objected to, in writing, within five days and ten days, respectively, after transmittal to you by mail or other means.

You agree to accept electronic trade confirmations and all account statements, unless you advise us in writing that you require paper confirmations and/or statements, and that you agree to any costs associated with delivery of those confirmations and/or statements. You understand that you are responsible for logging on and accessing these documents directly from our website, www.stockcross.com

19. Duplication of Orders: You understand and agree that when changing the limit price or other aspect of any outstanding order, you must advise StockCross at the same time to cancel the original order. You accept responsibility for any errors, including duplicate executions that might arise from your failure to do so.

20. Tape Recording: StockCross may record your conversations with its employees in the Trading Department and other areas. You consent to such recording.

21. Hold on Deposited Funds: Any funds deposited by check or other monetary instrument into your account may be withdrawn only after a reasonable number of business days have passed to allow the funds to clear. The number of business days shall be set by StockCross and may vary with the type of instrument and other considerations.

22. Your Responsibility to Know Your Securities: Certain securities may require that you take action by a specified date. Examples of such securities include warrants, stock rights, convertible and/or redeemable bonds and preferred shares, and securities subject to tender or exchange offers. StockCross shall make reasonable efforts to forward to street name holders any written notices or materials that have been provided to StockCross in timely fashion by the issuers, transfer agents, or other parties, (StockCross is not sent and therefore cannot forward any such materials for securities held in safekeeping).

The final responsibility, however, for knowing the characteristics of these securities, the terms of their conversion, tender, redemption or exchange, and the expiration dates thereof, is yours. StockCross is neither obligated to notify you of impending expiration or redemption dates, nor to take any action whatsoever regarding these securities. In the event such security is about to expire worthless or be redeemed for significantly less than its fair market value, and StockCross has not received instructions from you, StockCross reserves the right, but is not required, to take whatever action StockCross may deem appropriate and to charge your account commissions or fees, if any.

23. Control and Restricted Securities: You agree to notify StockCross prior to placing an order to sell 'control' or 'restricted' securities, as defined under Rule 144 or 145(d) of the Securities Act of 1933, and to provide any documents necessary to clear legal transfer as StockCross may request. You understand and accept that such securities may not be sold or transferred, or proceeds released, until legal transfer is complete, and that as a result of these requirements delays may occur. You agree to hold StockCross harmless for any losses you may realize, directly or indirectly, as a result of such delays.

24. Losses Due to Extraordinary Events: You agree to hold StockCross harmless for any losses due to extraordinary events, including, but not limited to, losses arising directly or indirectly from war, weather, natural disaster, government restrictions, the loss of data processing services or communications, exchange or market rulings, trading suspensions and disruptions of orderly trading.

25. Account Protection: StockCross is a Member of SIPC, which protects securities customers of its members up to \$500,000, including \$250,000 for claims for cash. Explanatory brochure available upon request at www.sipc.org or 202-371-8300. StockCross Financial Services has purchased, from a London insurer, \$20,000,000 per account in additional protection. \$50,000,000 aggregate. Coverage does not protect against loss of market value of securities.

26. Market Data: StockCross provides its customers with a range of financial information, including wire service news, last sale pricing, market quotes, trading volumes, etc., which StockCross purchases from independent vendors. Although StockCross believes the information to be reliable, StockCross cannot guarantee the accuracy of the data nor their uninterrupted provision. You agree to hold StockCross harmless for any losses arising from your reliance upon these data.

27. Termination of Account: Either you or StockCross may close your account at any time by giving notice upon the other. StockCross may also elect not to terminate your account entirely but to end certain account features or trading privileges, such as your option trading privileges, if any. Upon termination whether by you or by StockCross, you will be liable upon demand for any debit balance or other deficiency owing to StockCross.

