

Terms and Conditions

Introduction and Definitions

The General Account Agreement contains the terms governing the brokerage account ("Account") for which I have applied. I will read these Agreements and keep them for my records because I know that by signing these Agreements I am agreeing to their terms and conditions. In these Agreements, "I", "me", or "account holder" means each person who signs the Application. "TradeUP Securities" means TradeUP Securities Inc., a discount brokerage firm which is a member of the National Association of Securities Dealers and the Securities Investor Protection Corporation.

Services

1. TradeUP Securities is a discount brokerage firm that accepts customer orders to trade securities without advice. I accept responsibility for and understand that my investment decisions and trading strategies are at my sole discretion and risk. I understand that all orders placed are unsolicited and that TradeUP Securities does not provide investment, tax or legal advice. I understand and accept responsibility for all orders entered, and will not hold TradeUP Securities and its employees liable for my orders. I agree to pay the applicable commissions and fees at the time services are rendered. I understand that TradeUP Securities reserves the right to refuse, at their discretion, any order or transaction that I may wish to effect.

Required Account Minimums

2. A minimum account, which TradeUP Securities may change from time to time, is required in order to open the Account (the "Minimum Consolidated Balance"), which can be satisfied by (i) depositing such amount in cash in the Brokerage Account, (ii) depositing securities, and possibly certain annuities, acceptable to TradeUP Securities, having a value equal to such amount in the Brokerage Account, or (iii) any combination of (i) and (ii).

Representation as to Capacity to Enter into Agreement

3. I represent that no one except the person(s) signing these Agreements or the Applications has an interest in my Account(s) with you. If a natural person, I represent that I am full age, am not an employee of any exchange nor of any corporation of which any exchange owns a majority of the capital stock, nor of a member of any exchange, nor of a member firm or member corporation registered on any exchange, nor of a bank, trust company, insurance company or any corporation, firm or individual engaged in the business of dealing either as broker or as principal in securities, bills of exchange, acceptances or other forms of commercial paper. If any of the foregoing representations is inaccurate or becomes inaccurate, I will promptly so advise you in writing.

Appointment as Agent

4. I appoint TradeUP Securities as my agent for carrying out my directions at my risk and expense with respect to the purchase or sale of securities, or other property, and other matters relating to or concerning my Brokerage Account. To carry out their duties, I authorize each of them to open or close brokerage accounts, place and withdraw orders, provide information and instructions to and receive information and instructions from affiliates and third parties and take such other steps as they may deem necessary or appropriate in connection with such duties. I appoint TradeUP Securities as my agent for the purpose of carrying out my directions with respect to my Account. To carry out these duties, TradeUP Securities is authorized to open or close debit card accounts, transmit and receive funds, provide information and instructions from affiliates and third parties and take such other steps as it may deem necessary or appropriate in connection with such duties. TradeUP Securities assumes no duty, obligation or liability other than those expressly set forth in this Agreement.

If I use the automated clearing house system ("ACH") to process my transactions, I authorize TradeUP Securities to initiate credit/debit entries to my appointed bank ("Appointed Bank") account and further authorize my Appointed Bank to debit the same to such account. This authority is to remain in full force and effect until TradeUP Securities has received written notification from me to terminate the Appointed Bank profile through the account in such time and in such manner as to afford TradeUP Securities and the Appointed Bank a reasonable opportunity to act upon it.

I understand that TradeUP Securities may refuse, at their discretion, to execute or process any transaction that I may wish to effect, without liability to me for such action, and I agree to hold TradeUP Securities harmless from any losses, costs or liabilities arising from such refusal. I understand that TradeUP Securities will not provide tax, accounting or legal advice and no fiduciary relationship exists between me, on the one hand, and them on the other hand.

Agreement Regarding Cash

5. I agree to permit TradeUP Securities to use for its own exclusive benefit, any free credit balance awaiting investment or reinvestment in my Account in accordance with all applicable rules and regulations. I may withdraw any free credit balance in my Account at any time within my sole discretion.

Agreement to Arbitrate Controversies with my Broker

6. This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- 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.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- 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 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 arbitrations may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

I agree that any controversy between TradeUP Securities and myself shall be submitted to arbitration before the New York Stock Exchange, Inc., any other national securities exchange on which a transaction giving rise to the claim took place (and only before such exchange), or the Financial Industry Regulatory Authority (FINRA).

No person shall bring a putative or certified class action to arbitration, nor seek to enforce, any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (I) The class certification is denied; (II) The class is decertified; or (III) The customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

Debit Card and Checks Terms and Conditions

7. I must apply and be approved in order to receive a Debit Card and Checks. The terms and conditions for the Debit Card and Checks are set forth in a separately provided Visa/MasterCard/Check Account Application and Agreement, which appears at the end of these Agreements.

Deductions from the Account

8. Deductions from my account for transactions, Debit Card debits and Check debits will be made: (i) first from any available cash balances; then (ii) by redemption of my Sweep Investment shares; then (iii) if I have available Brokerage Account margin credit, from the margin account.

Credit for Sales and other Transactions

9. Credit for the net proceeds of securities sales is posted to the Brokerage Account on settlement date. The availability of credits to the Brokerage Account depends upon such factors as the collection of checks credited to the Brokerage Account, the status of securities transactions, and the time required to transmit and confirm data between financial institutions. TradeUP Securities may withhold access to the proceeds of checks credited to or transfers into the Brokerage Account until collected and until funds become available. Because fund availability may fluctuate on a daily basis, TradeUP Securities will not be liable for any consequences of insufficiency of available funds.

Orders, Trade Activities and Settlement

10. I agree to have sufficient funds available in the Brokerage Account by 1:00 p.m. Eastern Time on settlement date to pay for all securities purchased. Upon the sale of any security, I agree to deliver such securities in sufficient time to be received by TradeUP Securities, prior to settlement date (in good deliverable form as defined by TradeUP Securities), or else my trade may be liquidated, cancelled or offset at the option of and in the full discretion of TradeUP Securities, and TradeUP Securities will not incur any liability for such actions. I agree that a debit to the Brokerage Account for the purpose of purchasing securities will not result in the accessing of any overdraft, margin or other credit feature, unless I have applied for and have been approved for such credit. TradeUP Securities does not accept orders for securities via mail, fax, or e-mail. If I place a good-till-canceled ("GTC") order, I understand that the GTC order will be posted online and that I will monitor the status of all open orders in my account.

I understand and acknowledge that TradeUP Securities has a \$2,000,000 trade limit per day for institutional client's account when this account is for liquidation only. The "liquidation only" means the stocks of this account are deposited from transfer agents or other broker-dealers and will be sold within a specific period. TradeUP Securities has the sole discretion to define the "specific period" under different circumstances.

Payment of Indebtedness

11. In the event I become indebted to TradeUP Securities in the course of operation of these Agreements, I agree to promptly and fully repay such indebtedness upon demand. If, after demand, I fail to promptly pay the indebtedness, TradeUP Securities may close my Brokerage Account and without further notice liquidate assets in my Brokerage Account, or any assets or accounts otherwise held by TradeUP Securities, in an amount sufficient to pay my indebtedness, buy in ("cover") short positions, sell, liquidate, transfer, redeem, cancel outstanding orders in whole or in part, and take any other action deemed appropriate or necessary by TradeUP Securities without incurring any liability whatsoever.

I understand and acknowledge that TradeUP Securities may assign any indebtedness that I owe to others. All cost of collection of any debit balance and any unpaid deficiency in my Brokerage Account, including without limitation attorneys' fees and costs incurred by TradeUP Securities, shall be fully reimbursed by me to TradeUP Securities. In the event that I carry a margin account with TradeUP Securities, I agree that TradeUP Securities may liquidate securities it deems necessary to maintain the margin account's minimum equity, as then required by TradeUP Securities, in its sole discretion.

