

## CUSTOMER OPTION AGREEMENT

In connection with any transactions in options which have been or may be purchased, sold, exercised or endorsed for the undersigned's account with an introducing broker, TradingBlock, which clears through Penson Financial Services, Inc., the undersigned agrees as follows:

**1. Definitions. Obligations** means all indebtedness, debit balances, liabilities or other obligations of any kind of the undersigned to Penson, whether now existing or hereafter arising. **Options** means all types of options, including puts, calls, equity, debt, index or otherwise. **Securities and other property** shall include, but shall not be limited to money, securities, commodities or other property of every kind and nature and all contracts and options relating thereto, whether for present or future delivery..

**2. Limits.** The undersigned shall not, acting alone or in concert with others, exceed the position/exercise limits set forth by any exchange or market or by any other regulatory authority having jurisdiction.

**3. Authority, Execution of Orders, Security Interest.** The undersigned hereby authorizes Penson in its discretion, should Penson deem it necessary for Penson's protection for any reason, including death of the undersigned, to buy, sell, or sell short for the undersigned's account any risk, puts, calls or other forms of option and/or to buy, sell or sell short any part or all of the underlying shares represented by options endorsed by Penson for the undersigned's account. Any and all expenses incurred by Penson in connection with such transactions shall be reimbursed by the undersigned to Penson. The undersigned understands and acknowledges that when transactions on the undersigned's behalf are to be executed and the options are traded in more than one marketplace Penson may use its discretion in selecting the market in which to enter the undersigned's order unless the undersigned specifically instructs otherwise. All monies, securities, or other property which Penson may hold in any account of the undersigned shall be held subject to a general lien for the discharge of the undersigned's obligations to Penson under this Agreement or otherwise. The decision to enter into options transactions was made entirely by the undersigned without any investment advice from Penson or the introducing broker.

**4. Notice, Exercise, Random Allocation.** The undersigned is aware of Penson's requirements and time limitations for accepting an exercise notice and expiration date. The undersigned understands that the undersigned may not receive actual notice of exercise until the week following exercise. The undersigned bears full responsibility for taking action to exercise or sell valuable options; however, in the absence of the undersigned notifying the introducing broker to exercise a valuable options contract by 3 p.m. Central Standard Time on the last business day prior to the expiration date of the options contract, and the introducing broker instructing Penson to sell valuable options on the undersigned's behalf within such time, the undersigned agrees that Penson may exercise the options contract on the undersigned's behalf. In the event of such exercise, the profit in excess of commission costs created thereby will be credited to the undersigned's account. In the event that the commissions to be charged for such an expiration transaction exceeds the proceeds to be realized, the undersigned agrees and hereby relinquishes the undersigned's ownership in said option to Penson, and Penson may exercise such option for its own account. If the undersigned does not instruct the introducing broker to exercise the valuable option by the time stated above, and Penson for whatever reason, does not exercise such option on the undersigned's behalf, the undersigned hereby waives any and all claims for damage or loss which the undersigned might at the time or any time thereafter have against Penson or TradingBlock arising out of the fact that the option was not exercised. The undersigned is aware that Penson utilizes a random method of allocation for all option(s) assignments received from the Option Clearing Corporation. Exercise assignment notices for options contracts are allocated among all customers' short positions within that series. This is accomplished by a manual procedure, which randomly selects from among all customer short positions, including positions established on the day of assignment, those contracts which are subject to exercise. All American short positions are liable for assignment at any time. The undersigned understands that a more detailed description of this procedure is available upon request by the undersigned.

**5. Uncovered Options.** The undersigned agrees that in connection with any uncovered options(s) for the undersigned's account, uncovered options are prohibited in IRA accounts. The undersigned agrees not to sell, during the life of the options in the account, the underlying securities collateralizing such options, including any cash or securities which may accrue on the underlying covered securities until such options are closed, exercised or expired or the undersigned has met the collateral requirements established by Penson and/or TradingBlock for carrying uncovered options. The undersigned also agrees that TradingBlock and/or Penson, in its respective sole discretion, may refuse any order to sell such underlying securities received from the undersigned or by means of a give up basis through another firm unless, prior to such sale, the undersigned has met the collateral requirements established by Penson and/or TradingBlock for carrying uncovered options. Penson has the right, in its sole discretion, to permit the undersigned to apply the proceeds of such sale to such collateral requirements.

**6. Risks.** The undersigned is aware of the high degree of risk involved in options transactions and has given the introducing broker, in strict confidence, information to demonstrate that this account and the trading anticipated in connection therewith is not unsuitable for the undersigned in light of the undersigned's investment objectives, financial situation and needs, experience and knowledge. The undersigned agrees to advise TradingBlock of any changes in the undersigned's investment objectives, financial situation or other circumstances that may be deemed to materially affect the suitability of executing options transactions for the undersigned's account.