28. Online Account Agreement: In regard to your authorization of StockCross Financial Services Inc. to access and effect transactions in your account(s) online, you agree to abide by all terms and conditions set forth below:

28.1 Acknowledgements and Authorizations: all provisions and terms set forth in the Customer Agreement apply throughout.

28.2 You authorize StockCross to honor the electronic instructions relating to your account(s). These include, but are by no means limited to, instructions regarding the buying or selling of securities and other investment-related products.

28.3 You are solely responsible for obtaining and/or providing all devices necessary to access your StockCross account(s) online. These include, but are not limited to, a telephone and telephone access lines, and computer equipment (including the modem).

28.4 You fully acknowledge that, using its discretion, StockCross solely reserves the right to terminate your access to its online service at any time, without notice, for any reason whatsoever. Possible reasons for account termination include, but are not limited to, restrictions or margin calls in your brokerage account, unauthorized use of your password(s), or a breach of any of the terms set forth in this agreement.

28.5 You fully acknowledge that information accessed online via the StockCross service including, but not limited to, financial market data — may be provided by either StockCross, its affiliates or other third parties (“Information Providers”). StockCross, the Information Providers or any parties transmitting the information (“Information Transmitters”) do not guarantee the accuracy, timeliness, and completeness or correct sequencing of the information at hand.

You will not hold them accountable, therefore, for any delays, omissions, inaccuracies or errors in the provision of the information. You fully agree that StockCross, the Information Providers and Information Transmitters do not assume any liability for the accuracy, timeliness, and completeness or correct sequencing of the information. You also agree that the Information Providers and Information Transmitters are not liable for any decisions made or actions taken by you in regard to the information, or for interruption of any data, information or other online access to StockCross. In the case that any of the information proves defective, you (not StockCross, the Information Providers or Information Transmitters) assume all responsibility for its use.

28.6 You fully agree that making use of StockCross’ online service is your sole risk and responsibility. StockCross provides information and all aspects of its service (which includes, but is not limited to, order execution) on an “as-is” basis without any type of warranty, either express or implied. These include, but are not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties, if any, which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this agreement. A warranty will not be created by any oral or written advice or information given by StockCross, its employees, and agents, Information Providers or Information Transmitters. You agree that you will not rely on the aforementioned types of information or advice.

28.7 You fully agree that StockCross, the Information Providers and Information Transmitters assume no liability whatsoever for any technical failure or delay of StockCross’ online service. In addition to the limitations on liability highlighted herein, you agree that StockCross, the Information Providers and Information Transmitters assume no liability for any losses resulting from a cause over which such an entity does not hold any control. These include, but are not limited to, failure of electronic or mechanical equipment or communication lines, unauthorized access, theft, operator errors, telephone or other interconnect problems, strikes or other labor issues, or severe weather conditions or natural disasters such as earthquakes.

28.8 StockCross, the Information Providers and Information Transmitters are not, under any circumstances (including, but not limited to, negligence) liable to you or another party for any consequential, special, incidental or indirect damages, even if StockCross, the Information Providers and Information Transmitters have been advised of the possibility of such losses or damages. Aforementioned damages include, but are not limited to, lost profits, trading losses and any other damages that surface as a result of inconvenience, delay or loss of the use of StockCross’ online service. You fully agree, therefore, that any decision made or action taken by you in reliance upon StockCross’ online service and/or information is your sole responsibility.

28.9 Copyright: The information provided via StockCross’ online service is the property of StockCross, the Information Providers or other named parties and is therefore protected by copyright and/or contractual restrictions on its use. In accordance with copyright law, you have permission to make single copies of information displayed on StockCross’ online service only if they are for your personal, non-commercial use; assuming you preserve the copyright or other notices contained in, or associated with them. You realize that you are prohibited from distributing these copies to others, whether or not for a charge or other compensation, and you therefore agree not to reproduce, retransmit, sell, disseminate, distribute, publish, broadcast, circulate or distribute commercially the

information without first obtaining written consent from StockCross and the Information Providers. In order to protect and preserve the contractual, statutory and common law rights of StockCross and the Information Providers in the information and other materials distributed via StockCross' online service, you fully agree to comply with the aforementioned written terms and conditions.

