

# Cash Account Agreement

STIFEL  
NICOLAUS

In consideration of Stifel, Nicolaus & Company, Incorporated ("Stifel") accepting and carrying a Stifel Securities Account ("Securities Account" or "Account") in the name of the client(s) signing the Cash Account Agreement ("Agreement") for the purchase and sale of securities and other property and providing the other services and privileges provided by the Stifel Account, you, as indicated on the application, hereby agree with Stifel to the terms and conditions set forth in this Stifel Investment and Account Services Cash Account Agreement.

## DEFINITIONS

1. Any reference to "you" or "your" or gender shall include all persons signing the Agreement (including custodians of Custodian Accounts and the beneficiaries of such custodian arrangements).
2. Any reference to "securities and other property" includes, but is not limited to, money, securities, and other tangible or intangible property of every kind and nature, and all contracts, investments, and options relating thereto, whether for present or future delivery.
3. "Account" means either Securities Account or Stifel Account.
4. "Agreement" means this Investment and Account Services Cash Account Agreement.
5. "Application" means the form with that title which you sign to evidence your understanding of the Agreement with the terms and conditions of the Investment and Account Services Cash Account Agreement.
6. "Cash Equivalent" means money market instruments and credit balances.
7. "Fee Schedule" means those fees set forth in the Stifel Fee Disclosure Pamphlet that accompanies this Agreement.
8. "Fiduciary" means an administrator, conservator, custodian, executor, general partner, officer, personal representative, or other similar person who has a relationship of trust and confidence with, and a duty to act primarily for the benefit of, the equitable owner of the assets of the Account.
9. "Fiduciary Account" means the Account of a natural person in which a Fiduciary holds title of the assets for the benefit of another or the Account of a non-natural person in which the Fiduciary is authorized and empowered to make decisions and give instructions with respect to the assets of that Account.
10. "Free Credit Balance" means the credit balance in your Account reduced by 1) the proceeds of the sale of any security that has not been received by Stifel in negotiable form and 2) the amount of any credit balance in your Account required by margin rules and regulations or Stifel policies to maintain short sale positions, uncovered short option positions, and forward transactions.
11. "Fund" means the General Government Securities Money Market Fund, General Money Market Fund, General Treasury Prime Money Market Fund, General California Municipal Money Market Fund, General Municipal Money Market Fund, General New York Municipal Money Market Fund, Dreyfus Pennsylvania Municipal Money Market Fund, Dreyfus New Jersey Municipal Money Market Fund, Dreyfus Massachusetts Municipal Money Market Fund, Dreyfus Connecticut Municipal Money Market Fund, FDIC Insured Bank Deposit Program, or any other investment program for which the Cash Investment Service is provided. Stifel may change the money market mutual funds for which the Cash Investment Service is provided upon thirty (30) calendar days' notice to you.
12. "Securities Account" means a cash account established and operated in accordance with Regulation T of the Federal Reserve Board, the primary purpose of which is to purchase and sell securities together with any other types of accounts permitted by Regulation T for special purpose in which you have a securities position or money balances.
13. "You" or "your" shall mean the owner(s) of the account or all persons or entities having an interest in such account(s) and all authorized agents acting and purporting to act for the benefit of the account, the owner of the account, or for any other person or entity having an interest in the account.

## BASIC TERMS AND CONDITIONS

1. **Previous Agreements:** If you already have a Securities Account, you agree that it will now be governed by and be subject to the provisions of this Agreement, superseding any and all agreements and documents which you may have previously signed in connection with the opening of your Securities Account. Any provision in your existing accounts at Stifel not specifically covered by this Agreement will remain in full force and effect. **In any event, you agree that any Stifel account you already have or in which you have a beneficial interest, will be subject to the paragraph in this Agreement captioned Arbitration Agreement, whether or not such account(s) are becoming part of your Securities Account.**
2. **Cancellation Provisions:** Should Stifel for any reason whatsoever deem it necessary for its protection, Stifel is authorized without notice to you, to cancel

any outstanding orders or to close out your Securities Account in whole or in part. If this is an individual account, Stifel, in its discretion, is authorized to take the same actions enumerated in the previous sentence in the event you should die.