**7. Options Account Form, Disclosure Documents.** The undersigned has reviewed the contents of the options account form and represents that they are accurate. Although certain types of transactions are indicated as anticipated, Penson and TradingBlock may execute any other types of transactions for the undersigned's account upon the undersigned's instructions. The undersigned has received an Options Disclosure Document relating to options on the categories of underlying securities which the undersigned has been approved for trading.

**8. Other Agreements.** The undersigned agrees to be bounded by the terms of Penson's **Retirement Custodial Account Agreement, Penson's Customer Account Agreement and/or Penson's Customer Margin and Short Account Agreement**. The undersigned understands that copies of this agreement are available from Penson or TradingBlock and, to the extent applicable, are incorporated by reference herein. The terms of this other agreement is in addition to the provisions of this Agreement and any other written agreements between Penson, TradingBlock and the undersigned.

**9. Miscellaneous.** The undersigned is aware of and agrees that this Agreement and all transactions in the undersigned's accounts shall be governed by the

constitution, rules, regulations, customs, usages and bylaws of the Options Clearing Corporation and the Financial Industry Regulatory Authority, and all exchanges or other facilities upon which options are traded for the account of the undersigned. If any provisions of this Agreement are held to be unenforceable, it shall not affect any other provisions of this Agreement. The headings of each sections of this Agreement are descriptive only and do not modify or qualify any provision of this Agreement. This Agreement and its enforcement shall be governed by the law of the state of Texas and shall cover individually and collectively all accounts which the undersigned has previously opened, now has open or may open or reopen with Penson, or any introducing broker, and any and all previous, current and future transactions in such accounts. Except as provided in this Agreement, no provision of this Agreement may be altered, modified or amended unless executed in writing by Penson's authorized representative. This Agreement and all provisions shall insure to the benefit of Penson and Penson's successors, whether by merger, consolidation or otherwise, Penson's assigns, the undersigned's introducing broker, and all other persons specified in Paragraph 8 of the Customer Account Agreement. Penson shall not be liable for losses caused directly or indirectly by any events beyond Penson's reasonable control, including without limitation, government restrictions, exchange or market rulings, and suspension of trading or unusually heavy trading in securities, a general change in economic, political or financial conditions, war or strikes. Penson may transfer the accounts of the undersigned to Penson's successors and assigns. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

**10. Prohibited Options Transactions. Unless** Customer receives prior authorization from TradingBlock, Customer shall not place trades that are not permissible under the option level for which Customer is approved.

**11. Uncovered Options Positions.** If any option position in Customer's Options Account becomes uncovered, TradingBlock may, without prior notice to Customer, take immediate action to cover Customer's position, and Customer shall be responsible for any resulting losses.

**12. Special Risks Associated With Uncovered Option Writing.** In the event that Customer receives authorization from TradingBlock for uncovered option writing, there are special risks associated with uncovered option writing that expose the investor to potentially significant losses, including, without limitation, the following: the writer of an uncovered call may incur large losses if the value of the underlying security exceeds the exercise price; and the writer of an uncovered put may incur large losses if the value of the underlying security declines below the exercise price. Uncovered option writing is not suitable for everyone. The strategy is only for the knowledgeable investor who understands the risks, has the financial capacity and willingness to incur potentially substantial losses, and has sufficient liquid assets to meet applicable margin requirements. If the value of the underlying instrument moves against Customer as an uncovered options writer, TradingBlock may request additional margin payments. If Customer does not make such margin payments, TradingBlock may liquidate stock or options positions in any one of Customer's accounts at TradingBlock's sole discretion and without prior notice.

**THIS AGREEMENT IS IN ADDITION TO CUSTOMER ACCOUNT AGREEMENT WHICH CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 8. CUSTOMER HAS READ AND UNDERSTOOD, AND AGREES TO BE BOUND BY, SUCH PREDISPUTE ARBITRATION CLAUSE.**

#### **SUPPLEMENTAL PROVISIONS**

**A. Pledging.** The undersigned understands that under Section 408(e)(4) of the Internal Revenue Code of 1986, as amended, if the undersigned pledges any portion of the undersigned's IRA as collateral for a loan, the amount so pledged will be treated as a distribution, and may be included in the undersigned's gross income for the taxable year in which the undersigned pledges the assets to the extent it represents earnings or be subject to excise taxes.

**B. Prohibited Transactions.** The undersigned understands that the extension of credit through margin, short selling positions, and uncovered options are not permitted in IRA accounts. If the undersigned or the undersigned's beneficiary engage in a prohibited transaction with the undersigned's IRA, as described in Section 4975 of the Internal Revenue Code of 1986, as amended, the undersigned's IRA may lose its tax-deferred or tax-exempt status, and the undersigned must generally include the value of the earnings in the undersigned account in gross income for the taxable year the undersigned engages in the prohibited transactions.