Choice of Exchange and Execution

12. I understand that, when a security may be traded in more than one marketplace, TradeUP Securities has sole discretion to choose the exchange, system or other marketplace through which it executes transactions for me. I understand and agree that my Account and transactions may be constrained by the laws, rules, regulations, customs and practices governing such Account and marketplace, as they may be amended from time to time. I also understand that with respect to the execution of transactions for my Brokerage Account, TradeUP Securities may elect to sell securities from, or buy securities for, the inventory held in the account of an affiliate, in order to satisfy an order for me, or may otherwise execute transactions with or through affiliates and such affiliates may receive related compensation.

I agree that, in the event that TradeUP Securities holds on my behalf bonds or preferred stocks in street name or bearer form which are callable in part, I will participate in the impartial lottery allocation system of the called securities in accordance with the rules of the NYSE or any other appropriate self-regulatory organization. When any such call is favorable, no allocation will be made to any account(s) as to which customers are satisfied on an impartial lottery basis.

Market Data

13. From time to time, TradeUP Securities receives last sale transaction data, bid and asked quotations, research reports and other information relating to securities and the securities markets ("market data") from industry sources that are believed to be reliable. They may convey this information to me by telephone, electronic media (including the internet), or other means and may charge me a fee. Neither TradeUP Securities nor the industry sources guarantee the accuracy, completeness, timeliness or correct sequencing of such data, and will not be liable for interruptions in the availability of market data or my access to market data. The market data is provided "as is" and on an "as available" basis, and there is no warranty of any kind, express or implied, regarding the market data. Market data is protected by copyright laws and cannot be distributed or resold by me.

Order Entry Services

14. From time to time TradeUP Securities may make available services (referred to in this section as "the services") that allow me to use telephone, electronic media (including the Internet) or other means to place orders and obtain market data and other information. The services may require me to agree to additional terms and conditions and/or to use a number or password to access the Brokerage Account. I am responsible for the confidentiality and use of my access number or password, and Brokerage Account number, and for all securities and other transactions initiated through these means. Any orders communicated to you through these means will be considered to have been sent by me. TradeUP Securities follows my oral or electronic instructions and those of my agents. TradeUP Securities will not be liable for lost profits, trading losses, or other damages resulting from the delay or loss of use of the services or from defective or unavailable market data.

Designation of Orders and Effect

15. I agree that, in giving orders to sell, all "short" sale orders will be designated as "short" and all "long" sale orders will be designated as "long" and that the designation of a sell order as "long" is my representation that I own the security and that I have delivered, or will deliver by the settlement date, the securities to TradeUP Securities.

Payment for Order Flow

16. TradeUP Securities transmits customer orders for execution to various exchanges, systems or other marketplaces based on a number of factors. These include: size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing and reduced execution costs through price concessions from the market centers. Certain of the market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. While accountholders may specify that an order be directed to a particular market center for execution, the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers. TradeUP Securities receives remuneration, compensation or other consideration (i.e. financial credits, monetary payments, or reciprocal business) for directing certain customer security orders (which may include my orders) to particular broker/dealers or market centers for execution.

Debit Card Ownership

17. I represent and certify that all information I have provided in the Application, including that concerning the Debit Card and Checks, is true and correct and that TradeUP Securities may rely on and verify such information.

The Debit Card remains the property of TradeUP Securities and may be cancelled by TradeUP Securities at any time without prior notice.

Liability

18. I will be liable for all authorized transactions arising through the use of the Debit Card and Checks in connection with my Account. I will be responsible, on a continuing basis, for the safekeeping of my Debit Card and Checks and shall not permit unauthorized persons to have access to my Debit Card or Checks. I will also be responsible for reviewing my monthly statements in order to discover and report to TradeUP Securities, the possible unauthorized use of my Debit Card or Checks. I agree to notify TradeUP Securities immediately if I believe or have reason to believe that my Debit Card or Checks have been used or may be used by an unauthorized person. Unless limited by law, I will be responsible for any and all losses and damages that arise from any breach of my undertakings to safeguard my Debit Card and Checks, to review my monthly statement for possible unauthorized activity and to promptly report any unauthorized activity to TradeUP Securities.

Purchasing Power

19. I agree that I will not incur charges to my Account in excess of my Purchasing Power. The Purchasing Power for my Account will be the total of any available cash balances in my Brokerage Account, the value of shares in my Sweep Investment, and, if applicable, the available margin loan value of my Brokerage Account. I understand that my Purchasing Power may fluctuate from day to day.

Transactions Exceeding Purchasing Power

20. I understand that I will be in default if I incur charges in my Account that exceed my Purchasing Power. If I am in default, TradeUP Securities, may among other things, terminate my Account.

Account Inquiries and Statements

21. TradeUP Securities will provide me with confirmation of each securities transaction I effect in my Brokerage Account and a monthly or quarterly statement (as applicable) showing the activity in my Account for the relevant month. I understand that inquiries and error allegations concerning my Debit Card or Checks, any overdraft notices and statement issues concerning my Debit Card or Checks should be directed to TradeUP Securities. It is my responsibility to review my statements and compare them to my authorized transactions, and to seek prompt clarification about statement entries that I do not clearly understand. Confirmations shall be conclusive if I do not object to them in writing to TradeUP Securities within five (5) days of receipt. The statement shall be deemed to be correct unless written notification of a suspected error is received by TradeUP Securities within ten (10) days from the statement closing date.

Agreement Not to Dispose of Assets

22. I agree that I will not dispose of any assets in my Brokerage Account or any other account I may have with TradeUP Securities, if such disposal will negatively affect my ability to pay for any transactions or debits to my Account. However, I may continue to trade securities in my Brokerage Account.

Representations, Additional Terms, Amendments and Assignment

23. I agree that TradeUP Securities shall have the right to amend these Agreements, by modifying or rescinding any of their existing provisions or parties or by adding any new provision or party, at any time, by sending notice of the amendment to me, or to the extent required or permitted by applicable law by posting notice, and my continuing use of the Account will constitute my acceptance of such amendment. Any such amendment shall be effective as of a date to be established by TradeUP Securities, subject to applicable law. I agree that TradeUP Securities may assign these Agreements and/or any loans made to me pursuant to these Agreements in its sole discretion. I understand that TradeUP Securities may require additional information and documentation under applicable law or the policies and procedures of TradeUP Securities. I agree to promptly comply with any such requests for additional information and documentation.

Waiver of Rights

24. TradeUP Securities reserves the right to waive the enforcement of any provision of these Agreements with respect to any transaction or series of transactions. Any such waiver at any time shall not be deemed as a waiver of any other right or a waiver of the same right at a future time.

Collateral Requirements and Credit Charges

25. I will maintain such securities and other property in my Brokerage Account as TradeUP Securities shall require from time to time. In accordance with their usual custom, the monthly debit balance of my Brokerage Account shall be charged interest at a rate permitted by the State of New Jersey. Unless I pay the interest charged to my Brokerage Account at the close of a charge period, it will be added to the opening balance for the next charge period. Interest will then be charged upon the entire opening balance of that next charge period which, therefore, will include any such unpaid interest from the previous charge period.

Calls for Additional Collateral; Liquidation Rights

26. (a) TradeUP Securities shall have the right to require additional collateral:

- (1) in accordance with the general policies adopted and amended from time to time by TradeUP Securities regarding maintenance requirements for margin accounts; or
- (2) if, in the exercise of discretion, TradeUP Securities considers it necessary for TradeUP Securities' protection at an earlier or later point in time than called for by said general policies; or
- (3) in the event that a petition in bankruptcy or for an appointment of a receiver is filed by or against me; or
- (4) if an attachment is levied against my accounts; or
- (5) in the event of my death.

27. If I do not provide such additional collateral as TradeUP Securities requires in accordance with (a) (1) or (2), or should an event described in (a)

- (3), (4) or (5) occur (whether or not TradeUP Securities elects to require additional collateral), TradeUP Securities shall have the right:
- (1) To sell any or all securities and other property in my accounts, whether carried individually or jointly with others.
 - (2) To buy any or all securities and other property which may be short in such accounts; and
 - (3) To cancel any open orders and to close any or all outstanding contracts.

