

## Electronic Services Supplement

This Electronic Services Supplement governing the Use of Electronic Services for Online Trading and Consent to Electronic Delivery of Information (the "**Electronic Services Supplement**") is part of the previously executed Customer Futures Account Agreement ("**Agreement**"). Unless otherwise defined in this Electronic Services Supplement, defined terms have the same meaning as set forth in the Agreement. In the event any provision in this Electronic Services Supplement conflicts or is inconsistent with any provision of the Agreement, the provisions of this Electronic Services Supplement shall control for matters or services related to this Electronic Services Supplement. This Electronic Services Supplement sets forth certain additional terms and conditions under which optionsXpress, Inc., its agents and assigns ("**optionsXpress**") (a) will allow access to optionsXpress's website(s) to allow Customer to use certain services, including, but not limited to electronic trading services (each, a "**Trading Service**") allowing Customer to enter into transactions in commodities, futures and options on futures and other financial instruments (each, a "**Transaction**") which will be executed through optionsXpress with a third party provider performing execution services, to view and/or download information about Customer's account ("**account**" or "**Account**") with optionsXpress and the status of Transactions Customer previously entered and (b) will deliver prospectuses, disclosure documents, monthly account statements, confirmations and other communications electronically, via email, file protocol transfer, or any other similar method when such delivery is available (the "**Electronic Services**").

### Access To And Use Of The Electronic Services

#### 1. Access to the Electronic Services

Customer acknowledges and agrees that the Electronic Services may only be used by a User to whom optionsXpress has issued a User ID and authorized a Password, as these terms are defined below. optionsXpress reserves the right to terminate, suspend or change any User ID or Password and to limit or restrict, in their sole discretion, the Electronic Services offered to Customer or User. A "**User**" is Customer and any person whom Customer has authorized, in a manner designated by optionsXpress, to access Customer's Account with optionsXpress through the Electronic Services. "**User ID**" means an alpha-numeric code that uniquely identifies a User for purposes of the Electronic Services, and "**Password**" means any authentication device (including alpha-numeric codes) associated with a User ID that optionsXpress may now or in the future require for access to Customer's Account through the Electronic Services.

#### 2. Customer's Responsibilities

Customer is fully responsible for all acts and omissions relating to the use of the Electronic Services for Customer's Account and the use of information regarding Customer's Account, by any person who uses the User ID and Password of any of Customer's Users. Customer may not, and shall ensure that Customer's Users do not, share Customer's User IDs or Passwords with others, and must notify optionsXpress immediately if Customer knows or suspects that the confidentiality of the Password of any of Customer's Users has been compromised. Only persons to whom optionsXpress has issued a User ID may use the Electronic Services under that User ID. Customer further agrees to notify optionsXpress of the names of any Users whom Customer wishes to have view-only access, if such access is available, or any other type of authority relating to Customer's Account or User ID. **If optionsXpress grants such access or authority, Customer agrees to be bound by any transactions in Customer's Account or any agreements that these persons enter into with optionsXpress on Customer's behalf. Customer further agrees to abide by all other rules and procedures regarding the use of the Electronic Services that optionsXpress, or its agents may establish from time to time.**

#### 3. Information Made Available Through The Electronic Services

1. The documents and other information delivered electronically may be formatted in Adobe Acrobat's portable document format ("**PDF**"), hypertext mark-up language ("**HTML**") or other file formats optionsXpress deems appropriate. In order to view or print documents provided in PDF, Customer will have to obtain the Adobe Page Acrobat Reader, which is available free of charge at Adobe's website (located at [www.adobe.com](http://www.adobe.com)) and install it on Customer's computer. If optionsXpress changes to a format other than HTML or PDF, optionsXpress will provide Customer with reasonable advance notice, a statement of any new hardware and software requirements for accessing and retaining the information, and access to appropriate software and technical assistance if necessary. Customer is responsible for having any necessary hardware, software or other technology to access the Electronic Services and any information sent electronically, including a printer or other device to download and save any information that Customer may wish to retain.
2. Customer is permitted to store, display, analyze, modify, reformat and print the information made available to Customer via the Electronic Services only for Customer's own use. Customer agrees not to publish, transmit or otherwise reproduce this information, in whole or in part, in any format to any third party without the express written consent of optionsXpress or their third party providers. Customer further agrees not to alter, obscure or remove any copyright, trademark or any other notices that are provided to Customer in connection with the information. optionsXpress reserves the right, at any time and from time to time, in the interests of their own editorial discretion and business judgment to add, modify or remove any of the information and to terminate or restrict Customer's access to the information. The terms of this Electronic Services Supplement are not intended and will not transfer or grant any rights in or to the information other than those which are specifically described in this Electronic Services Supplement, and all rights not expressly granted in this Electronic Services Supplement are reserved by optionsXpress or the third party providers from whom optionsXpress has obtained the information.

