

Customer Agreement

DOC CODE 003

16. MARGIN AND OTHER COLLATERAL REQUIREMENTS. (Available only to margin accounts.) You hereby agree to deposit and maintain with margin in your margin account...

17. CHARGES AND ELECTRONIC SYSTEMS. If you or any other person authorized to act on your behalf...

18. CONSENT TO LEASE, PLEDGE OR USE OF SECURITIES IN MARGIN ACCOUNT. (Available only to margin accounts.) To the greatest extent permitted by applicable law...

19. LEGALLY BINDING. You hereby agree that the terms of this Agreement shall be binding upon you and your estate, heirs, executors, administrators, personal representatives, successors and assigns...

20. AMENDMENT; TERMINATION. (a) You agree that Bear Stearns may modify the terms of this Agreement at any time without notice to you...

21. GOVERNING LAW; THIS AGREEMENT SHALL BE COVERED BY THE SUBSTANTIVE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICTS OF LAWS PROVISIONS THEREIN.

22. ARBITRATION; CONSENT TO ARBITRATION SERVICE OF PROCESS. (a) THIS AGREEMENT CONTAINS A FIDUCIARY ARBITRATION CLAUSE BY WHICH AN ARBITRATION AGREEMENT IS ENTERED INTO BY YOU AND BEAR STEARNS...

BY SIGNING THIS AGREEMENT YOU AND BEAR STEARNS AGREE THAT CONTROVERSIES ARISING UNDER OR RELATING TO THIS AGREEMENT OR ANY SECURITY (WHICH YOU OR BEAR STEARNS MAY HOLD AS A MEMBER OF ANY FINANCIAL INSTITUTION AND ANY OF THEIR DIRECT, INDIRECT OR AFFILIATED COMPANIES OR ANY OTHER ENTITY) SHALL BE RESOLVED BY ARBITRATION...

AGREEMENT SHALL BE HELD ONLY AT THE FACILITIES OF, BEFORE AN ARBITRATION PANEL APPOINTED BY, AND SUBJECT TO THE RULES OF THE NEW YORK STOCK EXCHANGE, INC. OR THE NATIONAL ASSOCIATION OF SEEDERS OF DEALERS, INC. (NASDAQ), INC. OR THE NATIONAL ASSOCIATION OF BROKERS, BUT IF YOU YOU MAY ELECT ONE OF THE FOLLOWING FOR ARBITRATION...

(b) Notwithstanding the provisions of subparagraph (a) above, either party may, at any time prior to the initial arbitration hearing...

(c) With respect to any application for a preliminary remedy and any application for judgment on a preliminary award, each party irrevocably and exclusively agrees to the jurisdiction of the U.S. District Court for the Southern District of New York...

(d) You hereby agree to receive service of process in connection with any legal action or actions or proceedings based upon, arising out of or relating in any way to this Agreement by certified mail, return receipt requested and that delivery shall be presumed if such service is mailed to the address maintained by Bear Stearns...

23. SEVERABILITY. If and to the extent any term or provision herein is or should become invalid or unenforceable, then (i) the remaining terms and provisions hereof shall be construed and remain in full force and effect and (ii) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.

24. EXTRAORDINARY EVENTS. Bear Stearns shall not be liable for losses caused directly or indirectly by acts of God, war, civil disturbances, insurrection, strikes, terrorism, sabotage, nuclear accidents, strikes or material shortages, government requisition, acts or omissions of employees, suppliers, customers, counterparties or third parties, or any other event beyond Bear Stearns' control...

25. HEADINGS. The headings of the provisions hereof are for ease of reference only and shall not affect the interpretation or application of this Agreement in any way orally or in writing.

26. TELEPHONE AND ELECTRONIC COMMUNICATIONS. You hereby authorize Bear Stearns to transmit any of all telephone and electronic communications between you and Bear Stearns or any of Bear Stearns' employees or agents...

27. CUMULATIVE RIGHTS; ENTIRE AGREEMENT. The rights of each Bear Stearns client set forth in this Agreement and in addition to any other rights and remedies that may be available to each client under any other contract or law shall be cumulative and not exclusive of any other such rights and remedies. The provisions of this Agreement shall supersede any inconsistent provisions of any other agreement entered into between you and any Bear Stearns entity...

28. CAPACITY TO CONTRACT; AFFILIATIONS. You represent that you are at least 18 years of age and capable in the state of your domicile and that, unless you have notified Bear Stearns to the contrary, neither you nor any member of your immediate family is: (i) an employee or member of any company, (ii) an employee of member of the National Association of Securities Dealers, Inc., (iii) an employee of any corporation in the employ of any bank, trust or broker or principal in securities business or issuer or for an investment in the securities of any company or business company, (iv) an officer or director of any company, or (v) an officer or director of any company...

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT: 1. THE SECURITIES IN YOUR MARGIN ACCOUNT AND ANY SECURITIES YOU MAY HOLD AS A MEMBER OF ANY FINANCIAL INSTITUTION AND ANY OF THEIR DIRECT, INDIRECT OR AFFILIATED COMPANIES OR ANY OTHER ENTITY MAY BE USED BY BEAR STEARNS OR BEAR STEARNS' AFFILIATED COMPANIES OR ANY OTHER ENTITY FOR MARGIN AND OTHER PURPOSES AND YOU HAVE RECEIVED A COPY OF THIS AGREEMENT.

29. THIS AGREEMENT IS DATED AS OF [REDACTED]