3. **Interest:** Under certain circumstances, interest may be charged in a special cash account for an extension of credit which may not be directly related to purchases of securities on margin. Examples of such extensions of credit include, but are not limited to, prepayments on securities sold (proceeds of sales paid to you prior to the later of the settlement date or Stifel's receipt of the securities sold in "good delivery" form) and late payments in cash accounts (payments received or securities delivered after settlement date).
4. **Asset Requirement:** Stifel may from time to time establish or modify minimum requirements for assets on deposit for opening or maintaining a Securities account.
5. **Representations:** You represent that you have attained the age of majority under the laws of the state in which you reside, and if you are an employee of any exchange, or of any corporation which any exchange controls, or of a member firm on a registered exchange, or of a bank, trust company, insurance company, or any corporation, firm, or individual engaged in the business of dealing in securities either as broker or principal, that you will abide by the rules of such exchanges and of the regulatory agencies for such business and by Stifel's policies. You represent that the financial information and investment objectives provided to us are accurate in all material respects and that you will promptly inform us of any material changes in your financial or other circumstances, including investment objectives. No one other than you has or will have an interest in your account except as you shall advise Stifel in writing, which is subject to acceptance by Stifel.
6. **Available Funds:** Such portion of your securities Account's Free Credit Balance held by Stifel two (2) days (in the case of domestic bank checks and longer in the case of foreign banks) which was not transferred to Stifel by "wire transfer" of federal funds, or for which there is an insufficient balance, may not be available as a source of payments for account transactions.

## LIEN AND PROVISIONS IN THE EVENT OF FAILURE TO PAY OR DELIVER

You hereby grant to Stifel a lien on and a security interest in all orders, securities, and other property now or hereafter held, carried, or maintained by Stifel for any purpose, including any of the securities accounts in your name (either individually or jointly with others) now or hereafter opened and any accounts in which you may now or hereafter have an interest (either individually or jointly with others), to secure all of your indebtedness and other obligations of any kind or nature to Stifel in respect to such accounts. Whenever you do not, on or before the settlement date, pay in full for any security purchased for your Securities Account, or deliver any security sold (including, without limitation, any dividends you have received directly from the issuer but to which you are not entitled) for your Securities Account, Stifel is authorized (subject to the provisions of any applicable statute, rule, or regulation) as follows:

1. To cancel orders or transfer securities and other property held by Stifel from or to any of such accounts whenever Stifel considers such a transfer necessary to preserve and give effect to Stifel's lien and security interest for Stifel's protection. In enforcing Stifel's lien, Stifel shall have the discretion to determine which securities and other property are to be sold and which contracts or orders are to be closed or cancelled, all without liability therefore to Stifel;
2. Until payment or delivery is made in full, Stifel may pledge, repledge, hypothecate, or rehypothecate, without notice, any or all securities which Stifel may hold for you (either individually or jointly with others), separately or in common with other securities or any other property, for the sum then due or for a greater or lesser sum without retaining in Stifel's possession and control for delivery a like amount of similar securities. You authorize Stifel to borrow any security or other property necessary to make delivery thereof, and you hereby agree to be responsible for any loss which Stifel may sustain thereby and any premiums which Stifel may be required to pay thereon, and for any loss which Stifel may sustain by reason of Stifel's inability to borrow the security or other property sold; and
3. To sell any or all securities which Stifel may hold in any such account, or buy-in any or all securities required to make delivery for any such account, or cancel any or all outstanding orders or commitments for any such account.

In the event that you are more than five (5) business days late in making any payment to Stifel in accordance with the provisions of this Agreement, you agree that, to the extent permitted by law, a late charge equal to 5% of the amount of such payment may be imposed. The reasonable costs and expenses of collection of such indebtedness and obligations, including attorney's fees incurred and payable or paid by Stifel, shall be payable to Stifel by you promptly upon demand. Interest charges may apply.

