

ON-LINE SERVICES AGREEMENT

This Online Services Agreement ("Agreement") governs your use of TradingBlock (collectively, the "Service"), which includes Internet order entry and access to real-time/delayed quotes and financial market information. This Agreement is a supplement to TradingBlock's Customer Agreement, which applies to all transactions in your account, whether conducted through a licensed broker or through the Service. If there are any inconsistencies between this Agreement and the Customer Agreement, as they relate to the provision of online services, this Agreement controls.

- 1. Online Services.** You shall use TradingBlock's online services and any enhancements or additions thereto, only in accordance with this Agreement and pursuant to such rules or regulations as TradingBlock may from time to time adopt for conduct at its Website and e-mail systems. You alone are authorized by this Agreement to use the Service and you shall be responsible for the confidentiality and use of your access number, account number, password and personal identification number (collectively, "Access Code"). You shall pay for and be solely responsible for all orders placed through the Service using your Access Code, and TradingBlock shall have no responsibility to determine whether unauthorized persons have entered orders by use of your Access Code.
- 2. Acknowledgment of Trades.** You agree to notify TradingBlock immediately if: (a) an order has been placed through the Service and you have not received an order number or accurate acknowledgment of its receipt or execution; (b) you have received acknowledgment for confirmation of an execution which you did not place; or (c) you become aware of any theft, loss or unauthorized use of your Access Code. If you fail to notify TradingBlock immediately when any of the above events occur, neither TradingBlock nor any of its officers, employees, agents or affiliates can or will have any liability to you, or to a person claiming through you, for any claims or damages in connection with the handling, placement, execution or failure to execute any order.
- 3. Financial Market Information.** The Service provides you with access to market quotes, news reports, research related to industries and issuers, financial information and data independently obtained from third parties. While TradingBlock believes this information to be reliable, it does not guarantee or represent the accuracy, completeness, timeliness or correct sequencing of such information, nor does it endorse or recommend the providers of such information, their recommendations, research or forecasts concerning the market or particular securities. There may be delays, interruptions, errors or inaccuracies in the transmission of such information for which TradingBlock takes no responsibility. You further understand that providers of such information may have a proprietary interest in the data and information disseminated through the Service and you agree not to reproduce, retransmit, disseminate, sell, publish, broadcast, circulate or commercially exploit such information in any medium, nor to use such information for any unlawful purpose and that you will abide by any notices, rules or regulations prescribed or issued by the providers.
- 4. Advice.** You agree that all orders placed through the Service are deemed by you to be unsolicited by any TradingBlock broker or employee and that the financial and market information furnished through the Service, or the securities or mutual funds displayed thereby, are not intended to make recommendations or give any investment, legal, accounting or tax advice, or advice regarding the suitability or profitability of any security or investment. In this regard, you assume full responsibility for transactions in your account and for your investment decisions by use of the Service.
- 5. Available Funds.** To process orders through the Service, TradingBlock requires that your account contain available funds (i.e. money market funds, free credit balances, settlement receivables net of funds to pay for open orders and un-cleared deposits) or deliverable stock certificates on or prior to trade date to cover, as the case may be, purchases, "short" sales or sales of securities you own. If TradingBlock inadvertently accepts an order without available funds or such order is subject to cancellation or liquidation, and you agree to transmit funds promptly by wire, check or money order to assure full payment prior to settlement date. If payment is not received by settlement date, TradingBlock may, without notification, apply or liquidate any property in your account to satisfy your obligations and you will be responsible for any resulting losses therefrom, in accordance with the Customer Agreement. You further understand that TradingBlock must be able to borrow any securities you sell "short" and that you are subject to a "buy-in" if TradingBlock is subsequently unable to borrow the security you have sold "short".
- 6. Transaction Charges.** You agree to pay all commissions, fees or charges by TradingBlock for use of the Service and for transactions conducted through the Service and agree that such fees may be adjusted without notice. You understand that commissions charged, respectively, for Internet orders apply solely to orders placed through the Service without the assistance of a broker. All broker-assisted orders receive TradingBlock standard published rates, whether initiated through a broker or because of delays, interruptions or telephone or interconnect problems with the Service. If you enter an order either through a broker or the Service, and then change (for any reason) to another method, you will be charged the commission rate which applies to the last method of entry used. Accordingly, you may pay a greater commission if you switch from use of the Service to a broker-assisted method.
- 7. Termination of Online Services.** TradingBlock reserves the right to terminate your access to the Service or any portion of it, in its sole discretion, without prior notice, for any reason, including without limitation breach of this Agreement or the Customer Agreement, unauthorized use of your Access Code, or the cessation or termination of agreements between TradingBlock and third-party providers of financial and market information. Further, and without any recourse against TradingBlock, if there is a trading restriction or other limitation on your account, you will not be able to use the online order entry function of the Service.
- 8. E-mail Communications.** The Service provides you with the capability to send e-mail messages directly to TradingBlock. You agree that: (a) e-mail is not the proper facility to place orders through the Service and that TradingBlock will not act upon any orders transmitted through e-mail; (b) TradingBlock is entitled to review and retain your e-mail messages for quality of service, security or compliance purposes; (c) you will not use e-mail for any purpose which is abusive, harassing, libelous, defamatory, obscene or threatening; and (d) you will not use the Service to solicit TradingBlock customers or others for any purpose.
- 9. Modification and Governing Law.** This Agreement may be modified only in a writing accepted by or acceptable to TradingBlock; provided if TradingBlock sends you written notice, by email or otherwise, of a modification, your use of the Service after receiving such notice will indicate your acceptance of the

