

ACCOUNT AGREEMENT

1. *Provisions in the Event of Failure to Pay or Deliver:* Whenever I, the "Client" do not, on or before the settlement date, pay in full for any security purchased for my account ("Account"), or deliver any security sold for such Account, cfd Investments, Inc. (or "you") are authorized (subject to the provisions of any applicable statute, rule or regulation),
 - a. until payment or delivery is made in full, to pledge, repledge, hypothecate or rehypothecate, without notice, any or all securities or commodities or any other property, for the sum then due or for a greater or lesser sum and without retaining in your possession and control for delivery a like amount of similar securities, and/or
 - b. to sell any or all securities which you may hold for the Account (either individually or jointly with others), or to buy-in any or all securities required to make delivery for the Account, or to cancel any or all outstanding orders or commitments for the Account, or to otherwise offset any amounts owed to you against other assets owned by me, individually or jointly, in any account maintained with or through you, as allowed by law.
2. *Cancellation Provisions:* You are authorized, in your discretion, should the Client die or should you for any reason whatever deem it necessary for my/our protection, without notice, to cancel any outstanding orders in order to close out the Account(s), in whole or in part, or to close out any commitment made for or on behalf of the Account.
3. *General Provisions:* Any sale, purchase or cancellation authorized hereby may be according to your judgment and at your discretion in the exchange or other market where such business is then usually transacted, or at public auction, or at private sale without advertising the same and without any notice, prior tender, demand or call, and you may purchase the whole or any part of such securities free from any right of redemption, and the Client shall remain liable for any deficiency. It is further understood that any notice, prior tender, demand or call from you shall not be considered a waiver of any provision of this Agreement.
4. *Jurisdiction:* This Agreement and its enforcement shall be governed by the laws of the State of Indiana, without regard to its choice of laws provisions, and its provisions shall be continuous. This Agreement shall inure to the benefit of cfd Investments, Inc. and any successors or assigns, and shall be binding upon the Client and the estate, executors, administrators and permitted assigns of the Client.
5. *Age:* All signatories to the Account, if natural persons, hereby represent that they are of full legal age in their jurisdiction of residence.
6. *Interest in Account:* No one except the signatories to the Account has any interest in any accounts with you unless such interest is revealed in the title of such accounts and, in any case, the signator(ies) hereto has/have the interest(s) indicated in such title.
7. *Orders and Statements:* Reports of the execution of orders and statements of the Account shall be conclusive if not objected to in writing, the former within two days and the latter within ten days, after forwarding by you or your agents to the Client.
8. *Address:* Communications relating to the Account may be sent to the Client at the current address of record for the Account which is on file at your office, or at such address as the Client may hereafter give you in writing. All communications so sent, whether by mail, telegraph, messenger or otherwise, shall be deemed given to the Client personally, whether actually received or not.

CUSTOMER INQUIRIES/COMPLAINTS: I/We understand that inquiries regarding the Account should be directed to the representative of record for the Account. Further, I/we understand that I/we should direct any complaint regarding the Account to the attention of the firm's Chief Compliance Officer at the firm's Home Office address and telephone number.

PREDISPUTE ARBITRATION AGREEMENT: Any controversy arising out of or relating to the Account, to transactions with or for me/us, or to this Agreement, or breach thereof, shall be submitted to arbitration, which shall be conducted according to the Code of Arbitration Procedure of the National Association of Securities Dealers, Inc. then in effect. Notice preliminary to, in conjunction with, or incident to such arbitration proceedings shall be sent to me/us by certified mail, and personal service is hereby waived. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof, without notice to me/us. Neither this Agreement nor any provision thereof can be amended or waived except by a writing signed by both me/us and a principal executive officer of cfd Investments, Inc. No persons shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative or certified 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; or (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.

This Agreement contains a predispute 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 or arbitrators who were or are affiliated with the securities industry.*
- *The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.*
- *The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.*

PRIVACY POLICY STATEMENT: I/We acknowledge receipt of the Privacy Policy Statement which explains how cfd Investments, Inc. uses the personal information collected about me/us to serve my/our Account.

ANTI MONEY LAUNDERING: I/We understand that, in an effort to fight terrorism and money laundering activities, Federal law requires that you obtain, verify, and record information regarding the identity of each person who opens an account. I/We also understand that, in addition to the information requested on the client New Account Form, you may request to see a picture ID or other identifying documents.