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## LIABILITY

Stifel shall not be liable (directly or indirectly) for any loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, acts of war, strikes, failure of the mail or other communications systems, mechanical or electronic failure, or failure of third parties to follow instructions or other conditions beyond Stifel's control. Stifel will not be liable for any indirect or consequential losses arising out of your use of the securities or cash in your Securities Account, including, without limitation, loss of an investment position due to an erroneous or inadvertent debit, the tax consequence of the sale of securities, lost opportunity, missed dividends, etc. This provision shall survive the termination of your Securities Account for any reason.

## PURCHASES AND SALES BY CLIENT

You agree that Stifel may rely upon any oral buy or sell instructions to your Financial Advisor and that no written confirmation of these oral instructions need to be given by you, unless requested for any reason by Stifel. Further, you understand and agree that any order to "sell short" must be designated as a short sale at the time the transaction is entered. Unless specified as a short sale, Stifel will treat all sell orders as being for securities owned "long" at that time by you. You agree to deliver the securities in negotiable form on or before settlement date.

## RULES AND REGULATIONS / GOVERNING LAW

All transactions in your Securities Accounts are subject to applicable laws and to the constitution, rules, regulations, customs, and usage of the exchange or market and its clearinghouses where such transactions are executed by Stifel and its agents. You also understand that Stifel may establish general rules and regulations governing the operation of your Securities Account. You agree that the operation of your Securities Account also shall be governed by Stifel's general rules and regulations, as now in effect or as amended from time to time. This Agreement and the transactions contemplated hereby shall be construed and governed by the laws of Missouri, and its provisions shall be continuous, shall cover individually and collectively all accounts which you may open or re-open with Stifel, shall inure to the benefit of Stifel's present organization, and any successor organization, irrespective of Stifel's present organization or any successor organization, and shall be binding upon you and/or the estate, executors, administrators, and assigns of you. The invalidity, illegality, or unenforceability of any particular provision of the Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid, illegal, or unenforceable provisions were omitted.

## PROVISIONS APPLICABLE TO FIDUCIARY ACCOUNTS

If this is a Fiduciary Account, you hereby represent, warrant, and certify: 1) that the individuals signing this document are duly appointed and qualified Fiduciaries, 2) that such Fiduciaries have been duly authorized to establish and maintain this Securities Account, 3) all transactions initiated by the Fiduciaries will be in accordance with the provisions of applicable law and the document governing the fiduciary capacity, if any, 4) that such Fiduciaries may execute any documents that Stifel may require, and 5) unless Stifel has notice to the contrary acknowledged by a principal of Stifel, any one of the Fiduciaries may individually provide instructions as to the assets of this Securities Account, including, without limitation, to order the transfer or delivery of funds and securities to pay any other person, including any Fiduciary.

If this is the Fiduciary Account of a non-natural person, the signers also represent, warrant, and certify that the owner is duly constituted or organized and validly existing under the laws of its domicile and that the instrument or capacity under which it exists is in full force and effect.

## GENERAL PROVISIONS FOR JOINT ACCOUNTS

If this Account has more than one owner, the manner in which Stifel carries the names of the owners on its records shall designate the nature of the joint tenancy. You, and each of you, agree jointly and severally with Stifel:

1. To be fully and completely responsible for this Securities Account and to pay on demand any debit balance at any time.
2. That each of you has full power and authority to make purchases and sales, withdraw monies and property, or do anything else with reference to said Account, and Stifel is authorized and directed to act upon instructions of any of you, provided however that Stifel will make all checks payable to all tenants jointly and deliver property registered in the names of all joint tenants unless all tenants provide Stifel with other written instructions. The authority of each of you to act in connection with this account shall continue until Stifel receives written notice from any of you revoking that authority.
3. That any notice of any kind sent to any of you shall be a notice to each of you.
4. That this agreement shall survive the disability or incompetence of any of you.
5. That in the event of the death of any of you, Stifel shall in good faith without actual notice of such death, continue to act under this Agreement. Any and all action so taken by Stifel shall be binding on the survivor(s) and his/her legal representatives, beneficiaries, and assigns, who shall also be bound by any payment or delivery made to or any transaction made by the survivor(s), and Stifel shall look only to the survivor(s).