28.10 **PASSWORD PROTECTION AND PREVENTION OF LOSS OR UNAUTHORIZED USE:** You acknowledge that you have obtained a password and/or access number (one or more numbers, codes or other sequences that enable you to access your online account(s)) by means of StockCross' online service. You fully agree to accept full responsibility for the use and protection of the aforementioned password(s)/access number(s), including any transaction, which occurs in any account(s) opened, held or accessed by use thereof. You understand that the use and storage of any data on your computer (including without limitation any password(s)/access number(s), portfolio information, account balances or transaction activity) is your sole risk and responsibility.

28.11 You solely accept responsibility for monitoring and maintaining your account(s). By doing so, you agree to notify StockCross immediately if any of the following situations occur:

- a. Your password(s), access number(s) or account number(s) is lost or stolen.
- b. There is unauthorized use of your access number(s), password(s) or account number(s); or StockCross' online service or information.
- c. You fail to receive a message from StockCross that an order you initiated through the company's online service has been received and/or executed.
- d. You fail to receive accurate confirmation of either an open order or its execution within five (5) business days after you transmitted it through StockCross' online service.
- e. You receive any confirmation of an order that you did not place, or any inaccurate or conflicting report regarding your account balance(s), securities positions, or transaction history.
- f. You become aware of any incorrect credit to your account(s) in the form of cash, credit, or securities.
- g. There is any loss, theft of, or unauthorized access to, a computer or any electronic medium, such as a diskette, which contains a copy of the software or access number(s), password(s) and/or account number(s).

28.12 You accept sole responsibility for the confidentiality and overall use of your password(s), access number(s) and account number(s). You are also solely responsible for any and all orders placed using your password(s), access number(s) and account number(s), and accept that any order received by StockCross will be deemed to have been received from you. In the event of a breach of security, you fully agree to remain liable for any unauthorized use of StockCross' online service until the company receives actual notice from you and until your account(s) is cancelled.

28.13 StockCross will not be deemed to have received any order or instruction transmitted by you until StockCross has actual knowledge of the order or instruction. All orders or instructions, therefore, will be deemed to be made in the form received by StockCross.

29. **Separability:** If any court or regulatory body finds a provision of this agreement to be invalid or unenforceable, only that provision will be deemed invalid or unenforceable, with all other provisions of the agreement remaining in full force and effect.

30. **Assignment and Succession:** This agreement shall inure to StockCross' successors and assigns, and shall be binding upon your heirs, executors, administrators, successors, and assigns.

31. **Amendment of this Agreement:** StockCross may amend this agreement from time to time. You will be notified in writing or, by conspicuously posting notice of such change in the Customer Agreement section of the StockCross website or, by providing electronic notice to you prior to the effective date of any such amendment. No other modification of this agreement is permitted, unless stated in writing and signed by a duly authorized officer of StockCross. In the event StockCross fails to enforce strict compliance with provisions of this agreement, such failure is not to be construed as a waiver of StockCross' rights under the agreement.

32. **Governing Law:** This is a California contract and shall be construed and governed in accordance with the laws of the State of California, the courts of which shall have exclusive jurisdiction over any actions cognizable hereunder.

33. **ARBITRATION AGREEMENT:** This agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- (1) 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.
- (2) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- (3) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- (4) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- (5) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- (6) 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.
- (7) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

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:

- (1) The class certification is denied;
- (2) The class is decertified;
- (3) 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.

Except as provided herein, any dispute, claim or controversy relating to this account shall be settled by arbitration in accordance with either the rules of FINRA, or the New York Stock Exchange, Inc. Notwithstanding the foregoing it is further agreed that StockCross may at its sole option decline arbitration and elect to pursue its legal remedies as to any claim arising out of the failure of the undersigned to pay any indebtedness due to StockCross. Initiation of arbitration proceedings may be made by written demand for arbitration or notice of intention to arbitrate, served by either party upon the other, specifying the rules which are to apply to the arbitration.

