

Zecco Trading, Inc.

Account Agreement Supplement

By opening or maintaining an account at Zecco Trading, Inc. ("Zecco Trading) or using any service offered by Zecco Trading, you acknowledge and represent that you have read and understand this Zecco Trading, Inc. Account Agreement Supplement ("Agreement"), and that you agree to be bound by the terms and conditions set forth below.

This Agreement specifies the terms and conditions that apply to any brokerage account that is requested, opened or maintained with Zecco Trading (each "Account") and to all services offered by Zecco Trading (each "Service"). As used herein, the terms "you" and "your" mean and refer to every person or entity that becomes legally bound under this Agreement by requesting, opening or maintain an Account, possessing trading authority or discretion with respect to an Account, or utilizing a Service.

This Agreement supplements the Penson Financial Services, Inc. Customer Account Agreement ("Penson Agreement"), which every Account holder enters into at the time of opening an Account.

Upon notice sent to you by email or through an account alert, Zecco Trading may, at any time, change or terminate this Agreement or the Penson Agreement. Once you have received notice from Zecco Trading of a change to this Agreement or the Penson Agreement, your continued use of an Account or Service will be sufficient to indicate that you accept the change and agree to be legally bound by the modification.

IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, THE PENSON AGREEMENT OR ANY MODIFICATION OF WHICH YOU ARE NOTIFIED, THEN YOU MUST IMMEDIATELY INFORM ZECCO TRADING OF THIS FACT BY CLOSING YOUR ACCOUNTS AND DISCONTINUING YOUR USE OF ANY SERVICES.

THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE IN SECTION A.19.

This Agreement is divided into four parts: (1) Acknowledgements; (2) Authorizations; (3) Duties; and (4) Miscellaneous Provisions:

THINGS YOU ARE ACKNOWLEDGING AS TRUE:

- [Your Legal Capacity](#)
- [Your Willingness to be Legally Bound](#)
- [The Sufficiency of Electronic Notices and Communications](#)
- [The Sufficiency of Electronic Signatures and Indications of Assent](#)
- [You Are A Self-Directed Investor](#)
- [The Independence of Your Fiduciaries \(If Any\)](#)
- [The Risks of Allowing Third Party Access to an Account](#)
- [Zecco Trading May Close or Restrict Any Account](#)
- [Zecco Trading Is Not Required to Cancel or Modify Orders](#)
- [Execution Is Not Guaranteed](#)
- [Mutual Fund Terms Are Set By Prospectus](#)
- [Services Might Not Be Available](#)
- [Zecco Trading's Liability is Limited](#)
- [Your Account Assets Secure Your Account Debts](#)
- [The Consequences If You Breach This Agreement](#)
- [Limitations for International Customers](#)

- [Zecco Trading's Rights and Obligations Are Transferable](#)
- [Third Parties Do Not Speak for Zecco Trading](#)
- [You Consent to Arbitration](#)

THINGS YOU ARE AUTHORIZING ZECCO TRADING TO DO:

- [General Account Authorization](#)
- [Authorization to Electronically Deliver Information and Records](#)
- [Authorization to Respect Legal Process](#)
- [Authorization to Investigate Your Credit Information](#)
- [Authorization to Monitor and Record Your Communications](#)
- [Authorization to Invest Capital](#)
- [Authorization to Execute Trades](#)
- [Authorization to Report Tax Information](#)

YOUR AFFIRMATIVE DUTIES AND RESPONSIBILITIES:

- [Duty to Protect Account Access Information](#)
- [Duty to Monitor Account Activity](#)
- [Duty to Maintain Current and Accurate Account Information](#)
- [Duty to Report the Death of an Account Holder](#)
- [Duty to Review Communications and Notifications](#)
- [Duty to Report Communication Difficulties](#)
- [Duty to Review Issuer and Adviser Communications](#)
- [Duty to Promptly Pay All Account Obligations](#)
- [Duty to Know Your Investments and Provide Appropriate Instructions](#)
- [Duty to Provide Notifications Correctly](#)
- [Duty to Request Hard Copies, If Desired](#)