You ratify and confirm all transactions which may hereto have been entered into for your Securities Account by any of you. In the event that Stifel shall receive conflicting or

inconsistent instructions from any of you, Stifel may follow any of such instructions as is its will or it may refrain from executing any of such instructions until they have been reconciled in writing to Stifel's satisfaction, all without liability to Stifel.

You agree that all money and property that Stifel holds for you individually or in any joint account will be considered collateral and will be subject to a general lien in favor of Stifel. You further agree that Stifel is authorized to sell securities and/or purchase any and all property in any account to satisfy any obligation you have individually or jointly. Stifel must receive immediate notice in writing of the death of any one of you. The estate of any of you who shall have died shall be liable, and the survivor(s) shall continue to be liable, jointly or severally, for any existing debit balance or loss in your Securities Account.

*Regarding community property:* If you are married and are residents of a community property state, although the laws of community property states may recognize spouses' rights to agree to hold property as joint tenants with rights of survivorship, you acknowledge that you should consult with your attorney to ensure that your specific state will recognize the joint tenancy this account creates.

*If one or more of you is a resident of Louisiana:* You acknowledge that Louisiana may not generally recognize joint tenants with rights of survivorship as a form of ownership and may require court approval to treat as such. You understand that Stifel will treat such account as a **Joint Tenants In Common** account unless Stifel is provided with documents by you that prove you have legal authority to treat the account as joint tenants with rights of survivorship.

## STIFEL AS AGENT

You understand that Stifel is acting as your agent for all securities transactions unless we confirm to you in writing (through your transaction confirmation) that we are acting as dealer (principal) for Stifel's own account. Further, you understand that Stifel associates may own the same securities as you may and that your transactions in such securities may be occurring at the same time as transactions initiated by Stifel associates. Under such circumstances, Stifel's policies and procedures are designed to protect your interests with respect to execution and pricing.

## BUSINESS CONTINUITY PLANS

In today's world of electronic communications and networked businesses, various events could interrupt primary routines of conducting business. Stifel Nicolaus has plans in place for continuing services to clients during business emergencies. In the event that various levels and types of disruptions occur, from natural or manmade incidents, Stifel maintains service, communication, and processing systems that are networked and accessible from other Stifel locations. Stifel also conducts frequent backup of system information that is maintained in multiple locations and secure offsite locations. In the case of a significant event, Stifel has access to certain critical systems in alternative geographic regions. In addition, our primary business and servicing partners have developed similar plans and backup systems.

The varying scenarios that we have planned for include disruptions that would affect a branch office, the home office building, a surrounding business district, an entire city, or a general geographic region, as well as firm-wide issues. Depending upon the severity of the disruption, we anticipate being able to provide you with the level of service you are accustomed to in a matter of minutes for a localized matter and within a few hours or a business day for a significant district or regional disruption. Many of our communications and support systems are designed to redirect to backup systems in the event of a critical disruption. Likewise our internal systems are designed to continue communicating essential information to our Financial Advisors, who, in turn, will be able to communicate with you.

As with any matters of this importance, Stifel is continually reviewing and evaluating the business contingency plans to implement improvements. This information in its most current form will be posted on our web site, [www.stifel.com](http://www.stifel.com). In the event that we need to initiate our business continuity strategy and you are unable to reach your Financial Advisor, information will be posted to our web site or you will be able to reach our home office at (314) 342-2000.

## COMPLIANCE WITH PROCESS

You authorize Stifel to comply with any process, summons, order, injunction, execution, constraint, levy, lien, or notice of any kind ("Process") received by or served upon Stifel which, in Stifel's sole opinion, affects your Account. Stifel may, at its option and without liability, thereupon refuse to honor orders to pay or withdraw sums from your Account and may either hold the balance herein until the Process is disposed to Stifel's satisfaction or pay the balance over to the source of the Process. In any event, Stifel shall have no obligation to contest the service of any such Process or the jurisdiction of the source.

