

### ACCOUNT REQUIREMENTS:

- Complete a **New Account Application.**
- 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](mailto: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.

**Full Name:** \_\_\_\_\_

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: \_\_\_\_\_

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: 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> 4<sup>th</sup>

Income: 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> 4<sup>th</sup>

Growth: 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> 4<sup>th</sup>

Speculation: 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> 4<sup>th</sup>

**Marital Status: Dependents: Investment Experience:**

Single       0       0 - 5yrs

Married       1       5 - 10yrs

Divorced       2       10 - 20yrs

Widowed       3+       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.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**TRANSFER TYPE:**

- Total (Complete Sections 1,2 and 6)     
  Mutual Fund (Complete Sections 1,2,4 and 6)  
 Partial (Complete Sections 1,2,3 and 6)     
  Registration Change (Complete Sections 1,2,5 and 6)

**1. CURRENT ACCOUNT INFORMATION**

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

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**

<b>Firm</b> StockCross Financial Services	<b>Clearing #</b> 0445
<b>Address</b> 9464 Wilshire Blvd.	<b>City</b> Beverly Hills <b>State</b> CA <b>Zip</b> 90212
<b>Account #</b> _____	
<b>Social Security #/Tax ID</b> _____	<b>Phone</b> 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 Tax ID #	Date of Trust

## 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](http://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](http://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](http://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**

	<b>Initial</b>	<b>Maintenance</b>	<b>Minimum Account Equity</b>
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**

	<b>Initial &amp; Maintenance</b>	<b>Minimum Account Equity</b>
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.