MISCELLANEOUS PROVISIONS:

- [Applicable Law and Jurisdiction](#)
- [No Assignment Without Prior Written Consent](#)
- [Severability of Provisions](#)
- [Entire Agreement](#)
- [Right to Amend After Notice](#)
- [Termination of This Agreement or Your Account](#)



- A. Acknowledgements.** You expressly acknowledge and agree to the truthfulness of the following provisions:
- 1. Your Legal Capacity.** If an individual, you have reached the age of majority in the state or jurisdiction where you reside and have the legal capacity and competency to enter into and be bound by this Agreement. If acting for an entity, you have received all necessary authority to enter into and bind that entity under this Agreement.
 - 2. Your Willingness to Be Legally Bound.** This Agreement is binding upon you, your estate, executors, administrators, personal representatives, heirs, successors, assigns and any entities or individuals you represent with respect to an Account or Service.
 - 3. The Sufficiency of Electronic Notices and Communications.** Unless you provide written instructions to the contrary in the manner set forth below, it will be reasonable and proper for Zecco Trading to use electronic means exclusively to provide you with notices and communications in connection with this Agreement or any Account or Service. Sufficient delivery of such notices and communications will not require that you actually read them. Access to communications and notices will constitute delivery for purposes of this Agreement. Any communications sent by email will be deemed delivered when Zecco Trading sends them to the email address associated with your account. Communications and notices that Zecco Trading posts on its online trading portal will be deemed delivered when they become available to you online.
 - 4. The Sufficiency of Electronic Signatures and Indications of Assent.** Your electronic signature or indication of assent to any document related to an Account or Service is sufficient to legally bind you as if you had physically executed a hard copy of that document. You will not dispute the admissibility of an electronically stored copy of a document that you electronically signed or to which you indicated your assent. You will not dispute the validity of your electronic signature or indication of assent. And you will not dispute the admissibility of the business records maintained by Zecco Trading to reflect and memorialize your electronic signatures and indications of assent.
 - 5. You Are A Self-Directed Investor.** You are a self-directed investor who is individually responsible for determining the suitability of your investment decisions. Zecco Trading is not responsible for the investment decisions made by you or on your behalf. Zecco Trading is not responsible for the strategies, actions or inactions taken with respect to your Account. Zecco Trading is not responsible for the gains or losses you incur. The orders you place and instructions you give to Zecco Trading will be unsolicited. The employees, agents and representatives of Zecco Trading are not authorized to give you investment advice, and any instructions you receive from Zecco Trading with respect to Accounts or Services will be limited to technical or administrative guidance. You understand that the market values of securities fluctuate. You recognize that numerous independent resources are available from which you can obtain information about issuers, securities, exchanges, industries, and any other factor that might influence a reasonable investment decision. You acknowledge that you utilize Zecco Trading's Services at your own risk, including the investment and analytical tools it makes available to you.