**C. ERISA.** The undersigned hereby represents, warrants, and covenants that the undersigned's IRA is not subject to the Employee Retirement Income Security Act of 1974, as amended, and the undersigned will not engage in any transaction in the undersigned's IRA that involves any extension of credit by Penson.

**D. No Advice.** The undersigned has been provided with an opportunity to consult with the undersigned's tax adviser regarding the advisability of holding options or conducting options strategies in the undersigned's IRA account. The undersigned has not and will not, rely on Penson for legal or tax advice in connection with engaging in options transactions in the undersigned's IRA. The undersigned will not hold Penson or TradingBlock responsible for any adverse tax consequences or penalties that the undersigned or the undersigned's IRA may incur in connection with options transactions.

**E. Obligations.** The undersigned understands that the undersigned is solely responsible for ensuring that sufficient assets are maintained in the undersigned's IRA to cover all potential obligations arising from the holding of options and conducting any options strategies, including any potential assignment and exercise. The undersigned acknowledges responsibility for not conducting options transactions that can result in liabilities or obligations in excess of the undersigned's IRA account balance. Penson and TradingBlock shall not be responsible for the dishonor of any transaction due to an insufficient balance in the undersigned IRA. If an assignment creates a short position or debit balance, Penson/TradingBlock is authorized to immediately cover deficit in the undersigned's IRA with other assets in the undersigned IRA account.

**F. Indemnification.** By signing this Agreement, the undersigned hereby agrees to indemnify and hold Penson, Penson's affiliates, TradingBlock, TradingBlock's affiliates and their respective officers, directors, employees and agents, and their respective successors and assigns, harmless from and against any and all losses (including but not limited to consequential damages), liabilities, tax consequences (including excise taxes, penalties and interest), demands, claims and expenses, attorneys' fees, damages (including consequential, incidental, special or exemplary) arising out of any actions or omissions by Penson, Penson's agents, TradingBlock or TradingBlock's agents in connection herewith, which are not caused by Penson's or TradingBlock's

gross negligence or willful misconduct. This provision shall survive the termination of this Agreement and shall be binding upon, and inure to the benefit of, each party's respective successors, assigns, heirs, and personal representatives.

## G. Option Levels

- **Level 1 Covered calls, including:**

Covered calls sold against stocks held long in your brokerage account  
Buy-writes (simultaneously buying a stock and writing a covered call)  
Covered call roll-ups/roll-downs

- **Level 2 All Level 1 strategies, plus:**

Married puts  
Long calls  
Long puts  
Long straddles  
Long strangles  
Covered puts (short stock and short put position)

- **Level 3 All Levels 1 and 2 strategies, plus:**

Equity debit spreads  
Equity credit spreads  
Equity calendar/diagonal spreads  
Index debit spreads  
Index credit spreads  
Index calendar/diagonal spreads

- **Level 4 All Level 1, 2, and 3 strategies, plus:**

Naked equity puts

- **Level 5 All Level 1, 2, 3, and 4 strategies, plus:**

Naked equity calls

- **Level 6 All Level 1, 2, 3, 4 and 5 strategies, plus:**

Naked index calls  
Naked index puts

## SPECIAL OPTIONS TRADING RISK STATEMENT

In light of the financial and/or personal information provided by you on your account application, it may be interpreted that based on your 1) age, 2) financial resources, 3) investment experience, or lack thereof, that options trading may be more risky than investments you have made in the past. Therefore, TradingBlock requests that you accept the following Additional Risk Disclosure:

**I ACKNOWLEDGE THAT I HAVE RECEIVED, READ, AND UNDERSTOOD THE OPTIONS RISK DISCLOSURE DOCUMENTS, AND AGREE TO INDEMNIFY AND HOLD HARMLESS TRADINGBLOCK AND ITS AGENTS FOR THE RESULTS OF TRADING IN MY ACCOUNT.**

## SPECIAL OPTIONS TRADING RISK DISCLOSURE

Options carry special risks and are not suitable for all investors. You should review the OPTIONS DISCLOSURE DOCUMENT and endeavor to understand the contents before you fund your account and engage in any option trading activity. All option trading is based on speculation, whether it is the purchase of Call and Put options outright or the naked selling of Call and Put options. SPECULATION by definition is a strategy that takes greater than average risk to achieve the potential for greater than average growth, with greater than average volatility. Speculation means that you need to assume greater levels of risk than non-speculative investing. If you cannot assume this greater risk, or if you have a low risk tolerance, then you should not speculate in the options markets. Speculation is reserved for monies that should be classified as risk capital. If you cannot afford to lose such risk capital, then you should not speculate in the options. Using an advisor does not eliminate your obligation to understand the characteristics and special risks of options and options markets. You

acknowledge that you have read the relevant industry's disclosure documents, CHARACTERISTICS AND RISKS OF STANDARDIZED OPTIONS before investing any money in options.

TradingBlock is not an advisory service and cannot recommend or suggest any particular advisor. We are strictly executing brokers specializing in options.