#### **4. Information Made Available Through The Electronic Services**

Customer represents and warrants that: (a) Customer will not use the Electronic Services in contravention of the terms of this Electronic Services Supplement, the Agreement and any applicable rules and regulations, (b) Customer will use the Electronic Services only for the benefit of Customer's Account and not on behalf of any other party, (c) with the exception of Web browser software and other applications specifically approved by optionsXpress in writing, Customer agrees not to use (or allow another person to use) any software, program, application or other device, directly or indirectly, to access or obtain information through the Electronic Services or to automate the process of accessing or obtaining such information, and (d) any information that Customer provides to optionsXpress will be accurate and complete. **Neither optionsXpress and its affiliates, nor any third party provider make any warranty whatsoever, express or implied, to Customer or User as to the Electronic Services. Customer expressly acknowledges and agrees that the Electronic Services are provided by optionsXpress and its affiliates and their third party providers on an "as is" basis at Customer's sole risk and that optionsXpress and its affiliates and their third party providers expressly disclaim any implied warranties of merchantability or fitness for a particular purpose, including any warranty regarding the use or the results of the use of the services with respect to their correctness, accuracy, completeness, quality, reliability, timeliness, pricing, continued availability, performance or otherwise. Neither optionsXpress and its affiliates, nor any third party contributing in any manner to the Electronic Services will have any responsibility to Customer or to User maintain the**

Electronic Services or to provide any corrections, updates or releases in connection with them.

#### 5. Limitation of Liability; Indemnity

1. Except as otherwise provided by law, optionsXpress and its affiliates, partners, managing directors, officers, directors, employees and agents (collectively, "**Indemnified Parties**") shall not be liable to Customer or to User for any expenses, losses, damages, liabilities, demands, charges and claims of any kind or nature whatsoever (including legal expenses and reasonable attorneys' fees) (collectively, "**Losses**") by or with respect to any matters pertaining to this Electronic Services Supplement, except to the extent that such Losses are actual Losses and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from optionsXpress and its affiliates' gross negligence or willful misconduct.
2. Customer agrees that Indemnified Parties will have no liability, contingent or otherwise, to Customer or any of Customer's Users: (i) for the correctness, accuracy, completeness, quality, reliability, timeliness, pricing, security, performance or continued availability of the Electronic Services or for delays or omissions of the Electronic Services, (ii) for any special, indirect, incidental or consequential damages that may be incurred or experienced on account of Customer's use or attempted use of the Electronic Services even if optionsXpress has been advised of the possibility of such damages, (iii) for any failure to inform Customer of difficulties (including systems delays) experienced by optionsXpress and its affiliates or third party providers with respect to the use of the Electronic Services or to take action in connection with those difficulties, (iv) to verify, correct, complete or update any information made available via the Electronic Services, or (v) for the failure of any connection to the Electronic Services to provide or maintain Customer's access to the Electronic Services, or for any interruption or disruption of such access or any erroneous communications between optionsXpress and Customer, regardless of whether the connection or communication service is provided by optionsXpress or its affiliates or a third party.
3. Customer agrees to indemnify and hold harmless Indemnified Parties from and against any and all Losses, as incurred, arising out of the use of the Electronic Services by Customer or any of Customer's managing directors, partners, officers, affiliates, employees and agents, including Losses arising from Customer's or Customer's Users: (i) alleging a false or misleading statement in any of the representations and warranties provided by Customer in this Electronic Services Supplement; (ii) arising out of a violation of this Electronic Services Supplement; or (iii) any breaches of the security of the Electronic Services caused directly or indirectly by Customer, Customer's managing directors, partners, officers, affiliates, employees or agents, except to the extent that such Losses are due to optionsXpress's gross negligence or willful misconduct. As used in this Section 5, the term Indemnified Parties includes all of the third party providers who provide optionsXpress with or otherwise assist them with any portion of the Electronic Services. Such third party providers will have no liability to Customer for monetary damages on account of the Electronic Services provided to Customer under this Electronic Services Supplement.

4. Furthermore, Customer agrees that the liability of Indemnified Parties arising from a failure of the Electronic Services will not exceed \$10,000.