- 6. The Independence of Your Fiduciaries (If Any).** A fiduciary is a person or entity authorized to make decisions with respect to an Account on behalf of its beneficial owners. Fiduciaries include trustees, custodians under the Uniform Transfers to Minors Act and Uniform Gifts to Minors Act, conservators, guardians, executors, administrators, attorneys-in-fact and investment advisors, along with any other individual or entity who has discretion or trading authority with respect to an Account. Zecco Trading is not responsible for determining anyone's legal status or capacity to serve as a fiduciary. Zecco Trading does not review the actions or inactions of fiduciaries acting on your behalf. Zecco Trading is not liable for any claims, expenses or losses relating to the action or inaction of your fiduciaries.
- 7. The Risks of Allowing Third Party Access to an Account.** If you permit a third party to access your Account or act on your behalf, you do so at your own risk. Zecco Trading will consider any request made or order entered with your proper Account access information to be a request or order by you. Zecco Trading is not liable for any losses or damages caused by any third person that you authorize or allow to access your Account or Services. If you authorize or allow a third party to access your Account or Services, you will cooperate with Zecco Trading in its efforts to defend claims by that third person, and will indemnify Zecco Trading against any liability, expense, loss or damage that arises from such third party access.
- 8. Zecco Trading May Close or Restrict Any Account.** Zecco Trading may, at any time and at its exclusive discretion, close any Account or prohibit or restrict trading activity in any Account. The closing or restriction of an Account does not affect obligations incurred before the Account was closed.
- 9. Zecco Trading Is Not Required to Cancel or Modify Orders.** Once you have placed an order online or by telephone, there is no guarantee that Zecco Trading will honor a subsequent request to cancel or modify that order. Zecco Trading is not liable to you if it does not cancel or modify an order placed by you or on your behalf.
- 10. Execution Is Not Guaranteed.** Placing an order with Zecco Trading does not guarantee that it can be executed, and Zecco Trading is not responsible if an order cannot be executed according to your instructions. Zecco Trading is not responsible for unexecuted orders due to communication failures.
- 11. Mutual Fund Terms Are Set By Prospectus.** Certain mutual funds reserve the right to change their purchase, exchange or redemption procedures, or to suspend or postpone redemptions under certain market conditions. Any mutual fund order entered with Zecco Trading will be placed on a best-efforts basis.
- 12. Services Might Not Be Available.** Zecco Trading cannot guarantee that all of its Services will be available at all times, especially its online Services. Zecco Trading accepts trading instructions over the telephone. It is not responsible for losses or damages that arise in connection with the unavailability of its online Services, including the inability to place orders over the internet. Zecco Trading is not responsible for any losses or damages that arise from a Service unavailability that is not reasonably foreseeable. Zecco Trading is not responsible for any losses or damages that arise from a Service unavailability resulting directly or indirectly from factors beyond its reasonable control, including, but not limited to, wars, strikes, natural disasters, severe weather conditions, terrorists or criminal acts, government restrictions, market or exchange rulings, trading suspensions, computer or communications line failures, unauthorized access or hacking and like conditions or acts of God.
- 13. Zecco Trading's Liability is Limited.** You understand and agree that your Account and Services are offered "as is" and without any express or implied warranties whatsoever, including but not limited to, warranties for merchantability or fitness for a particular purpose or use. Zecco Trading does not warrant freedom from interruption or timeliness, and you will not imply any warranties arising from usage, course of

dealing or course of performance. You will not seek to hold Zecco Trading liable under any theory in law or equity for any indirect, punitive, special, incidental or consequential damages or other losses, no matter what the cause.