TradeUP Securities may exercise any or all of the rights under (b) (1), (2) and (3) without further demand for additional collateral, or notice of sale or purchase, or other notice or advertisement. Any such sales or purchases may be made at TradeUP Securities' discretion on any exchange or other market where such business is usually transacted or at public auction or private sale, and TradeUP Securities or an affiliate may be the purchaser for its own account. I understand that the giving of any prior demand or call or prior notice of the time and place of such sale or purchase shall not be considered a waiver of any right to sell or buy without any such demand, call or notice as provided in these Agreements.

Purpose of Credit

27. I understand and agree that any credit extended by TradeUP Securities to me in connection with my Brokerage Account is primarily for investment or business purposes.

Representations as to Beneficial Ownership and Control

28. I represent that, with respect to securities against which credit is, or may be extended by TradeUP Securities: (a) I am not the beneficial owner of more than three percent (3%) of the number of outstanding shares of any class of equity securities; and (b) I do not control, am not controlled by and am not under common control with the issuer of any such securities. In the event that any of the foregoing representations is inaccurate or becomes inaccurate, I will promptly so advise you in writing.

Security Interest in Favor of TradeUP Securities

29. All securities and other property in any account TradeUP Securities maintains for me, including any accounts in which I may have an interest, shall be subject to a lien for the discharge of all my indebtedness and any other obligations that I may owe to TradeUP Securities and are to be held by TradeUP Securities as security for the payment of any such obligations or indebtedness to TradeUP Securities shall have the right to transfer securities and other property so held from or to any other of such account(s) whenever TradeUP Securities judges such a transfer necessary for your protection. In enforcing such lien, TradeUP Securities shall have the discretion to determine which securities and other property.

Payment of Indebtedness upon Demand

30. I shall at all times be liable for the payment upon demand of any debit balance or other obligations owing in any of my accounts with TradeUP Securities. I shall be liable to TradeUP Securities for any deficiency remaining in such accounts in the event of the liquidation thereof, in whole or in part, by TradeUP Securities. I will pay such obligations and indebtedness upon demand.

Pledge of Securities and other Property

31. Within the limitations imposed by applicable laws, rules and regulations, all securities and other property in any account TradeUP Securities maintains for me, including any accounts in which I may have an interest, may be pledged and re-pledged by TradeUP Securities from time to time, without notice to me, either separately or in common with other such securities and other property, for any amount due in my Account, or for any greater amount. TradeUP Securities may do so without retaining in its possession or under its control for delivery a like amount of similar securities or other property.

Lending Agreement

32. In return for the extension or maintenance of any credit in my Account, I acknowledge and agree that the securities in my Account, together with all attendant rights of ownership, may be lent to TradeUP Securities or lent out to others to the extent not prohibited by applicable laws, rules and regulations. In connection with such securities loans, TradeUP Securities may receive and retain certain benefits to which I will not be entitled. I understand that, in certain circumstances, such loans could limit my ability to exercise voting rights, in whole or part, with respect to the securities lent.

Options Trading

33. By placing an order to buy or sell listed securities options that will be executed or cleared and settled through my account, I represent to TradeUP Securities that I have received the Options Clearing Corporation brochure entitled "Characteristics and Risks of Standardized

Options” and I acknowledge that TradeUP Securities is relying on this representation in accepting such options order for execution, settlement or clearing, as the case may be.

I agree that I will not, either acting alone or in concert with others, violate the position or exercise limits as promulgated from time to time by any exchanges on which transactions on your behalf are executed, and by any applicable self-regulatory organizations.

I understand and agree to abide by any requirements and time limitations for accepting an option exercise notice from me. I acknowledge that TradeUP Securities allocates exercise assignment notices among customer short options positions according to an impartial system through a manual or computer generated random assignment method.

Statement of Interest Charges Pursuant to the “Truth-in-Lending” Rule 10(b)-16

34. The annual rate of interest charged on the net debit balance in my Brokerage Account will be based upon the schedule provided by TradeUP Securities. The annual rate of interest which will be charged may vary percentage points above the TradeUP Securities Base Rate depending upon

the amount of my average debit balance and other factors. I understand that the Base Rate is set at TradeUP Securities' discretion with reference to commercially recognized interest rates, industry conditions regarding the extension of credit, and general credit conditions. This interest rate is subject to change without prior notice in accordance with changes in the Base Rate and my average debit balance. If my interest rate is to be increased for any other reason, I will be notified at least 30 days in advance.

Debit balances represent money loaned to me by TradeUP Securities. When I purchase securities on margin I must pay the amount of money required by regulations of the New York Stock Exchange, Federal Reserve Board or TradeUP Securities. The balance of the purchase price is loaned to me. This loaned portion creates the debit balance upon which interest is charged. Each additional purchase adds to my debit balance as do any interest charges or other charges that may be assessed to my Account. The rate of interest charged on the debit balance in my Brokerage Account may be based on a number of factors, including the size of such debit balance, the market value and quality of the securities in my Brokerage Account, the equity in my Brokerage Account, the amount of commission paid, and other business considerations.

Interest is calculated daily based on my ending net daily debit balance, which includes any credit and debit balances in my Brokerage Account during the relevant interest period. The interest charge is calculated by multiplying the ending net daily debit balance by the interest rate and dividing by 360. My statement will show the net daily balance and interest rate used to arrive at the amount of interest charged.

Any credit appearing on my statement due to short sales (including short sales against the box) is offset by a debit of like amount because TradeUP Securities has to borrow the security in order to deliver it to the buying broker. The credit generated by any short sale against the box does not reduce my debit balance for the purpose of computing interest until the short position is covered.

If any security I sold short (or sold short against the box) appreciated in market price over the selling price, interest may be charged on the appreciation in value. If the security I sold short depreciated in market price, the debit balance is correspondingly reduced by the decrease in value. This practice is known as “marking to the market”. Daily closing prices are used to determine any appreciation or depreciation of the security sold short.

If my account is short shares of stock on the record date of a dividend or other distribution, however such short position occurs, on the following business day, my account will be charged the amount of the dividend or other distribution. I understand that a short position may be called at any time and may be bought in or covered without prior notification to me.

The current interest rate schedule is available at www.tradeup.com.

Headings are Descriptive

35. The heading of each section of these Agreements is for convenience only and shall not be deemed to modify, qualify or limit any of the rights or obligations set forth in any provision of such section.

Joint Accounts and Joint and Several Liability

36. The legal ownership of the Account shall be in such name(s) as the accountholder(s) shall designate in the Application and as reflected in the Account title. If more than one person signs the Application, each such signer shall be an accountholder and their obligations under these agreements shall be joint and several.

All accountholders agree that each accountholder has authority to transact any business on behalf of the Account as fully and completely as if each accountholder were the sole owner of the Account. Subject to its policies, TradeUP Securities may accept orders, and instructions, written or oral, with respect to the Account from each accountholder, without notice to any other accountholder, for the receipt, transfer or other disposition or securities and other property (with or without consideration), including but not limited to, checks drawn to, or transfers made directly to the accountholder requesting the check or transfer and/or to third parties.

If the accountholders have elected margin credit, all accountholders further agree that all securities and other property that TradeUP Securities may be holding for any of them, either in this Account or otherwise, shall be subject to a lien for the discharge of the obligations of this Account to TradeUP Securities, such lien to be in addition to any rights and remedies TradeUP Securities may otherwise have. In the event of the death of an accountholder, divorce of married accountholders or other event that causes a change in ownership or named owners of the Account, all accountholders or the surviving accountholder(s), as the case may be, shall immediately give TradeUP Securities written notice thereof, and TradeUP Securities may, in such event, take such action, including requiring such documents or imposing such restrictions on the Account, as it may deem necessary under the circumstances, which may limit access to the Account. The estate of a deceased accountholder and a departing accountholder by a divorce shall remain liable, jointly and severally, with the remaining or surviving accountholder(s), for any obligations of the Account arising before TradeUP Securities receives such notice or incurred in liquidation of the Account of the adjustment of the interest of the accountholders.