## CONFIRMATIONS AND STATEMENTS

You will receive confirmation statements reporting the execution of orders. You will also receive account statements reporting activity in your account. You acknowledge that, due to the nature of the markets involved, positions confirmed or deleted in error may result in a substantial loss. Consequently, you agree that if for any reason you fail to bring an error or discrepancy to Stifel's attention within the period specified below, any loss will be your responsibility and liability, as applicable. These statements shall be conclusive and binding upon you unless you object within

five (5) business days of receipt of confirmation statements and within ten (10) business days of receipt of account statements. Your objection must be in writing and directed to the following address: Compliance Director; Stifel, Nicolaus & Company, Incorporated; 501 North Broadway; St. Louis, Missouri 63102.

Notices and other communications delivered or mailed to your address of record shall be deemed to have been personally delivered to you, unless Stifel has been notified in writing of a different mailing address for your account. You are required to notify Stifel promptly of any changes of address or telephone numbers where you can be reached. Stifel may at its discretion "household" (i.e., include in one mailing) all confirms and statements issued on the same day to the same address.

#### RESPONSIBILITY FOR TRANSACTIONS

Unless otherwise specified by you, Stifel is authorized to enter orders for you in its name on any exchange or other market or place where such business may be transacted for your account and risk upon the instructions of you or your agent. You authorize Stifel to employ agents on your behalf with the identity of any such agent so employed to be disclosed upon request. Stifel shall have no liability to you for the errors or omissions of such agents who are independent contractors, provided, however, in any controversy between you and such agent, Stifel will provide without expense to you, such records and testimony of the transactions as Stifel has in its possession.

#### RECOMMENDATIONS ARE OPINIONS, NOT FACTS

The recommendations of Stifel or its agents or employees are recognized by you as opinions, since such suggestions deal with future developments that cannot be predicted with certainty. Stifel is under no obligation to keep you abreast of developments in the market concerning securities, options, and other property, and you shall be responsible for remaining informed concerning those securities, options, or other property held in the account.

#### TRADING RESULTS IN COMMISSIONS, FEES, AND COSTS

Stifel or its agents or employees may from time to time make recommendations concerning the advisability of buying, selling, or holding securities, options, or other property, or employing a trading method or program. You are aware that Stifel is in the business of generating brokerage commissions, and, as such is the case, the more trades you make, the higher will be the amount of commissions generated. Trading programs may result in a higher number of trades being generated and commissions charged. Transactions in securities, options, or other property and the market activities of Stifel or any of its officers, employees, or shareholders may be inconsistent with the recommendations of Stifel or its employees to you.

#### NO DISCRETION ABSENT WRITTEN AUTHORIZATION

Neither Stifel nor any agent or employee of Stifel shall have any power, authority, or discretion to enter into a mutual agreement, arrangement, or understanding, on behalf of Stifel or the agent, in which Stifel or such agent agrees to render to you any advice which will serve as a primary basis for investment decisions with respect to the assets of the account and which investment advice is individualized to the particular needs or objectives of the account. Notwithstanding anything to the contrary herein, you may appoint Stifel or any other qualified third party as an investment manager with respect to all or a portion of the assets in your account pursuant to a written management contract between you and the investment manager.

#### ATTORNEY'S FEES AND COSTS

Stifel shall not be liable for any act or omission made with respect to your account except for its intentional misconduct or negligence. Any expense, including attorney's fees, incurred by Stifel in collection of a deficit from you shall be borne solely by you. Any expense, including attorney's fees, incurred by Stifel in defense of any action brought against you and Stifel shall be borne solely by you. Any expense, including attorney's fees, incurred by Stifel in defense in an action brought by you seeking rescission of any agreement between you and Stifel or to recover damages for the activities of Stifel or its agents or employees in handling any of your accounts shall be borne solely by the account, or by you as the case may be, should Stifel prevail.