- 14. Your Account Assets Secure Your Account Debts.** All securities, assets and other property which are held in your Account are subject to a lien in favor of Zecco Trading for the payment of all trades, debit balances, margin calls or other obligations arising in connection with your Account. You grant Zecco Trading your express legal authority to use, liquidate and/or transfer any and all securities, assets or other property in your Account as needed to satisfy any indebtedness arising in connection with your Account, to the extent permitted by law.
- 15. The Consequences If You Breach This Agreement.** If you breach this Agreement, Zecco Trading may take any action it deems advisable with respect to your Account and Services, and in the event of a breach or default by you, Zecco Trading will have all the rights and remedies available to a secured creditor under all applicable laws. Among other remedies if you breach this Agreement, Zecco Trading may restrict any Service, cancel or liquidate your Account, and sell any security, asset or other property in your Account.
- 16. Limitations for International Customers.** The Services provided by Zecco Trading are offered only in jurisdictions where it is legal to do so. The availability of Services over the internet is not a solicitation for or offering of Services to any person in any jurisdiction where such solicitation or offering is illegal. The Services provided by Zecco Trading are intended for customers in the United States and may not be offered or available in other countries. Zecco Trading may, however, at its exclusive discretion, open Accounts on behalf of or offer certain Services to non-U.S. residents.
- 17. Zecco Trading's Rights and Obligations Are Transferable.** Without giving you prior notice, Zecco Trading may assign its rights or duties under this Agreement to any successor, subsidiary or affiliate, and, with prior notice to you by email or account alert, Zecco Trading may assign its rights and duties hereunder to any other third party. This Agreement shall continue to bind you regardless of whether the rights or duties of Zecco Trading are transferred or assigned.
- 18. Third Parties Do Not Speak for Zecco Trading.** Zecco Trading is not responsible for representations made by non-employees or third parties, unless they are expressly authorized, in writing, to speak on its behalf. Zecco Trading does not endorse, authorize or stand behind any representations made by members of the online community hosted by Zecco Holdings, Inc. You will not seek to hold Zecco Trading liable for the representations of third parties. You will hold Zecco Trading harmless from any deficiencies that may be contained in any prospectus or communication about a security that Zecco Trading did not actually write.
- 19. You Consent to Arbitration.** REGULATORY AUTHORITIES REQUIRE THAT ANY BROKERAGE AGREEMENT CONTAINING A PRE-DISPUTE ARBITRATION AGREEMENT BE HIGHLIGHTED AND DISCLOSE THE FOLLOWING:

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

(A) 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.

(B) ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.

(C) THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.

(D) THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD.

(E) THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

(F) 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.

(G) THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

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; 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.

YOU AGREE TO SUBMIT TO ARBITRATION ANY CONTROVERSY BETWEEN YOURSELF AND ZECCO TRADING OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS RELATING TO THIS AGREEMENT, OR ANY ACCOUNTS, TRADING, OR COMMUNICATIONS WITH ZECCO TRADING, OR IN ANY WAY ARISING OUT OF OR CONNECTED TO ANY RELATIONSHIP WITH ZECCO TRADING, INCLUDING, WITHOUT LIMITATION, YOUR OWN OR THAT OF A FAMILY MEMBER, TRUSTEE OR FIDUCIARY.

SUCH ARBITRATION SHALL BE CONDUCTED UNDER THE AUSPICES OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY ACCORDING TO ITS THEN-CURRENT ARBITRATION RULES. ANY PARTY MAY ELECT UNILATERALLY AT ITS SOLE DISCRETION TO HAVE ANY ARBITRATION PROCEEDING HELD IN LOS ANGELES COUNTY, CALIFORNIA. ARBITRATION SHALL BE INITIATED BY SERVING OR MAILING A WRITTEN ARBITRATION DEMAND. ANY AWARD THE ARBITRATOR MAKES WILL BE FINAL AND JUDGMENT ON IT MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

YOU CONSENT TO THE PERSONAL JURISDICTION OF ANY COURT LOCATED IN THE STATE OF CALIFORNIA FOR PURPOSES OF ENFORCING THIS ARBITRATION AGREEMENT AND ANY ARBITRATION AWARD. THIS ARBITRATION AGREEMENT SHALL BE ENFORCED AND INTERPRETED EXCLUSIVELY IN ACCORDANCE WITH APPLICABLE FEDERAL LAW, INCLUDING THE FEDERAL ARBITRATION ACT.

B. Authorizations. You expressly authorize and consent to each of the following provisions:

- 1. General Account Authorization.** You appoint Zecco Trading as your agent to carry out your directions and instructions in accordance with this Agreement. You authorize Zecco Trading to take any action with respect to your Account that Zecco Trading deems necessary or suitable to accomplish the purposes of this Agreement.
- 2. Authorization to Electronically Deliver Information and Records.** Unless you provide written instructions to the contrary, in the manner set forth below, you authorize Zecco Trading to communicate with you exclusively by electronic means. In particular, you authorize Zecco Trading to deliver electronic notices and communications to the email address associated with your Account, you authorize Zecco Trading to deliver disclosure documents to you by making them available on its online trading portal, and you also