In the event of any such change in ownership of the Account, TradeUP Securities is authorized to divide or re-title the Account or establish a new Account in accordance with the form of legal ownership of the Account as reflected on the records of TradeUP Securities, or by written instructions of the remaining or surviving accountholder(s), or by obtaining a court order, as TradeUP Securities may reasonably determine is

appropriate in the circumstances. Joint accounts shall vest the interest of deceased accountholder in the surviving accountholder(s). All accountholders agree to indemnify TradeUP Securities against any liability, loss or expense incurred from acting in accordance with these Agreements in the event of a change in ownership of the Account.

All statements, notices or other communications sent or given to one accountholder by TradeUP Securities shall be considered notice to all accountholders. In the event TradeUP Securities receives inconsistent instructions from two or more accountholders, reasonably believes instructions received from one accountholder are not mutually agreeable to all accountholders, or receives a court order with respect to the Account, any of them may, but shall not be obligated to, restrict activity in the Account, require that all instructions be in writing signed by all accountholders, suspend or terminate the Account and/or file an interpleader action in an appropriate court at the expense of the accountholders.

Termination of the Account Service

37. TradeUP Securities may terminate my Account, including the use of my Debit Card and Checks at any time. I shall remain responsible for authorized charges that arose before or after termination.

If my Account is terminated, TradeUP Securities may redeem all my Sweep Investment shares and, unless I advise otherwise, withdraw all my cash balances. Also, I shall promptly return all Debit Cards and unused Checks. My failure to do so may result in a delay in the disposition of my assets.

Credit and Other Information

38. I authorize TradeUP Securities and each of their affiliates to request a consumer report about me from one or more consumer reporting agencies for the purposes of considering my application for the Account, reviewing or collecting any account opened for me, or for any other legitimate business purpose. Upon my request, TradeUP Securities will inform me of the name and address of each consumer reporting agency from which a consumer report was obtained, if any, in connection with my application or accounts. I also authorize TradeUP Securities and their affiliates to share any information they may have or obtain about me among themselves or with third parties for any legitimate business purpose.

Applicable Laws

39. These Agreements and their subject matter, including charges on loans you may make to me, will be governed by and interpreted under the laws of the State of New Jersey applicable to agreements made and wholly to be performed in New Jersey without reference to conflict of laws principles.

Presumption of Receipt of Communications

40. All communications sent to my address of record are presumed to have been given to me personally whether or not actually received.

Extraordinary Events

41. I agree that TradeUP Securities shall not be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading or high trading volume, communication, computer or data transmission delays or failures, war, strikes or third party acts or omissions or other conditions beyond their control.

Severability

42. If any provision of these Agreements is held to be invalid, illegal, void or unenforceable, by reason of any law, rule, administrative order or judicial decision, such determination will not affect the validity of the remaining provisions of these Agreements.

Liability for Costs of Collection

43. To the extent permitted by the laws of the State of New Jersey, I agree to pay you the reasonable costs and expenses of collection, including attorneys' fees and costs, for any debit balance and for any unpaid deficiency that I owe.

Applicable Rules and Regulations

44. All transactions in my Brokerage Account shall be subject to applicable present and future federal and state laws and regulations, and the constitution, rules, regulations, custom and usages of the exchange or market and its clearing house, if any on which such transactions are executed.

Terms of Securities

45. I am responsible for knowing the rights and terms for all securities bought, sold and maintained at TradeUP Securities, including but not limited to stock splits, reorganizations, option symbols, and option deliverables. I am responsible for monitoring the activity in my account and will notify TradeUP Securities of any discrepancies. TradeUP Securities reserves the right to reject, cancel or impose addition requirements on orders given to us. TradeUP Securities will not accept or execute written buy and sell order instructions. TradeUP Securities may, but is not obligated to, notify me of upcoming

expiration or redemption dates, or take any action on my behalf without my specific instructions except as required by law and rules of regulatory authorities. Certain securities may grant me valuable rights that require me to take specific action before expiration. These securities include convertible securities, warrants, bond, stock rights and securities subject to exchange offers or tenders. If any such security is about to expire worthless or be redeemed for less than its fair market value and instructions have not been received from me, TradeUP Securities may, at their discretion, sell the security and credit my account with the proceeds. If an account has an option position on the last trading day prior to expiration, which is one quarter point or more in the money, TradeUP Securities will usually exercise the option. However, TradeUP Securities reserves the right, at their discretion to close any option position prior to expiration date or any position that results from the exercising or assignment after option expiration. I will be charged a standard commission for any such transaction. TradeUP Securities is not obligated to take any of the actions described above and is not liable for losses should they choose not to do so.

Restricted Securities

46. TradeUP Securities does not handle the sale of restricted securities. I agree not to enter sell orders with TradeUP Securities that are subject to Rule 144 or 145(d) of the Securities Act of 1933. I agree to pay for any losses that TradeUP Securities may incur due to closing out any intentional or unintentional restricted security sell orders.

Mutual Funds

47. I acknowledge that I have received and read the applicable fund prospectus, which describes the risks associated with the fund, upon entering a mutual fund order. Please review the section in this agreement entitled "Mutual Fund Disclosure/Breakpoints".

NASD Public Disclosure Program

48. The NASD Investor Brochure is available at www.nasd.com or at the NASD's Public Disclosure Hotline at 1-800-289-9999.

Notices

49. TradeUP Securities will send all notices applicable to my account to my mailing address, TradeUP Securities website address at www.tradeup.com, or if applicable, my e-mail address. Any communication sent to my mailing address and/or electronically is considered delivered to me personally, whether I receive it or not. I agree to inform TradeUP Securities of any changes in my mailing address or e-mail address. Regardless of whether I receive an e-mail notification, I agree to check www.tradeup.com regularly for up-to-date information and to avoid missing time-sensitive information. I agree that I can download and save or print the account communications for my records. If an e-mail notification fails to transmit properly, I may access the TradeUP Securities website to view account communications and messages.

I acknowledge that TradeUP Securities' primary method of communicating with me will be by posting information to servers that I may access from my account with TradeUP Securities online.

Fees and Commissions

50. I agree to pay the brokerage commissions, charges, taxes or other fees as set forth in our Fees and Commissions Rate Schedule, which is available on our Website. We may amend our Fees and Rates Schedule at any time by posting the changes to our Website. Limit orders executed over multiple days and orders modified after a partial execution on the same day will be treated as separate orders for commission calculation purposes.

Acceptance: By signing the New Account Application and other applications, I acknowledge and represent to TradeUP Securities that: (a) I have received, read and understood these Agreements and agree to be bound by them as may be amended from time to time; and (b) **I understand that these Agreements contains a pre-dispute arbitration provision in Section 6 and agree to be bound by such provision.**

Terms of Use/Online Services

Terms of use regarding online services are subject to the terms and conditions of the General Account Agreement.

TradeUP Securities Inc. disclaims any warranty of any kind, whether express or implied, as to any matter whatsoever relating to this site or the services provided hereby including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. References herein to any security, mutual fund, or other product are not a recommendation to buy, sell or hold that or any other security. No warranty is made with respect to the accuracy, timelines or suitability of the content of other sites to which this site links, and TradeUP Securities Inc. takes no responsibility for such sites. A link from this site to another service or site outside this site is not an endorsement of the service or site, its content, or its sponsoring organization or entity.

I agree that I am the exclusive owner and solely responsible, jointly and severally, for the confidentiality and protection of the password, account number and my PIN that allows me access to TradeUP Securities' electronic trading site. I am responsible for all activity in my account whether I knowingly or unknowingly provide my account number, password or PIN to another entity. I agree to hold TradeUP Securities harmless if this entity provides instructions to TradeUP Securities that may be contrary to my instructions. I agree to monitor my account, address and e-mail and immediately notify TradeUP Securities of any loss, theft, or unauthorized use of my password, account number, and/or PIN.