modification. The interpretation and performance of this Agreement shall be governed by the laws of the State of Illinois, as applied to agreements entered into and completely performed in Illinois, excluding application of the United Nations Convention On Contracts For The Sale of Goods.

10. Limitation of Liability. TradingBlock shall **not** be liable for any damages, including but not limited to losses, damages or expenses (i.e. trading losses, loss of profits, or direct, incidental or consequential damages) arising from delay, interruption, inaccuracy or denial of access to you or to the Service, or any portion thereof, caused by failure, disruption of communications or malfunction of any kind, including telephone, electronic, Internet, or any other method of data or voice transmission.

I UNDERSTAND THAT TRADINGBLOCK'S AUTOMATED INTERNET SYSTEMS ARE PROVIDED ON A "BEST EFFORTS" AND "AS IS" BASIS, AND THAT NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR OTHER REPRESENTATION OR GUARANTEE, IS MADE WITH RESPECT TO THE SERVICE OR FACILITIES USED TO SUPPORT THE SERVICE. SYSTEM RESPONSE AND ACCOUNT ACCESS TIMES MAY VARY DUE TO A VARIETY OF FACTORS, INCLUDING TRADING VOLUMES, MARKET CONDITIONS, SYSTEM PERFORMANCE, AND OTHER FACTORS. I UNDERSTAND THAT THERE IS THE POSSIBILITY OF DELAYED EXECUTIONS AND MARKET LOSSES DUE TO INTERNET OVERLOAD AS WELL AS LIMITED SYSTEM CAPACITY DURING PERIODS OF MARKET VOLATILITY. THE ACTUAL PRICES OF MARKET ORDERS MAY BE AT PRICES DIFFERENT FROM PRICES DISPLAYED VIA AN INTERNET CONNECTION.

DELAYS - HIGH VOLUMES OF TRADING AT THE MARKET OPENING OR INTRADAY MAY CAUSE DELAYS IN EXECUTION AND EXECUTIONS AT PRICES SIGNIFICANTLY AWAY FROM THE MARKET PRICE QUOTED OR DISPLAYED AT THE TIME THE ORDER WAS ENTERED. MARKET MAKERS EXECUTE ORDERS MANUALLY OR REDUCE THEIR SIZE GUARANTEES DURING PERIODS OF VOLATILITY, RESULTING IN POSSIBLE DELAYS IN ORDER EXECUTION AND LOSSES.