authorize Zecco Trading to deliver confirmations of your transactions by posting them electronically at <http://documents.penson.com>, which is alternately available through the online trading portal. The consent to electronic delivery will remain in effect until you revoke your consent, and it may take up to three (3) days to process a revocation of consent. Regardless of whether or you open or read documents delivered to you electronically, you authorize Zecco Trading to consider them delivered when an email is sent to the address associated with your account, or when disclosures or confirmations are made available to you online. All email sent to and from Zecco Trading is subject to archival, monitoring, review by and disclosure to someone other than the recipient, such as Zecco Trading's compliance administrators and regulatory bodies.

- 3. Authorization to Respect Legal Process.** If your Account is subject to an attachment or sequestration order in a legal proceeding, you authorize Zecco Trading, without challenging or contesting the validity of the attachment or sequestration order, to refuse any order or instruction that you provide with respect to your Account. You further authorize Zecco Trading to deliver any documents or information related to your Account or Services to any regulatory authority or as required by any apparently bona fide legal request, obligation or subpoena, without contesting the validity of that request, obligation or subpoena, and without providing any notice to you.
- 4. Authorization to Investigate Your Credit Information.** You authorize Zecco Trading to obtain reports from third parties that it deems relevant concerning your credit standing, business conduct or reputation. If requested to do so in writing, Zecco Trading will provide you with a copy of any such report. Where the law requires disclosure or if Zecco Trading believes disclosure necessary for the conduct of its business, you authorize Zecco Trading to disclose nonpublic information about you and your Account.
- 5. Authorization to Monitor and Record Your Communications.** Without obligating Zecco Trading to do so, you authorize Zecco Trading to monitor, record or maintain archival copies of its electronic, written or oral communications with you or anyone purporting to act on your behalf.
- 6. Authorization to Invest Capital.** You authorize Zecco Trading to invest and retain interest or returns on free cash balances in your Account, provided that you receive the interest or returns to which to which you are entitled under your express agreements with Zecco Trading, if any.
- 7. Authorization to Execute Trades.** Unless you specifically direct otherwise, you authorize Zecco Trading to execute any order for your Account on any exchange or market.
- 8. Authorization to Execute Oral Orders.** In addition to placing orders online, you may place orders by calling Zecco Trading's Call Center at (877)700-7862. If you use the Call Center to place any order, you authorize Zecco Trading to act upon your oral instructions.
- 9. Authorization to Report Tax Information.** You authorize Zecco Trading to report any dividends paid or sales proceeds in your Account to the Internal Revenue Service in accordance with applicable law.