I understand that there can be delays in the reporting of executions and in the event of a delayed report, I am responsible for all trades entered. TradeUP Securities shall not be held responsible for the accessibility of, transmission quality or power outages of any telephone circuits, computer software or systems. In the event of system interruptions, TradeUP Securities provides alternative mediums for entering orders, through either touchtone telephone or a registered representative at a remote location. Be advised that during system interruptions, call volume can be heavy. TradeUP Securities does not guarantee that access to any of the alternative mediums will be available at a particular time and will not be held liable for delays in entering and orders.

I agree and give my consent for TradeUP Securities to provide me with electronic delivery of confirmations, statements and other notices. Such documents will provide the same essential information as a hardcopy version. I understand that it is my responsibility to review the TradeUP Securities website, confirmations, statements, notices, margin and maintenance calls whether delivered in hard copy format or electronically. It is my responsibility to provide TradeUP Securities with a current and valid e-mail address. Unless TradeUP Securities receives immediate notice that an e-mail was not delivered, TradeUP Securities' e-mail will constitute effective delivery or notice of a communication and fulfills their obligation to provide me with written documents. I acknowledge that I am responsible for reading messages displayed on the trading site, which contains important information affecting my account.

TradeUP Securities will send all notices applicable to my account to my mailing address, TradeUP Securities website address at www.tradeup.com or, if applicable, my e-mail address. Any communication sent to my mailing address and/or electronically is considered delivered to me personally, regardless of whether I receive it or not. I agree to inform TradeUP Securities of any changes in my mailing address or e-mail address. Regardless of whether I receive an e-mail notification, I agree to check www.tradeup.com regularly for up-to-date information and to avoid missing time-sensitive information. I agree that I can download and save or print the account communications for my records. If an e-mail notification fails to transmit properly, I may access the TradeUP Securities website to view account communications and messages.

I acknowledge that TradeUP Securities' primary method of communicating with me will be by posting information to servers that I may access from my account with TradeUP Securities online.

Market information is provided by or through TradeUP Securities, various securities markets and other information providers (collectively, the

"Information Providers"). I understand that the accuracy, completeness, timeliness or correct sequencing of the Information is not guaranteed. The Information is provided for informational purposes only and is not intended for trading purposes or as a guarantee of a particular price. Neither TradeUP Securities, nor any Information Provider, will be liable for (a) the accuracy, completeness, timeliness or correct sequencing of the Information, (b) any decision made or action taken in reliance upon the Information or the Services, or (c) interruption of any data, Information or aspect of the services.

I agree that when placing an order for a transaction through the Services it is entirely my responsibility to follow all instructions and to enter all information carefully and accurately. I will check the order status page of the web site to establish that my order has been entered into the system. I understand that there is no guarantee that an order will be executed within a certain time, or that a price that is provided in the Information will be available when my order is executed.

I agree that TradeUP Securities may modify this agreement from time to time in its sole discretion and that my use of the Services after any such modification shall constitute acceptance of such modification.

I understand that there may be 'links' throughout the site that will direct me to other web sites over which TradeUP Securities has no control, and for which TradeUP Securities has no liability whatsoever. It is entirely my responsibility to monitor the 'URL' address at each link to determine when I have left TradeUP Securities' website.

I acknowledge that neither the Services nor any Information is intended to supply investment, tax or legal advice. Although the Services and Information may provide access to recommendations about how to invest and what to buy, none of these recommendations are developed or endorsed by TradeUP Securities is not recommending through the Services any security or investment product or service. TradeUP Securities does not offer any advice regarding the nature, potential value or suitability of any particular security transaction or investment strategy. No Information constitutes an offer to buy or sell securities. I acknowledge all orders are entirely at my sole risk, and I will not rely on the Services or any Information in making investment decisions.

Extraordinary Circumstances- TradeUP Securities will not be liable for any act or omission the cause of which is beyond TradeUP Securities' control, such as acts of God, network or communication problems, labor difficulties or weather conditions.

Privacy Policy – I understand that all personally identifiable information I provide through the Services will be subject to the Privacy Policy posted on this site.

Limitations of Liability – I understand that my access to and use of the Services and Information is at my sole risk.

Day trading – By providing online trading services for customers, TradeUP Securities does not promote, recommend, or endorse day trading (purchasing and selling the same security on the same day). I agree to read the "Day Trading Risk Disclosure Statement" located on the TradeUP Securities website and in this agreement.

Use of "cookies" – TradeUP Securities may utilize the use of "cookies" in order to monitor the manner in which users navigate through our website.

Margin Disclosure Statement

TradeUP Securities is furnishing this document to you to provide some basic facts about purchasing securities on margin, and to alert you to the risks involved with trading securities in a margin account. Before trading stocks in a margin account, you should carefully review the margin agreement. Consult TradeUP Securities regarding any questions or concerns you may have with your margin accounts.

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from TradeUP Securities. If you choose to borrow funds from TradeUP Securities, you will open a margin account. The securities purchased are TradeUP Securities' collateral for the loan to you. If the securities in your account decline in value, so does the value of the collateral supporting your loan, and, as a result, TradeUP Securities can take action, such as issue a margin call and/or sell securities or other assets, in any of your accounts held with the member, in order to maintain the required equity in the account.

It is important that you fully understand the risks involved in trading securities on margin. These risks include the following:

- » You can lose more funds than you deposit in the margin account. A decline in the value of securities that are purchased on margin may require you to provide additional funds to TradeUP Securities in order to avoid the forced sale of those securities or other securities or assets in your account(s).
- » TradeUP Securities can force the sale of securities or other assets in your account(s). If the equity in your account falls below the maintenance margin requirements or the firm's higher "house" requirements, TradeUP Securities can sell the securities or other assets in any of your accounts held at the firm to cover the margin deficiency. You also will be responsible for any short fall in the account after such a sale.
- » TradeUP Securities can sell your securities or other assets without contacting you. Some investors mistakenly believe that a firm must contact them for a margin call to be valid, and that the firm cannot liquidate securities or other assets in their accounts to meet the call unless the firm has contacted them first. This is not the case. TradeUP Securities will attempt to notify their customers of margin calls but we are not required to do so. However, even if TradeUP Securities has contacted a customer and provided a specific date by which the customer can meet a margin call, TradeUP Securities can still take necessary steps to protect its financial interest, including immediately selling the securities without notice to the customer.
- » You are not entitled to choose which securities or other assets in your account(s) are liquidated or sold to meet a margin call. Because the securities are collateral for the margin loan, the firm has the right to decide which security to sell in order to protect its interests.

» TradeUP Securities can increase its “house” maintenance margin requirements at any time and is not required to provide you advance written notice. These changes in firm policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause the member to liquidate or sell securities in your account(s).

» You are not entitled to an extension of time on a margin call. While an extension of time to meet margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension.

Privacy Policy and Information Sharing

At TradeUP Securities Inc. (“TradeUP Securities”), we appreciate the trust that clients place in us and we recognize the importance of protecting the confidentiality of non-public personal information that we have in our possession. The information is used to ensure accuracy in reporting and record keeping and to carry out requested transactions. It also allows us in conjunction with your brokerage firm to create and make available new products and services to meet your financial needs. Keeping this information secure is a top priority for TradeUP Securities and keeping with recently adopted regulations, we share our Privacy Policy for retail clients.

1. This privacy policy applies to consumers whose accounts are or were maintained by TradeUP Securities. We will provide our privacy policy to clients when they open a new account and annually after that. If we change this Privacy Policy, you will be notified in advance.
2. We obtain non-public information about clients from the following sources:
 - Information received as part of the account opening process (such as name, address and social security number) or as a result of other requested services.
 - Information about client’s transactions effected through TradeUP Securities. This information may include securities transactions, account positions and balances and debit card usage for those that utilize this service from TradeUP Securities. This information allows us to generate confirmations, statements and other required reports on behalf of clients.
 - Information we may receive from credit reporting agencies that has been supplied by other brokerage firms or banking sources (such as creditworthiness and credit history).
3. The non-public personal information that is obtained is safeguarded in accordance with our internal policies and procedures. These policies permit only those employees who need to know the information in order to perform their duties to have access to customer’s non-public personal information. We maintain physical, electronic and procedural safeguards designed to comply with federal standards to guard client’s non-public personal information
4. We may disclose non-public personal information about our clients to non-affiliated third parties with whom we have contracted to perform services on our behalf, such as data processing services as well as non-affiliated financial institutions such as those that may provide debit card services. These service providers have agreed to be bound by the same privacy commitments. We may disclose all or parts of the information that we obtain as described above. We may also disclose non-public personal information about our clients as permitted or required by law.