TYPES OF ORDERS - MARKET ORDERS ARE EXECUTED FULLY AND PROMPTLY WITHOUT REGARD TO PRICE. WHILE A CUSTOMER MAY RECEIVE A PROMPT EXECUTION OF A MARKET ORDER, THE EXECUTION MAY BE AT A PRICE SIGNIFICANTLY DIFFERENT THAN THE CURRENT QUOTED PRICE OF THAT SECURITY. LIMIT ORDERS ARE EXECUTED AT ONLY A SPECIFIED PRICE OR BETTER; HOWEVER, THERE IS A POSSIBILITY THAT THE ORDER WILL NOT BE EXECUTED. CUSTOMERS WHO PLACE MARKET ORDERS FOR INITIAL PUBLIC OFFERING (IPO) SECURITIES TRADING IN THE SECONDARY MARKET, PARTICULARLY THOSE THAT TRADE AT A MUCH HIGHER PRICE THAN THEIR OFFERING PRICE, OR IN HOT STOCKS (THOSE THAT HAVE RECENTLY TRADED FOR A PERIOD OF TIME UNDER WHAT IS KNOWN AS FAST MARKET CONDITIONS, IN WHICH THE PRICE OF THE SECURITY CHANGES SO QUICKLY THAT QUOTES FOR A STOCK DO NOT KEEP PACE WITH THE TRADING PRICE OF THE STOCK), RISK RECEIVING AN EXECUTION SUBSTANTIALLY AWAY FROM THE MARKET PRICE AT THE TIME THE ORDER IS PLACED. THIS RISK MAY BE SIGNIFICANTLY REDUCED BY PLACING A LIMIT ORDER.

MARGIN DISCLOSURE STATEMENT

This disclosure is being provided to you by TradingBlock in order to provide you with 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 section entitled "Margin Accounts" in the Customer Agreement provided to you. Please call TradingBlock if you have any questions or concerns with your Margin Account. When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from TradingBlock. If you choose to borrow funds from TradingBlock, TradingBlock will open a Margin Account for you. The securities purchased are TradingBlock's collateral supporting your loan, and, as a result, TradingBlock can take action, such as issue a margin call and/or sell securities in your Account(s), in order to maintain the required equity in your Account(s). 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 TradingBlock to avoid the forced sale of those securities or other securities in your Account(s).

TradingBlock can force the sale of securities in your Account(s). If the equity in your Account(s) falls below the maintenance margin required by law, or by TradingBlock's higher "house" requirements, TradingBlock can sell the securities in your Account(s) to cover the margin deficiency. You also will be responsible for any shortfall in your Account(s) after such a sale.

TradingBlock can sell your securities without contacting you. Some investors mistakenly believe that a firm must contact them for a margin call to be valid, and that a firm cannot liquidate securities in their Account(s) to meet the call unless the firm has contacted them first. This is not the case. Most firms will attempt to notify their customers of margin calls, but they are not required to do so. However, even if a firm has contacted a customer and provided a specific date by which the customer can meet a margin call, the firm 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 security in your Margin Account is liquidated or sold to meet a margin call. Because the securities are collateral for the Margin Loan, TradingBlock has the right to decide which security to sell in order to protect its interests.

TradingBlock can increase its "house" maintenance margin requirements at any time and is not required to provide you with advance notice. These changes in TradingBlock's policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause TradingBlock 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.

TradingBlock and our clearing firm are members of SIPC. As a member of the Securities Investor Protection Corporation (SIPC), funds are available to meet customer claims up to a ceiling of \$500,000, including a maximum of \$100,000 for cash claims. For additional information regarding SIPC coverage, including a brochure, please contact SIPC at (202) 371-8300 or visit www.sipc.org. Our clearing firm has purchased an additional insurance policy through a

group of London Underwriters (with Lloyd's of London Syndicates as the Lead Underwriter) to supplement SIPC protection. This additional insurance policy becomes available to customers in the event that SIPC limits are exhausted and provides protection for securities and cash up to an aggregate of \$600 million. This is provided to pay amounts in addition to those returned in a SIPC liquidation. This additional insurance policy is limited to a combined return to any customer from a Trustee, SIPC and London Underwriters of \$150 million, including cash of up to \$2 million. Similar to SIPC protection, this additional insurance does not protect against a loss in the market value of securities.