C. Duties. You have the following affirmative duties to Zecco Trading under this Agreement:

- 1. Duty to Protect Account Access Information.** You will receive a user-ID and password that provide electronic access to your Account and Services. You are solely responsible (jointly and severally if a joint account) for protecting the confidentiality of this Account access information. You must notify Zecco Trading in writing immediately if you discover that the security or confidentiality of your Account access information has been compromised.
- 2. Duty to Monitor Account Activity.** You are responsible for promptly reviewing all orders, executions and account statements in connection with your Account. You are responsible for notifying Zecco Trading immediately in writing of any unauthorized use or unusual activity with respect to your Account, which may include, but is not limited to, failure to receive accurate confirmation of a transaction, receipt of confirmation of a transaction you did not place or the discovery of any inaccurate information relating to your Account. Further, you are responsible for inputting accurate trading information, and before entering additional orders, you are responsible for knowing the status of any orders that are pending. Unless you notify Zecco Trading of a discrepancy within ten (10) days after the delivery of a confirmation or Account statement, it will be deemed to have been accepted by you as delivered.
- 3. Duty to Maintain Current and Accurate Account Information.** You have a duty to provide Zecco Trading with accurate Account information and to notify Zecco Trading in writing immediately if there are any changes to the relevant information associated with your Account. This includes, but is not limited to, changes in your name, email address, mailing address, telephone number, investment objectives, taxpayer identification number or backup withholding requirements. You also must notify Zecco Trading immediately if you are or become employed or affiliated with a stock brokerage firm, bank, trust company, insurance company or securities exchange, or if you are or become an officer, director, 10% shareholder or affiliate of a publicly traded company.
- 4. Duty to Report the Death of an Accountholder.** Your estate must immediately notify Zecco Trading of your death in writing. Upon receipt of such notification, open orders in your Account will be cancelled, and Zecco Trading will take whatever actions it deems advisable to protect itself against liabilities, claims, expenses or losses arising from your death. If a joint Accountholder dies, the surviving Accountholder(s) must immediately provide Zecco Trading with written notice. The surviving account holder(s) will become the owner(s) of the Account and will continue to be subject to this Agreement.
- 5. Duty to Review Communications and Notifications.** You must read and understand the communications and notifications that you receive from Zecco Trading.
- 6. Duty to Report Communication Difficulties.** If you experience any difficulty opening an electronic document, if you find any discrepancies or errors in any electronic communications or notifications you receive from Zecco Trading, or if you do not understand a notification or communication you receive from Zecco Trading, then you must notify Zecco Trading of this in writing no more than forty-eight (48) hours after delivery. If you fail to receive an Account statement within ten (10) days or a transaction confirmation within five (5) days, you must notify Zecco Trading and Penson Financial Services, Inc. in writing. If you fail to provide this notification, the statement or confirmation will be deemed delivered.
- 7. Duty to Review Issuer and Adviser Communications.** You must read and understand prospectuses and other communications you receive from securities issuers and advisers, including mutual fund prospectuses and annual statements, and must promptly contact the issuer or adviser if you do not understand these documents.

- 8. Duty to Promptly Pay All Account Obligations.** You have a duty to Zecco Trading to pay for all trades, debit balances, margin calls or other obligations owing in your Account, and must pay any Account balance owed to Zecco Trading on demand. You have a duty to pay all applicable fees, commissions, taxes and other charges, including late fees, that apply to the Services Zecco Trading provides to you. The fees, commissions, taxes and other charges associated with your Account may change without notice, and you will be bound by such changes. If any Account carries a negative balance, you must pay a reasonable rate of interest determined by Zecco Trading on the principal amount. If you fail to make a payment on time, you must pay a reasonable late fee determined by Zecco Trading.
- 9. Duty to Know Your Investments and Provide Appropriate Instructions.** You assume individual responsibility for determining the suitability of all investment decisions and strategies you make or implement. You must base your investment decisions upon all information reasonably available to you and your own assessment of risks and rewards. You are solely responsible for knowing the rights and terms for all securities purchased, sold and/or maintained in your Account. You must educate yourself regarding any rights that could expire with respect to a security investment unless you take specific action. You must know the expiration dates and redemption dates relevant to your investments. You must know the circumstances under which rights associated with your investments may be called, cancelled or modified. You must provide Zecco Trading with appropriate instructions before a security investment in your Account expires worthless or is redeemed for less than its fair market value; otherwise, Zecco Trading may, at its discretion, sell the security and credit your Account with the proceeds. You must provide Zecco Trading with appropriate instructions regarding option position in advance of the expiration date, because if your Account has an option position on the first trading day prior to expiration that is one cent or more in-the-money, Zecco Trading will generally exercise the option on your behalf, and charge you a brokerage commission for the transaction.
- 10. Duty to Provide Notifications Correctly.** You must provide written notifications to Zecco Trading by sending an email to customerservice@zeccotrading.com, or sending a fax to (626) 529-7077, or by sending a letter to Zecco Trading, Inc., PO Box 60670, Pasadena, CA 91116.
- 11. Duty to Request Hard Copies, If Desired.** You must affirmatively notify Zecco Trading in writing if you want to receive hard copy, paper notifications and communications and do not wish to be bound by the electronic delivery of documents as set forth above. You must pay the service fee determined by Zecco Trading for the delivery of communications and notifications that it would otherwise deliver electronically.
- 12. Duty to Indemnify.** You agree to not commit fraud or make any misrepresentations with respect to your Account or Services provided by Zecco Trading. You must expressly designate any order to sell "short" as such, and Zecco Trading will mark the order as "short" when you place the order. You agree to not engage in free-riding, which is the practice of buying a security and selling it before paying for the purchase. You have the duty to indemnify Zecco Trading against any liability, expense, loss or damage arising out of or relating to fraud, misrepresentations, improper short sales or free-riding by you. You have the duty to indemnify Zecco Trading against any liability, expense, loss or damage incurred by Zecco Trading and arising out of or relating to your breach of an agreement with or duty to Zecco Trading or a third party, including Pension.