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, TradeUP Securities is required to collect information such as the following from you:

- Your name
- Date of Birth
- Address
- Identification Number:
 - US Citizen: taxpayer identification number (social security number or employer identification number)
 - Non US-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, NASD, and New York Stock Exchange rules already require you to provide additional information. These rules also 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?

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

assets in any of your accounts held at the firm to cover the margin deficiency. You also will be responsible for any short fall in the account after such a sale.

» TradeUP Securities can sell your securities or other assets without contacting you. Some investors mistakenly believe that a firm must contact them for a margin call to be valid, and that the firm cannot liquidate securities or other assets in their accounts to meet the call unless the firm has contacted them first. This is not the case. TradeUP Securities will attempt to notify their customers of margin calls but we are not required to do so. However, even if TradeUP Securities has contacted a customer and provided a specific date by which the customer can meet a margin call, TradeUP Securities can still take necessary steps to protect its financial interest, including immediately selling the securities without notice to the customer.

» You are not entitled to choose which securities or other assets in your account(s) are liquidated or sold to meet a margin call. Because the securities are collateral for the margin loan, the firm has the right to decide which security to sell in order to protect its interests.

» TradeUP Securities can increase its "house" maintenance margin requirements at any time and is not required to provide you advance written notice. These changes in firm policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause the member to liquidate or sell securities in your account(s).

» You are not entitled to an extension of time on a margin call. While an extension of time to meet margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension.

Business Continuity Planning

TradeUP Securities Inc. has developed a Business Continuity Plan on how we will respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions is unpredictable, we will have to be flexible in responding to actual events as they occur. With that in mind, we are providing you with this information on our business continuity plan.

Contacting Us – If after a significant business disruption you cannot contact us as you usually do at 1-800-962-7726, you should call our alternative number: 973-634-5257, or go to our website at www.tradeup.com, for instructions on how we may provide prompt access to funds and securities, enter orders and process other trade-related, cash and security transfer transactions.

Our Business Continuity Plan – We plan to quickly recover and resume business operations after a significant business disruption and respond by safeguarding our employees and property, making a financial and operational assessment, protecting our firm's books and records, and allowing our customers to transact business during a disruption.

Our business continuity plan addresses: data back up and recovery; all mission critical systems; financial and operational assessment; alternative communications with customers, employees and regulators; alternate physical location of employees; critical supplier, contractor, band and counter-party impact; regulatory reporting; and assuring our customers prompt access to their funds and securities if we are unable to continue our business.

Our third party service bureau backs up our important records in a geographically separate area. While every emergency situation poses unique problems based on external factors, such as time of day and the severity of the disruption, we have been advised by our service bureau that its objective is to restore its own operations within a short time period. Your orders and requests for funds and securities could be delayed during this period.

Varying Disruptions – Significant business disruptions can vary in their scope, such as only our firm, a single building housing our firm, the business district where our firm is located, the city where we are located, or the whole region. Within each of these areas, the severity of the disruption can also vary from minimal to severe. In a disruption to only our firm or a building housing our firm, we will transfer our operations to a local site when needed and expect to recover and resume business within three hours. In either situation, we plan to continue in business, transfer operations to another location if necessary, and notify you through our web site www.tradeup.com or our customer emergency number, 1-973-634-5257 of how to contact us. If the significant business disruption is severe, we will assure our customer's prompt access to their funds and securities.

For more information – If you have questions about our business continuity planning, you can contact us at 1-800-962-7726.

Mutual Funds Disclosure Statement

(A) Breakpoint Discounts

Before investing in mutual funds, it is important that you understand the sales charges, expenses and management fees that you will be charged, as well as the breakpoint discounts to which you may be entitled. Understanding these charges and breakpoint discounts will assist you in identifying the best investment for your particular needs and may help you reduce the costs of your investment. This disclosure document will give you general background information about these charges and discounts. However, sales charges, expenses, management fees, and breakpoint discounts vary from mutual fund to mutual fund. Therefore, you should discuss these issues with your financial advisor and review each mutual fund's prospectus and statement of additional information, which are available from your financial advisor, to get the specific information regarding the charges and breakpoint discounts associated with a particular mutual fund.

Sales Charges— Investors that purchase mutual funds must make certain choices, including which funds to purchase and which class share is most advantageous. Each mutual fund has a specified investment strategy. You need to consider whether the mutual fund's investment strategy is compatible with your investment objectives. Additionally, most mutual funds offer different share classes. Although each share class represents a similar interest in the mutual fund's portfolio, the mutual fund will charge you different fees and expenses depending upon your choice of share class. As a general rule, Class A shares carry a "front-end" sales charge or "load" that is deducted from your investment at the time you buy fund shares. This sales charge is a percentage of your total purchase. As explained below, many mutual funds offer volume discounts to the front-end sales charge assessed on Class A shares at certain pre-determined levels of investment, which are called "breakpoint discounts." In contrast, Class B and C shares usually do not carry any front-end sales charges. Instead, investors that purchase Class B or C shares pay asset-based sales charges, which may be higher than the charges associated with Class A shares. Investors that purchase Class B and C shares may also be required to pay a sales charge known as a contingent deferred sales charge when they sell their shares, depending upon the rules of the particular mutual fund.

Breakpoint Discounts—Most mutual funds offer investors a variety of ways to qualify for breakpoint discounts on the sales charge associated with the purchase of Class A shares. In general, most mutual funds provide breakpoint discounts to investors who make large purchases at one time. The extent of the discount depends upon the size of the purchase. Generally, as the amount of the purchase increases, the percentage used to determine the sales load decreases. In fact, the entire sales charge may be waived for investors that make very large purchases of Class A shares. Mutual fund prospectuses contain tables that illustrate the available breakpoint discounts and the investment levels at which breakpoint discounts apply. Additionally, most mutual funds allow investors to qualify for breakpoint discounts based upon current holdings from prior purchases through "*Rights of Accumulation*", and future purchases, based upon "*Letters of Intent*". This document provides general information regarding *Rights of Accumulation* and *Letters of Intent*. However, mutual funds have different rules regarding the availability of *Rights of Accumulation* and *Letters of Intent*.

1. Rights of Accumulation - Many mutual funds allow investors to count the value of previous purchases of the same fund, or another fund within the same fund family, with the value of the current purchase, to qualify for breakpoint discounts. Moreover, mutual funds allow investors to count existing holdings in multiple accounts, such as IRAs or accounts at other broker-dealers, to qualify for breakpoint discounts. Therefore, if you have accounts at other broker-dealers and wish to take advantage of the balances in these accounts to qualify for a breakpoint discount, you must advise your financial advisor about those balances. You may need to provide documentation establishing the holdings in those other accounts to your financial advisor if you wish to rely upon balances in accounts at another firm.

In addition, many mutual funds allow investors to count the value of holdings in accounts of certain related parties, such as spouses or children, to qualify for breakpoint discounts. Each mutual fund has different rules that govern when relatives may rely upon each other's holdings to qualify for breakpoint discounts. You should consult with your financial advisor or review the mutual fund's prospectus or statement of additional information to determine what these rules are for the fund family in which you are investing. If you wish to rely upon the holdings of related parties to qualify for a breakpoint discount, you should advise your financial advisor about these accounts. You may need to provide documentation to your financial advisor if you wish to rely upon balances in accounts at another firm.