The rules of some arbitration forums may impose time limits on bringing claims to arbitration, and, in some cases, claim that are ineligible for arbitration may be brought in court. The parties agree that the rules of the arbitration forum in which a claim is brought, and any amendments thereunto, are incorporated into the agreement.

OPTION AGREEMENT

44. Risk and Suitability: You acknowledge that options trading is risky. In particular, you are aware that:

- The seller of a covered call option may forfeit significant profits if the price of the underlying security increases.
- The purchaser of an option may lose the total amount paid to acquire the option.
- The seller of an uncovered option may sustain substantial, sometimes sudden loss, and the risk in selling an uncovered call option is unlimited.
- You certify that you have weighed these risks against your financial situation and investment objectives, and have determined that you are able to sustain the losses that might arise from options trading. If any material change in your financial situation or your investment objectives should occur you agree to notify StockCross before you enter your next option order.

45. Application Approval: Your application is subject to StockCross' review. You will be notified in writing of the type of option transactions, if any, for which your account has been approved.

46. Option Disclosure Document: Prior to or upon approval of your application, StockCross will send you a brochure entitled Characteristics and Risks of Standardized Options, published by the Options Clearing Corp. You agree to read this document and any supplements prior to placing any options order in your account.

47. Applicable Rules and Regulations: You agree that all option-related transactions in your account shall be governed by the rules, regulations, customs and practices of the exchange where executed, the Options Clearing Corporation (OCC), FINRA, and any other applicable regulatory agency or exchange.

48. Position and Exercise Limits: You agree, whether acting alone or in concert with others, to be bound by the position and exercise limits for option contracts as fixed from time to time by the appropriate regulatory authorities.

49. Prior Agreements: All option transactions in this account shall be subject to the terms and limitations of the Customer Agreement and Margin Agreement, as set forth above and as amended from time to time. In the event of any conflict between the other agreements and this Option Agreement, the latter shall control; and where there is no conflict each provision of each agreement shall apply.

50. Requirements: You agree to abide by StockCross' requirements for options transactions, as well as the requirements set by federal and other regulatory bodies. StockCross' requirements are set forth in section at the end of this document. You agree that StockCross may make any deficiency arising from an option transaction immediately due and payable.

51. Liquidations in Option Accounts: As stated in Sections 11 and 38 above, you acknowledged and accepted StockCross' right to close securities transactions and take whatever action in your account StockCross deems necessary for its own protection, without prior notice to you. Particular actions that StockCross may undertake in your option account include, but are not limited to: buying to close an option position that may be short in your account, or selling a long option to close; hedging an option position through buying or selling short the underlying security, or through a spreading transaction; canceling open orders in your account; and risking any or all securities underlying options purchased for your account. Circumstances where StockCross may, but is not required to, undertake such action include: the sudden increase in the price of the underlying security of a short, uncovered option in your account; a transaction for which your account has not been approved; a transaction for which the equity in your account is, in StockCross' sole judgment, insufficient; a transaction that violates StockCross' maintenance minimums; your failure to meet a margin or collateral call;

notice of your death. StockCross' failure to take action in one instance does not constitute a waiver of StockCross' right to take action in other instances.

52. Restrictions on Orders: StockCross reserves the right, for any reason and without prior notice to you, to restrict your account to certain types of option transactions, to refuse any order, or to cancel your option trading privileges altogether.

53. Exchange Restrictions: From time to time option exchanges may restrict trading or exercise privileges for certain classes of options. Although such restrictions could result in financial loss to you, you agree to hold StockCross, the Chicago Board Options Exchange (CBOE) and other organized exchanges, the OCC and FINRA harmless for any acts made in accordance with their constitutions, policies, customs, rules and regulations, and interpretations thereof.

54. Exercise: You agree to abide by StockCross' deadline of 4:15 PM Eastern Time for submitting exercise notices. You further agree to meet in full any settlement obligation arising from exercise, including commissions and/or fees.