#### **6. Internet Communications**

optionsXpress will take measures that they believe appropriate to protect the confidentiality of information that is transmitted to Customer over the Internet. Customer acknowledges, however, that the Internet is not a secure network and that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties. Customer further acknowledges that optionsXpress may be unable to assist with problems that result from difficulties that Customer may encounter while logging on to or accessing the Electronic Services.

#### **7. No-Promotion**

Customer agrees that without the prior written consent of optionsXpress, it will not: (i) use optionsXpress's name, or the name of any affiliate, managing director, employee of optionsXpress, or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation of optionsXpress or its affiliates in advertising, publicity, or otherwise; or (ii) represent (directly or indirectly) that any product or any service provided by optionsXpress has been approved or endorsed by Customer.

#### **8. Consent to Delivery of Confirmations, Account Statements and Other Information via Electronic Media**

Customer hereby consents to receiving all notices, communications and other information from optionsXpress electronically. This information may be provided via an online posting on optionsXpress's website, e-mail, file transfer protocol, CD-ROM or otherwise through the Electronic Services. Furthermore, Customer authorizes optionsXpress to deliver information to Customer by sending Customer a notice that directs Customer to a website that contains the information and from which it can be read and printed. Customer agrees that the sending of the notice by optionsXpress will constitute good and effective delivery of the information to Customer, regardless of whether Customer actually accesses the website containing the information. Customer acknowledges that Customer may incur expenses (such as online service provider charges) associated with Customer's use of the Electronic Services and the electronic delivery of information to Customer and agrees that Customer will be solely responsible for all such expenses. In addition, Customer acknowledges and agree that:

1. optionsXpress may, but is not required to, send Customer paper copies of any information that either is entitled to deliver to Customer electronically. Furthermore, at Customer's request, optionsXpress will send paper copies of any information that the law requires optionsXpress to provide. Customer may request paper copies of information by contacting optionsXpress. However, optionsXpress may charge a reasonable service charge for the delivery of paper copies of any information provided to Customer electronically pursuant to this Electronic Services Supplement. Customer agrees, however, that neither Customer's request for, nor optionsXpress's delivery of, a paper copy will imply that the previous electronic delivery of the information did not constitute good and effective delivery.
2. Customer may revoke this consent to electronic delivery at any time by delivering to optionsXpress written notice of such revocation. Such revocation shall include the address that Customer desires all information to be sent to and will be effective after optionsXpress has had reasonable time to act on such notice. Until optionsXpress has received and had a reasonable time to act on any notice of a change, optionsXpress may continue to send information to Customer's previous e-mail

address, IP address, facsimile number or other electronic address, and any such information will be deemed to have been delivered to Customer, whether or not Customer has actually received it. Customer agrees, however, that if Customer revokes Customer's consent, optionsXpress may restrict or terminate Customer's access to the Electronic Services, or eliminate available products or features of Customer's Account.

3. The scope of this consent to electronic delivery includes, but is not limited to, prospectuses and other disclosure documents, confirmations, Account statements, margin and maintenance calls, and any other information delivered or provided to Customer by optionsXpress, the issuers of the securities in which Customer invests and other parties in connection with Customer's Account when such electronic delivery is available.

Customer will promptly notify optionsXpress in writing of any change in Customer's e-mail address, IP address, facsimile number or any other electronic delivery address agreed between Customer and optionsXpress. Customer may provide notice of a change in Customer's electronic delivery address by giving written notice to optionsXpress. Until optionsXpress has received and had a reasonable time to act on any notice of a change, optionsXpress may continue to send information to Customer's previous e-mail address, IP address, facsimile number or other electronic address, and any such information will be deemed to have been delivered to Customer, whether or not Customer has actually received it.

#### **9. Responsibility for Transactions**

Customer will be (i) solely responsible for all acts or omissions of any person using a Trading Service through Customer's User ID and Password or such other access method specified by optionsXpress ("collectively, "**Access Methods**") and (ii) bound by the terms of all Transactions executed through a Trading Service using Customer's Access Methods. All Transmissions generated by use of Customer's Access Methods will be deemed to be authorized by Customer. Upon receipt of notice that Customer's Access Methods have been lost, stolen or compromised, Customer's Access Methods will be promptly cancelled but Customer will be responsible for any actions taken through the use of such Access Methods before they are cancelled. In optionsXpress's sole discretion, we may terminate, revoke, suspend, modify, or change any or all of Customer's Access Methods at any time with or without prior notice.