Mutual funds also follow different rules to determine the value of existing holdings. Some funds use the current net asset value (NAV) of existing investments in determining whether an investor qualifies for a breakpoint discount. However, a small number of funds use the historical cost, which is the cost of the initial purchase, to determine eligibility for breakpoint discounts. If the mutual fund uses historical costs, you may need to provide account records, such as confirmation statements or monthly statements, to qualify for a breakpoint discount based on previous purchases. You should consult with your financial advisor and review the mutual fund's prospectus to determine whether the mutual fund uses either NAV or historical costs to determine breakpoint eligibility.

2. Letters of Intent— Most mutual funds allow investors to qualify for breakpoint discounts by signing a Letter of Intent, which commits the investor to purchasing a specified amount of Class A shares within a defined period of time, usually 13 months. For example, if an investor plans to purchase \$50,000 worth of Class A shares over a period of 13 months, but each individual purchase would not qualify for a breakpoint discount, the investor could sign a Letter of Intent at the time of the first purchase and receive the breakpoint discount associated with \$50,000 investments on the first and all subsequent purchases. Additionally, some funds offer retroactive Letters of Intent that allow investors to rely upon purchases in the recent past to qualify for a breakpoint discount. However, if an investor fails to invest the amount required by the Letter of Intent, the fund is entitled to retroactively deduct the correct sales charges based upon the amount that the investor actually invested. If you intend to make several purchases within a 13 month period, you should consult your financial advisor and the mutual fund prospectus to determine if it would be beneficial for you to sign a Letter of Intent.

As you can see, understanding the availability of breakpoint discounts is important because it may allow you to purchase Class A shares at a lower price. The availability of breakpoint discounts may save you money and may also affect your decision regarding the appropriate share class in which to invest. Therefore, you should discuss the availability of breakpoint discounts with your financial advisor and carefully review the mutual fund prospectus and its statement of additional information, which you can get from your financial advisor, when choosing among the share classes offered by a mutual fund. If you wish to learn more about mutual fund share classes or mutual fund breakpoints, you may wish to review the investor alerts available on the NASD Web site. See www.nasdr.com/alert_mfclases.htm, and www.nasdr.com/alert_breakpoints.htm or visit the many mutual fund Web sites available to the public.

(B) Mutual Fund, Money Funds Fees, Revenue Sharing and 12b-1 Fees

TradeUP Securities may receive certain operational servicing fees from funds in lieu of clearance charges paid by the firm. TradeUP Securities may also receive revenue from money market funds held for you by us. In addition, TradeUP Securities may receive fees from funds for compensation for certain recordkeeping and other administrative tasks TradeUP Securities performs in connection with your account. TradeUP Securities may receive 12b-1 fees as compensation for transactions in that fund's shares through TradeUP Securities.

Day Trading Risk Disclosure Statement

You should consider the following points before engaging in a day-trading strategy. For purposes of this notice, a "day-trading" strategy means an overall trading strategy characterized by the regular transmission by a customer of intra-day orders to effect both purchase and

sale transactions in the same security or securities.

Day trading can be extremely risky. Day trading generally is not appropriate for someone of limited resources and limited investment or trading experience and low risk tolerance. You should be prepared to lose all of the funds that you use for day trading. In particular you should not fund day-trading activities with retirement savings, student loans, second mortgages, emergency funds, funds set aside for purposes such as education or home ownership, or funds required to meet your living expenses. Further, certain evidence indicates that an investment of less than \$50,000 will significantly impair the ability of a day trader to make a profit. Of course, an investment of \$50,000 or more will in no way guarantee success.

Be cautious of claims of large profits from day trading. You should be wary of advertisements or other statements that emphasize the potential for large profits in day trading. Day trading can lead to large and immediate financial losses.

Day trading requires knowledge of securities markets. Day trading requires in-depth knowledge of the securities market and trading techniques and strategies. In attempting to profit through day trading, you must compete with professional, licensed traders employed by securities firms. You should have appropriate experience before engaging in day trading.

Day trading requires a knowledge of a firm's operations. You should be familiar with securities firm's business practices, including the operation of the firm's order execution systems and procedures. Under certain market conditions, you may find it difficult or impossible to liquidate a position quickly at a reasonable price. This can occur, for example, when the market for a stock suddenly drops, or if trading is halted due to recent news events or unusual trading activity. The more volatile a stock is, the greater the likelihood that problems may be encountered in executing a transaction. In addition to normal market risks, you may experience losses due to system failures.

Day trading will generate substantial commissions, even if the per trade cost is low. Day trading involves aggressive trading, and generally you will pay commissions on each trade. The total daily commission that you pay on your trades will add to your losses or significantly reduce your earnings. For instance, assuming that a trade costs \$16 and an average of 29 transactions are conducted per day, an investor would need to generate an annual profit of \$111,360 just to cover commission expenses.

Day trading on margin or short selling may result in losses beyond your initial investment. When you day trade with funds borrowed from a firm or someone else, you can lose more than the funds you originally placed at risk. A decline in the value of the securities that are purchased may require you to provide additional funds to the firm to avoid the forced sale of those securities or other securities in your account. Short selling as part of your day-trading strategy also may lead to extraordinary losses, because you may have to purchase a stock at a very high price in order to cover a short position.

Potential Registration Requirements – Persons providing investment advice for others or managing securities accounts for others may need to register as either an "Investment Advisor" under the Investment Advisors Act of 1940 or as a "Broker" or "Dealer" under the Securities Exchange Act of 1934. Such activities may also trigger state registration requirements.

Risks of Online Trading Disclosure

It is important that investors educate themselves about how securities transactions are executed, particularly during times of volatile prices and high volumes.

System Performance – System availability and response time may vary based upon market conditions, volume and other factors.

Fast Markets – A fast market is a high-volume trading session marked by extreme price fluctuations and order imbalances resulting from numerous investors entering buy or sell orders for the same security simultaneously. Due to these imbalances, wide price variances are common. Fast Markets can be caused by material news announcements, market developments and even trading halts. The ability to execute orders in fast market conditions may be severely limited, and order execution may be delayed significantly. In addition, market orders entered in fast market conditions may be executed at prices that are significantly different from the prices quoted at the time the orders were entered.

Extreme Volatility – Securities of companies that have recently made initial public offerings (IPO's) may be particularly prone to price volatility. This is particularly risky for customers placing market orders, as a 10 or 15 minute delay in executions could mean a substantial change in the market price.

Order Status – Order cancellations are also affected by fast market conditions. Under fast market conditions, limit orders can be difficult, or not possible to cancel. If you cancel an order, make sure the cancellation actually occurred before placing another trade. Be aware that submitting a trade online is not the same as having that trade executed. If you replace your order prior to receiving confirmation you can duplicate your order and execution. Any duplicate orders entered are the customer's responsibility.

Additional Sources Recommended for Investor Reading -

▪ "NASD Guidance to Investor Regarding Stock Volatility and Online Trading" is located at www.nasd.com. Click on Investor Information/Markets and Trading/Online Trading.

▪ "SEC Tips for Online Investing: What You Need to Know About Trading in Fast Moving Markets," is located at www.sec.gov/investor/pubs/onlinetips.htm

Extended Hours Trading Risk Disclosure

Extended hours trading involves certain risks. It is important that you understand these risks prior to placing orders during the extended hours session. You may enter day limit orders for extended hours trading. If your order is not executed, it will expire at the end of the extended hours trading session each day.

Risk of Lower Liquidity – Liquidity refers to the ability of market participants to buy and sell securities. Generally, the more orders that are available in a market, the greater the liquidity. Liquidity is important because with greater liquidity it is easier for investors to buy or sell securities, and as a result, investors are more likely to pay or receive a competitive price for securities purchased or sold. There may be lower liquidity in extended hours trading as compared to regular market hours. As a result, your order may only be partially executed, or not at all.

Risk of Higher Volatility – Volatility refers to the changes in price that securities undergo when trading. Generally, the higher the volatility of a security, the greater its price swings. There may be greater volatility in extended hours trading than in regular market hours. As a result, your order may only be partially executed, or not at all, or you may receive an inferior price in extended hours trading than you would during regular market hours.