#### ARBITRATION AGREEMENT

**The following disclosure is required by various regulatory bodies but should not limit the applicability of the following arbitration provision to or in any claim or controversy which may arise between you and Stifel. This Agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:**

- **Arbitration is final and binding on the parties. 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.**
- **The parties are waiving their right to seek remedies in court, including the right to a jury trial. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
- **Pre-arbitration discovery is generally more limited than and different from court proceedings. The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.**

- **The arbitrators' award is not required to include factual findings or legal reasoning, and any party's right to appeal or seek modifications of rulings of the arbitrators is strictly limited. The arbitrators do not have to explain the reason(s) for their award.**
  - **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
  - **The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.**
  - **The rules of the arbitration forum in which the claim is filed, and any amendments thereto, are hereby incorporated into this Agreement.**
  - **The award of the arbitrators or of the majority of them shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.**
  - **No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied, or (ii) the class is decertified, or (iii) the client 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.**
- You agree, and in consideration of Stifel carrying an account for you, Stifel agrees, that all controversies which may arise between us, including any dispute involving Stifel's present or former agents, employees, officers, and directors and including, but not limited to those involving transactions in any account you have individually or jointly with or on behalf of another party at Stifel, including those in which you have a beneficial interest, or the construction, performance, or breach of this or any other agreement between us, whether entered into prior, on, or subsequent to the date hereof, shall be fully and finally determined by binding arbitration. Any arbitration under this Agreement shall be determined pursuant to the arbitration laws of the State of Missouri and Federal Arbitration Act, where applicable, before the Financial Industry Regulatory Authority. You or your agent may elect the arbitration forum pursuant to this Agreement, but if you fail to make such election, by means of actual delivery of written notice to Stifel at its main office before the expiration of five (5) days after receipt of a written request from Stifel to make such election, then Stifel may make such election.**
- **A copy of this arbitration agreement is hereby given to you, who shall acknowledge receipt thereof on the Agreement or on a separate document.**
  - **If you file a claim in court against Stifel or its present or former employees, officers, or directors, Stifel may seek to compel arbitration of any such claim. If Stifel seeks to compel arbitration of such claims, Stifel must agree to arbitrate all of the claims contained in the complaint if the client so requests.**

#### DISPUTE RESOLUTION

You acknowledge that the preferred forum for any dispute resolution involving controversies which may arise between you and Stifel is through arbitration pursuant to the terms of the arbitration provision found in this Agreement. In the unlikely event any controversy or dispute arising under this Agreement with Stifel is determined to be ineligible for arbitration, you agree as follows: **THE PARTIES TO THIS AGREEMENT SHALL NOT EXERCISE ANY RIGHTS THEY MAY HAVE TO ELECT OR DEMAND A TRIAL BY JURY. YOU AND STIFEL HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY.** You acknowledge and agree that this provision is a specific and material aspect of the agreement between the parties and that Stifel would not enter into this Agreement with you if this provision were not part of the agreement.

#### DISPUTE RESOLUTION LOCALE

Any suit, arbitration proceeding, reparations proceeding, claim, or action against Stifel or its present or past officers, agents, or employees shall be brought and heard in the city where the branch sales office of Stifel is or was located with which you dealt. If the court, arbitration forum, or reparations tribunal does not conduct hearings in that city, then any such action must be brought and heard in the locale closest to that city in which the court, arbitration forum, or reparations tribunal conducts hearings. This paragraph shall apply even if you have related disputes with other parties which cannot be resolved in the same locale

#### TERMINATION

This Agreement shall remain in effect until a principal of Stifel acknowledges in writing the receipt of a written statement from you that you wish to terminate your Securities Account, after which time you will not be bound for any further transactions made for the Account. However, you shall remain liable for any charges arising in your Account, whether arising before or after termination. Stifel reserves the right to terminate your account at any time by written notice to you.