55. Exercise at Expiration: StockCross is under no obligation to advise you of an upcoming expiration date for any option you may hold in your account, nor is StockCross required to take action at expiration with respect to your option positions. In some instances, however, your options may be exercised at expiration without your specific instruction to do so, in a manner determined by the Options Clearing Corp (OCC). An equity option that is in the money by \$.01 or more at expiration, or an index option that is \$.01 or more in the money at expiration, is subject to automatic exercise by the OCC. These values are set by the OCC and may change from time to time, without notice, and you accept the responsibility to know these values and how they affect your option transactions. You also acknowledge and accept the following:

- In the event an equity option is automatically exercised in your account, StockCross reserves the right to close the resulting position once trading resumes. Any loss that might arise from such action is your sole responsibility and obligation to StockCross.
- If you are holding an option at expiration that meets or exceeds OCC minimums for automatic exercise, and you do not wish to exercise, then you must notify StockCross of your 'contrary intent' by 4:15 PM Eastern Time on the last trading day before expiration (generally the Saturday following the third Friday of the month).
- If you are holding an option at expiration that falls under OCC minimums for automatic exercise, and you nevertheless do wish to exercise, then you must notify StockCross of your 'contrary intent' by 4:15 PM Eastern Time on the last trading day before expiration.
- You agree to hold StockCross harmless for any loss or damage that may result from your failure to instruct StockCross regarding the exercise of valuable options at expiration.

56. Assignment: All American-style short option positions are liable for assignment at any time. StockCross uses an automated random selection system to allocate an assignment among accounts holding a short position in the assigned option, including accounts that opened a short position on the day of assignment.

57. Special Statement for Writers of Uncovered Option: There are special risks associated with uncovered option writing which expose the investor to potentially significant loss. This type of strategy may therefore not be suitable for all customers approved for options transactions.

- a. The potential loss of uncovered call writing is unlimited. The writer of an uncovered call is in an extremely risky position, and may incur large losses if the value of the underlying instrument increases the above exercise price.
- b. As with writing uncovered calls, the risk of writing uncovered put options is substantial. The writer of an uncovered put option bears a risk of loss if the value of the underlying instrument declines below the exercise price. Such loss could be substantial if there is a significant decline in the value of the underlying instrument.
- c. Uncovered option writing is thus suitable only for the knowledgeable investor who understands the risks, has the financial capacity and willingness to incur potentially substantial losses, and has sufficient liquid assets to meet applicable margin requirements. In this regard, if the value of the underlying instrument moves against an uncovered writer's option position, StockCross may request significant additional margin payments. If an investor does not make such margin payments, StockCross may liquidate stock or option positions in the investor's account, with little or no prior notice, in accordance with the investor's margin agreement with StockCross.
- d. For combination writing, where the investor writes both a put and a call on the same underlying instrument, the potential risk is unlimited.
- e. If a secondary market in options were to become unavailable, investors could not engage in closing transactions, and an option writer would remain obligated until expiration or assignment.
- f. The writer of an American-style option is subject to being assigned an exercise at any time after he has written the option until the option expires. By contrast; the writer of a European-style option is subject to exercise assignment only during the exercise period.

58. INVESTMENT OBJECTIVES:

- Protection of Principle: Relatively lower risk investments with the goal of preserving the money invested
- Income: Investments with regular payments of interests, dividends or other income
- Growth: Investments with a history of future potential for capital gains, but with a higher risk of loss
- Speculation: Investments with the possibility of large profits, but also pose a higher than average possibility of loss.

59. UNRESOLVED ISSUES: An inquiry or complaint which is not resolved to your satisfaction may be directed to the StockCross Compliance Department at 9464 Wilshire Boulevard, Beverly Hills, CA 90212, 800-225-6196.

60. TRANSFER ON DEATH ACCOUNTS: You are responsible for complying with all regulations as they are in force in your state of residence. TOD accounts are only available to individuals, not retirement or fiduciary accounts.