Risk of Changing Prices – The prices of securities traded in extended hours trading may not reflect the prices at the end of regular market hours, or upon the opening the next morning. As a result, you may receive an inferior price in the extended hours trading than you would during regular market hours.

Risk of Unlinked Markets – Depending on the extended hours trading system or the time of day, the prices displayed on a particular extended hours trading system may not reflect the prices in other concurrently operating extended hours trading systems dealing in the same securities. Accordingly, you may receive an inferior price in one extended hours trading system than you would in another extended hours trading system.

Risk of News Announcements – Normally, issuers make new announcements that may affect the price of their securities after regular market hours. Similarly, important financial information is frequently announced outside of regular market hours. In extended hours trading, these announcements may occur during trading, and if combined with lower liquidity and higher volatility, may cause an exaggerated and unsustainable effect on the price of a security.

Risk of Wider Spreads – The spread refers to the difference in price between what you can buy a security for and what you can sell it for. Lower liquidity and higher volatility in extended hours trading may result in wider than normal spreads for a particular security.

Addendum to TradeUP Securities Inc. Customer Agreement Related to Fractional Shares

TradeUP Securities Inc. (“TradeUP Securities”) will now allow me to purchase and sell fractional interests of whole equity securities (“fractional shares”) within my account(s), using the TradeUP platform. As such, I represent and agree with respect to all of the accounts which I control, whether margin or cash, to the terms in this addendum (“Addendum”) to my original TradeUP Securities Customer Agreement (“Agreement”) that are set forth below. Unless noted otherwise, defined terms have the same meaning here as in the Agreement. In the case of conflict between the terms of the Agreement and the Addendum, the terms of the Addendum will control for purposes of the subject matter herein.

I acknowledge and understand that:

1. TradeUP Securities rounds all holdings of fractional shares to the fifth decimal place, the value of fractional shares to the nearest cent (USD), and any dividends paid on fractional shares to the nearest cent (USD).
2. TradeUP Securities will only support payments that are equal to or greater than \$0.01 per share. Amounts smaller than \$0.01, or other indivisible amounts, will not be distributed. If my fractional share pays a dividend, the dividend payable to my fractional share position must be greater than or equal to \$0.01 in order to be credited to my account. TradeUP Securities does not offer a dividend reinvestment program, and any proportionate dividends received will require me to place an order to invest those funds.
3. TradeUP Securities will not accept an order for a purchase or sale of less than \$5.00. I will receive proceeds from the sale of any whole or fractional shares rounded to the nearest \$0.01.
4. Short Sale orders for fraction shares is not supported by the TradeUP Platform. As such, I can only enter sale orders for fractional shares of which I am long in my account(s).
5. If I enter repeated fractional orders with individual notional values of less than \$5.00, my account(s) may be restricted from trading.
6. TradeUP Securities works with a third-party vendor to facilitate the extension of voting rights to fractional shares. When a customer votes his/her interest in a fractional share, although the vendor will record and aggregate each customer’s vote for the full balance, the vendor, the issuer and/or the issuer’s designated tabulator for the shareholder meeting or similar shareholder event may not fully count such votes and would discard some fractional positions submitted to it. Therefore, I understand that my fractional share interest may not be counted for the purposes of shareholder voting. As such, I may not have any voting rights related to any fractional shares I own of an underlying security.
7. Fractional shares may be eligible to participate in mandatory corporate actions such as stock splits, mergers, or spin-offs. Where available, TradeUP Securities will distribute interests in proportion to ownership interest, inclusive of fractional shares. Because of the unpredictable nature of corporate actions, there may be situations that arise that are not described herein. Generally, these situations will be handled in accordance with the concepts applicable to dividends and reorganizations. Interests will be divided and distributed where possible in proportion to my ownership interest. The foregoing notwithstanding, these situations are in all cases subject to the terms contained in the materials prepared by the issuer describing the corporate action, as well as TradeUP Securities’ applicable policies and procedures, which may result in a different outcome from what is described above. If I receive fractional shares as the result of a corporate action, TradeUP Securities may, in its sole discretion, sell such fractional shares on the open market or to the issuer or transfer agent and distribute the pro-rata proceeds to my account. If sold on the open market, the sale price may differ from that offered to certain registered owners by the issuer or transfer agent.
8. To the extent that TradeUP Securities must purchase or sell shares in the market to fulfill any part of my order, the fractional component of that order will be fulfilled at the execution price TradeUP Securities receives for the corresponding whole share.

9. During periods of heavy trading and/or wide price fluctuations, there may be delays in executing my order and fractional trading may not be available. If I place a market order in volatile market conditions, there may be a significant difference between the quote I received prior to or at the time I placed the order and the execution price that I receive.
10. Fractional trading is generally available for S&P500 Securities offered via TradeUP Securities; however, securities available for fractional trading are subject to change without notice in TradeUP Securities' sole discretion. If a security is no longer eligible for fractional trading, then my existing fractional shares may be subject to liquidation only, meaning that I cannot accumulate more fractional shares in the particular security, but I will be able to divest my fractional share interests in that security.
11. Due to rounding and price movements, the estimated notional value of the order may differ from the actual notional value of the order, but may not exceed the total buying power available. There are scenarios where the converted share quantity calculation upon receipt may differ from the actual quantity received when executed such as the price changes between when the order was requested and when it was executed, fees are assessed on trading, rounding errors, or taxes are applied.
12. Cancellation of a market order is not guaranteed. If the order has been released for execution, I may not be able to cancel my order, nor can I modify an order once it has been submitted.
13. If a particular security or the market overall is experiencing a trading halt, I may choose to cancel pending fractional orders, but the cancel requests may not be processed until the halt is lifted.
14. Fractional shares within my account:
 - (i) are unrecognized, unmarketable, and illiquid outside the TradeUP Securities platform;
 - (ii) are not transferrable in-kind; and
 - (iii) may only be liquidated, with the proceeds available for withdrawal or transfer.
 - (iv) may be liquidated when have corporate action event, such as reverse split, merger, etc..
15. If my account is closed (whether by choice or by condition detailed in my original Customer Agreement), or if funds and/or securities are transferred to another broker-dealer, the fractional shares that I own at that time in my TradeUP Securities account may be liquidated. If my fractional position is liquidated, the proceeds will be distributed to me in cash or a cash equivalent instrument of TradeUP Securities choosing. For instance, if I initiate a full asset transfer out of my TradeUP Securities account, my fractional shares may be liquidated. If I initiate a partial asset transfer, any fractional shares I own may remain in my account as fractional shares or otherwise be liquidated.
16. All trading, including fractional trading, is executed by TradeUP Securities on a best-efforts basis only. TradeUP Securities does not guarantee that there will be a market for a particular security and makes no representations or warranties about its ability or willingness to facilitate trading in fractional shares, or the execution timing of an order.
17. Fractional shares orders are generally handled by TradeUP Securities on a Not Held basis, which gives TradeUP Securities time and price discretion to execute the order without being held to the security's current quote.
18. The whole share component of my trade will be executed by TradeUP Securities on an agency basis, and the fractional share component of my trade will be executed by TradeUP Securities on a principal basis. TradeUP Securities will execute a trade which includes both a full share and fractional share component (e.g. 9.4 shares) on a mixed capacity basis, where the full share component of the order is executed on an agency basis and the fractional share component of the order is executed on a principal basis. In this situation, the fractional share component of the trade will receive the same price as the full share component.
19. Though unlikely, I am aware that a systemic issue may occur which prevents a market order for a fractional share to be promptly executed upon order receipt. In such cases, TradeUP Securities will make best efforts to execute my fractional share order as soon as possible. However, TradeUP Securities may choose to cancel the order if it is impractical to execute. I may contact TradeUP Securities directly to understand any issues that my order(s) may encounter.
20. Subject to applicable requirements, TradeUP Securities may report holdings and transactions in my account in terms of either U.S. Dollars, shares, or both.

ACCEPTED AND AGREED: I acknowledge that I have read and understood the terms and conditions of this Addendum. I hereby agree to comply with those terms and conditions.