# Cash Account Agreement

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## AMENDMENT

Except as herein otherwise expressly provided, no provision of this Agreement shall in any respect be waived, altered, modified, or amended by you unless such waiver, alteration, modification, or amendment be committed to in writing and signed by a principal of Stifel. Except as herein otherwise expressly provided, Stifel can change the terms of this Agreement at any time. The new terms will apply to this Agreement, including, without limitation, any outstanding debit balance in your account, unless Stifel tells you otherwise. In the event that you do not agree with any changes made to this Agreement by Stifel, you may pay any debit balance in full within thirty (30) calendar days of receipt of notice of any change and terminate your Stifel Account. Failure to terminate your Stifel Account or Securities Account by such date shall be deemed acceptance of any amendments to this Agreement.

## BANKING LAW DISCLAIMER

You should be aware that the Securities Account is not a bank account, that the Securities Account is not insured by the Federal Deposit Insurance Corporation, and that Stifel is not a bank. Any determination by any federal or state regulatory authority that certain features of the Securities Account constitutes unauthorized banking by Stifel may result in the termination of your account by Stifel.

## BINDING EFFECT; ASSIGNMENT

This Agreement shall bind your heirs, executors, successors, administrators, assigns, committee, and conservators ("successors"). In the event of your death, incompetency, or disability, whether or not successors of your estate and property shall have qualified or been appointed, we may continue to operate as though you were alive and competent until notified otherwise. This Agreement shall inure to the benefit of Stifel's successors and assigns.

## CALCULATIONS

Unless otherwise specifically defined or specified here, all calculations required to be made shall be made by Stifel utilizing its then uniform and general procedures.

## SIPC

Stifel is a member of the Securities Investor Protection Corporation (SIPC). SIPC coverage protects securities customers of its members up to \$500,000 (including \$250,000 for claims for cash). An explanatory brochure is available at [www.sipc.org](http://www.sipc.org) or by calling SIPC at (202) 371-8300. Stifel has purchased additional securities coverage of \$149,500,000 and cash coverage of \$900,000 for a total of \$150,000,000 of securities coverage and \$1,150,000 of cash coverage (subject to the terms and conditions of the policy). This coverage does not protect against market losses and does not cover securities not held by Stifel.

## Authorization Signature(s)

By signing below, I acknowledge that I have received a copy of the Cash Account Agreement and that I agree to all its terms and conditions. I (we) acknowledge that if this account is a joint account, it will be carried as **Joint Tenants With Rights of Survivorship (JTWROS)** unless a different registration is specified below. If the account is held as joint tenants with rights of survivorship, each tenant owns the account in proportion to his or her net contributions to it, and upon the death of one of us, the remaining account passes to the survivor(s). (See General Provisions for Joint Accounts, contained herein, if you are a resident of a community property state or Louisiana.)

**Please indicate alternate form of joint ownership, if other than JTWROS, and indicate the percentage ownership of each joint owner.**

The Cash Account Agreement may not be amended or altered unless agreed to in writing by Stifel. **I AM AWARE THAT THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES ON PAGE 3 IN THE PARAGRAPH TITLED "ARBITRATION AGREEMENT."**

Account Title

\_\_\_\_\_  
\_\_\_\_\_

Stifel Account Number

Signature(s) — Sign exactly as account is titled. All account owners must sign.

Signature

Date

Signature

Date

## Substitute IRS Form W-9 (check one)

My Social Security Number: \_\_\_\_\_

My Employer Identification Number: \_\_\_\_\_

Federal Tax Classification for Corporate Accounts:  C Corporation  S Corporation

Tax Certification – *Under penalties of perjury, you certify that:* 1) The number shown on this application is your correct taxpayer identification number (or you are waiting for a number to be issued); 2) You are not subject to backup withholding because: a) You are exempt from backup withholding, b) You have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest and dividends, or c) the IRS has notified you that you are no longer subject to backup withholding. 3) You are a U.S. Citizen or other U.S. person (as defined in general instructions). 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 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. **If you, at any time, become subject to backup withholding following the opening of your account(s), you agree that you will promptly notify your Stifel Financial Advisor in writing. By signing this Agreement, you acknowledge that the IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.**

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