61. MARGIN AND OPTION REQUIREMENTS: Stocks & Corporate Bonds

Margin requirements as set forth below are subject to change without notice. StockCross reserves the right in its sole judgment to adjust inflated SMA at any time.

STOCKS & CORPORATE BONDS

	Initial	Maintenance	Minimum Account Equity
Stocks below \$5.00 per share and all non-marginable stocks	100%	100%	N/A
Marginable stocks \$5.00 per share to below \$10.00	50%	Long: 50% Short: the greater of 35% or \$5.00 per share	\$2,000
Marginable stocks \$10.00 per share and above	50%	Long: 30% Short: the greater of 35% or \$5.00 per share	\$2,000
Listed Convertible Bonds rated BBB and above by S&P	50%	30%	\$2,000
Listed Non-Convertible Bonds rated BBB and above by S&P	30%	30%	\$2,000

-Margin accounts should have at least three different securities as margin collateral.

-An account with a concentrated position or less than three positions may be subject to higher margin requirements at StockCross' discretion.

-Not all OTC stocks trading at or above \$5 per share are margin eligible. Please contact StockCross' margin department with questions regarding particular OTC issues.

-Liquidating transactions are not an appropriate method of meeting initial margin calls unless executed on the same day as the new commitment.

-Bonds rated lower than BBB may have higher requirements or may not be margin eligible.

-Accounts that have a pattern of day trading may be subject to higher minimums by regulation.

OPTIONS

	Initial & Maintenance	Minimum Account Equity
Naked Equity and Narrow Based Index Options	20% of the underlying security market value plus the option premium less any out-of-the-money amount. Minimum is 10% of market value of underlying security plus option premium.	\$50,000
Naked and Broad Based Options	15% of the underlying index value plus the option premium less any out-of-the-money amount. Minimum is 10% of underlying index plus option premium.	\$50,000
Short Straddle	The greater of the two requirements, as computed under short options, above, plus the premium of other side.	\$50,000
Equity Debit Spread	Amount of Debit.	\$5,000
Equity Credit Spread	Difference between strike price times the number of spread contracts multiplied by 100 or number of shares per contract.	\$5,000
Index Debit Spread	If the strike prices differ by 10 points or more, requirement is amount of debit. If strike prices differ by less than 10 points, requirement is amount of debit plus 10 points less the difference in strike prices times 100, multiplied by the number of contracts.	\$10,000

- The short position of an option spread must expire before or at the same time as the long position.
- Any cash balances used to meet minimum equity and/or maintenance requirements will not earn interest.

-IMPORTANT INFORMATION YOU NEED TO KNOW ABOUT OPENING A NEW ACCOUNT-

CUSTOMER IDENTIFICATION PROGRAM NOTICE:

To help the government fight the funding of terrorism and money laundering activities, federal law requires financial institutions to obtain, verify, and record information that identifies each person who opens an account.

This Notice answers some questions about your firm's Customer Identification Program.

What types of information will I need to provide?

When you open an account, we are required to collect information such as the following from you:

- Your name
- Date of birth
- Address
- Identification number:

• U.S. Citizen: taxpayer identification number (social security number or employer identification number)

• Non-U.S. Citizen: taxpayer identification number, passport number, and country of issuance, alien identification card number, or government-issued identification showing nationality, residence, and a photograph of you. You may also need to show 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.

U.S. Department of the Treasury, Securities and Exchange Commission, and FINRA rules already require you to provide most of this information. These rules also may require you to provide additional information, such as your net worth, annual income, occupation, employment information, investment experience and objectives, and risk tolerance.

What happens if I don't provide the information requested or my identity can't be verified?

We may not be able to open an account or carry out transactions for you. If we have already opened an account for you, we may have to close it.

We thank you for your patience and hope that you will support the financial industry's efforts to deny terrorists and money launderers access to America's financial system.