#### **10. No Responsibility for Suitability**

**Customer agrees that Customer is solely responsible for any investment or trading decisions made by Customer with respect to products identified on the Trading Services and that optionsXpress will not be responsible for determining the suitability, appropriateness or advisability of any Transaction Customer may enter into in such products.**

#### **11. Ability to accept or reject any Transaction**

optionsXpress will be free to accept or reject any Transaction that Customer seeks to execute through a Trading Service in their sole discretion.

#### **12. Written acknowledgement and confirmation**

Customer may receive a written or electronic acknowledgement of the status of each Transaction executed through a Trading Service in addition to the confirmation optionsXpress deliver to Customer via optionsXpress's website. If there is a conflict between (i) the terms of the Agreement, (ii) status information concerning a Transaction and (iii) the terms of any confirmation, the terms of the confirmation control.

### 13. Use of the Trading Services.

1. Customer will use the Trading Services and enter into Transactions only for Customer's own benefit and account(s) and will not use the Services on behalf of third parties without optionsXpress's written permission unless Customer is registered or is exempt from registration as a commodity trading advisor. If Customer's use of the Trading Services and execution of Transactions is for the benefit and account of third parties, Customer represents and warrants that it has full authority and capacity to sign this Agreement on its own behalf and on behalf of such third parties and that Customer has informed such third parties of the terms of this Agreement and that such third parties agree to be bound by the provisions hereof.
2. A Transaction entered into through a Trading Service shall be binding upon the completion of the steps identified on the Trading Service (or in a separate communication) as necessary for execution of the Transaction. Customer will be bound by the terms of any order made through a Trading Service and by any resulting Transaction unless Customer modifies or withdraws the order in accordance with the terms of the Trading Service before its execution. Without limitation of the above, Customer agrees that any action by Customer to modify or withdraw an order made through a Trading Service by communicating with optionsXpress through other means may be ineffective.
3. Customer understands, acknowledges and agrees that (i) orders, for Transactions, entered electronically through the Trading Services will be routed directly to the relevant exchange or, where applicable, to a third party provider performing execution service utilized by optionsXpress, without any intervention by optionsXpress or any other person (other than through the application of any credit and other electronic filters that may be imposed by optionsXpress or a third party which are intended solely for risk management purposes), and (ii) there is no assurance that any such orders will be executed at any particular price or time, or that they will be executed at all.
4. Customer further understands, acknowledges and agrees that Customer is solely responsible for ensuring that any orders entered by Customer through the Trading Services, and any resulting Transactions, are in compliance with applicable laws, regulations and rules, including but not limited to the rules of the relevant exchange and clearing house, in all respects. Without limitation of the foregoing, Customer understands and acknowledges that many exchanges have rules which prohibit the execution of certain types of Transactions using their trading facilities, such as wash trades and pre-arranged trades. In addition, virtually all exchanges (and/or applicable regulatory authorities) prohibit manipulation of their markets, as well as attempted manipulations, "squeezes" and "corners". In the event that Customer is not familiar with the laws, regulations, or rules applicable to orders entered, or Transactions entered into, by Customer through the Trading Services, Customer shall obtain copies thereof, or shall request copies thereof from optionsXpress.
5. optionsXpress may from time to time implement a number of electronic filters through the Trading Services for the purpose of implementing credit limits, position limits or other limits on Customer's trading activities. As a result, Customer understands and acknowledges that Customer may be prevented from executing orders or entering into Transactions at certain times if such actions would cause an applicable filter to reject an order submitted by Customer. Any such limits imposed by optionsXpress are solely for the protection of optionsXpress and they shall have no responsibility for monitoring or ensuring Customer's compliance with any limits imposed on Customer's trading activities by Customer or

applicable law. Customer agrees not to take any actions that will cause Customer to violate any limits imposed by optionsXpress on Customer's trading activities including, without limitation, placing an order for execution of a transaction through another broker, to be cleared through optionsXpress, if such transaction would result in the violation of any such limits.

6. Customer acknowledges and agrees that optionsXpress and its affiliates may engage in trading in the markets reflected on the Trading Services for its proprietary accounts and on behalf of accounts under its management, which could affect the value or termination of Transaction and that optionsXpress and its affiliates may enter into transactions at prices different from the prices reflected in the Trading Service. In addition, Customer acknowledges that optionsXpress may monitor Customer's use of the Services for its own purposes (and not for Customer's benefit). optionsXpress may use the resulting information for internal business purposes or in accordance with the rules of any applicable regulatory or self-regulatory body and in compliance with applicable law and regulation.