D. Miscellaneous Provisions. You expressly consent to the following additional provisions:

- 1. Applicable Law and Jurisdiction.** This Agreement and any activity with respect to your Account and/or Services are subject to all applicable federal and state laws and regulations, as well as all rules, regulations, rulings and interpretations of any exchange or market. You further agree that this Agreement and any activity with respect to your Account and/or Services are governed by and must be construed

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Member FINRA/SIPC
Account Agreement Supplement
V. 1.1.1 12/26/2008

according to the laws of the State of California. You consent to jurisdiction of and venue of the federal and state courts in Los Angeles County, California for any dispute relating to this Agreement, to the extent that dispute is not subject to mandatory arbitration as set forth herein and under the Pension Agreement that this Agreement supplements.

2. **No Assignment Without Prior Written Consent.** You agree that you cannot assign any rights or obligations under this Agreement without first obtaining the prior written consent of Zecco Trading. Any attempt at assignment without receiving prior written consent will be void.
3. **Severability of Provisions.** If any provision of this Agreement is or becomes unlawful, void or unenforceable, then that provision will be deemed severable from all remaining provisions and will not affect their validity or enforceability.
4. **No Waiver.** Zecco Trading's failure to insist on strict compliance with this Agreement or any other course of conduct on its part will not be deemed a waiver of Zecco Trading's rights under this Agreement.
5. **Entire Agreement.** This Agreement, all other written agreements referred to in this Agreement or located on Zecco Trading's website and any terms contained on statements or confirmations contain the entire understanding between you and Zecco Trading. This Agreement supersedes any previous agreements that you have made with Zecco Trading. If applicable, any and all other agreements between you and Zecco Trading that are not inconsistent with this Agreement continue to apply.
6. **Application of Other Agreements.** Other disclosures, terms and conditions apply to the use of your Account and Services. You agree to be legally bound by all written agreements between you and Zecco Trading, including, but not limited to, all agreements on Zecco Trading's Disclosure page located at <http://www.zecco.com/trading/TradingDisclosures.aspx>.
7. **Right to Amend After Notice.** Zecco Trading may amend this Agreement at any time by sending notice to you by email or through an account alert. If you do not wish to be bound by any amendment, you must immediately inform Zecco Trading of this fact by closing your Account and discontinuing use of any Service. Continued use of an Account or Service after notice of any change is an indication of assent to be legally bound by the modification.
8. **Termination of This Agreement or Your Account.** After paying any obligations owed to Zecco Trading, you may terminate this Agreement or your Account at any time upon written notice to Zecco Trading.
9. **Complaints.** Customer complaints should be directed to Zecco Trading's Customer Services at customerservice@zeccotrading.com or by calling 877-700-STOCK (877-700-7862) between the hours of 9 a.m. to 6 p.m. (EST) Monday thru Friday.

BY SIGNING OR OTHERWISE INDICATING YOUR CONSENT TO THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ THIS AGREEMENT AND THE PENSION AGREEMENT, AND THAT YOU UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS CONTAINED WITHIN THIS AGREEMENT AND THE PENSION AGREEMENT.

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