#### **14. No Reliance on Prices or Values**

Unless otherwise indicated, price quotes made available to Customer are indicative. They may not reflect the actual prices that would be available in the market at the time that Customer may want to execute a Transaction either through optionsXpress or any other party. Although optionsXpress will use only services that it believes to be reliable, it will not verify the values obtained from these services, and therefore, it cannot guarantee that they are accurate.

#### **15. Market and Limit Orders**

Customer acknowledges that the price of any security that Customer wants to buy or sell may change significantly between the time Customer obtains a price quote and place Customer's order, and the time at which the order is executed. Such changes may occur for a number of reasons, including delays as a result of high trading volume, capacity limitations, Internet communications delays, system failures and actions by optionsXpress. To avoid having Customer's orders executed at prices that are significantly different from the price quotes that Customer obtains when Customer places them, Customer should use limit orders rather than market orders. Customer agrees that optionsXpress may, in certain circumstances, require that Customer use limit orders. A market order is an order to buy or sell stock at the current price. A limit order is an order that lets Customer specify the price at which Customer is willing to have the order executed. Unlike a market order, which optionsXpress is required to execute fully and promptly without regard to the price prevailing in the market at the time of execution, a limit order will be executed, if at all, at or better than the price specified with the order. Therefore, by using limit orders specifying the lowest sale price or the highest purchase price beyond which the orders may not be executed, Customer can significantly reduce the risk that Customer's orders will be executed at prices different from the price quotes that Customer obtains when Customer places its orders. Customer should be aware, however, that although limit orders provide price protection, there is no assurance that they will be executed in full or at all.

#### **16. Order Execution**

Unless otherwise indicated by optionsXpress, Customer should not assume Customer's orders are being automatically executed. The fact that an order has been entered does not assure that it will be accepted, and the fact that an order has been accepted for execution does not mean that it will be executed. Orders that have been placed outside of regular trading hours (currently 9:30 a.m. to 4:00 p.m., Eastern Standard Time) and that have not been approved for after-hours trading, will not be executed until the market opens for trading the next day, at which time such orders normally will be handled on a first-in-first-out basis.

Orders that have been placed outside of regular trading session will not be executed until the market opens, at which time such orders normally will be handled on a first-in-first-out basis. Please consult the Futures FAQs for trading session times by product.

**17. Cancellation of Orders**

Entering a cancellation order and a separate replacement order may result in Customer's being responsible for the execution of duplicate orders if the cancellation order cannot be processed in a timely fashion. An order is not canceled (or modified) until a status message indicating that the order has been canceled (or modified) has been generated. Because of delays in receiving trade reports on volatile trading days, Customer may be concerned that its orders have not been executed, and Customer may attempt to cancel its initial orders, or enter new orders. Orders still showing as open already may have been executed but not yet reported back to optionsXpress and/or to Customer. Therefore, it may not be feasible for Customer to cancel or change an order while the security is trading even if a report confirming the execution of Customer's order has not yet been issued.

**18. Good-Till-Canceled and Good-Through Orders**

If available and permitted, good-till-canceled orders are automatically canceled at the close of business on the date and time indicated by Customer when Customer place Customer's order. Good-through orders are automatically canceled on the earlier of: (a) the close of business on the date and time indicated by Customer when Customer place Customer's order, and (b) the time the order is canceled, executed, or changed, after which the order or the portion of it that has not been executed will be treated as canceled. Customer agrees that if Customer does not cancel a good-till-canceled order or good-through order, optionsXpress may complete the Transaction based on Customer's original instructions until the order has expired. Unless otherwise instructed by Customer, optionsXpress will adjust good-till-canceled orders and good-through-orders for futures that pay cash dividends or that split in accordance with stock exchange regulations.

**19. No Recommendation of Day Trading**

By providing the means to place trades electronically, optionsXpress does not recommend, endorse or promote what is commonly referred to as "day trading," i.e., the practice of establishing and liquidating the same positions within one day's trading.

**20. Notify optionsXpress of Problems**

Customer agrees to promptly notify optionsXpress when Customer is concerned about its Account for any reason, including any of the following: Customer has placed an order, and a status message indicating that it was "executed" has been provided but Customer has not received a written confirmation within 5 business days; Customer has received an erroneous status message; Customer has placed an order but has not been assigned a reference number for that order; or there is a discrepancy in the balance of positions of an Account.

Customer may have difficulty accessing its Account for many reasons, including high Internet traffic, transmission problems or because of capacity limitations. Conditions of severe volatility might also give rise to trading systems problems, resulting in the inability to place, buy or sell orders. Customer agrees that if it is experiencing problems while attempting to complete a transaction through the Electronic Services, Customer will try to reach optionsXpress by alternative means.

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