

## **LEK SECURITIES CORPORATION**

### **TERMS AND CONDITIONS OF COMPUTER TRADING AND ROX USE**

These TERMS AND CONDITIONS OF COMPUTER TRADING AND ROX USE (“Terms and Conditions”) shall govern and control Customer’s transmission of Orders (as defined below) to LSC or to a Market Center using the ROX System, any component of ROX, any Application Programming Interface (API), any electronic interface using the Financial Information Exchange (FIX) protocol, telephone, electronic mail, Instant Messaging, or any other means of communication.

Customer acknowledges that ROX is the property of ROX Systems Inc., a corporation organized under the laws of the State of Illinois (“RSI”) and that RSI is the copyright holder of ROX and that “ROX” and “ROX Systems” are registered trademarks of RSI. LSC represents to Customer that it has obtained the requisite authority from RSI to license ROX to Customer under the terms of this Agreement.

In consideration of the foregoing and the covenants and obligations set forth herein, the Parties hereby agree as follows:

#### **1. Definitions**

The following definitions shall apply to all listed capitalized terms used in these Terms and Conditions:

- 1.1. “Applicable Rules” means all applicable laws, rules, regulations, policies and practices of the Securities and Exchange Commission, the Commodity Futures Trading Commission, securities and futures exchanges, clearing houses, alternative trading facilities, and self-regulatory organizations, including any governmental, or quasi-governmental body, exchange, or regulatory authority with jurisdiction over Customer or LSC in the United States and in the country where an Order is sent for execution.
- 1.2. “Credit Limit” means:
  - 1.2.1. For accounts carried on LSC’s books, Credit Limit means the fixed dollar amount that Customer may not exceed when computing the aggregate market value of all long and short positions, including unfilled Orders (as defined below) in accounts owned by Customer or persons or entities under Customer’s control. Unless otherwise specified, the Credit Limit will be set to the Day Trading Buying Power as defined by NYSE Rule 431.
  - 1.2.2. For accounts not carried on LSC’s books, Credit Limit means the fixed dollar amount that Customer may not exceed when computing the aggregate market value of all long and short positions, including unfilled Orders (as defined below) and buys and sells that have not settled in accounts owned by Customer or persons or entities under Customer’s control.
- 1.3. “Customer” means any entity or person who transmits an Order to a Market Center or uses ROX with actual or constructive knowledge of these Terms and Conditions, and any individual, corporation, company, partnership, limited partnership, limited liability company, trust, association, or other entity or person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the same.
- 1.4. “Market Center” means any Exchange, Electronic Communication Network (“ECN”), Alternative Trading System, or Market Maker, whether located in the United States or outside the United States. For the purpose of these Terms and Conditions, the term Market Center includes LSC.
- 1.5. “Order” means any offer to buy or sell, attempt to cancel an offer to buy or sell, modification of an offer to buy or sell, or other communication concerning an offer to

buy or sell, any security, commodity, or other financial instrument transmitted to a Market Center using any one or combination of the following: ROX or any component of ROX, any Application Programming Interface (API), any electronic interface using the Financial Information Exchange (FIX) protocol, telephone, electronic mail, Instant Messaging, or other means of communication.

- 1.6. "Party", "LSC" and "Customer," includes each such party's officers, directors, employees, agents, partners, and affiliates (each a "Related Party"). References to "LSC" therefore also include LSC's affiliate RSI.
- 1.7. "Report" means any communication received from a Market Center using any one or combination of the following: ROX or any component of ROX, any Application Programming Interface (API), any electronic interface using the Financial Information Exchange (FIX) protocol, telephone, electronic mail, Instant Messaging, any third party method of transmitting confirmations of purchases and sales (such as the ID system by Omgeo), or any other means of communication, including postings, notices, or announcements on LSC's website.
- 1.8. "Risk Parameters" (also known as LSC's "House Requirements") means the maximum amount of Customer's theoretical exposure to losses as computed by LSC using mathematical models, the results of which are published periodically on LSC's website at <https://vip3.leksecurities.com/CustomerAccountReports/HouseMargin.aspx>.
- 1.9. "ROX" means the collection of computer programs and the communications network developed or operated by LSC for the purpose of distributing market data and allowing the input of Orders for the routing of the same to a Market Center.
- 1.10. "Secure ID" means the unique identifier or other private codes, password or authentication mechanisms designed to restrict access to ROX to Customer and Customer's authorized personnel.

## **2. Limited License**

LSC grants Customer, for the term hereof, and conditioned upon Customer's continued honoring of its representations and warranties herein, a personal, limited, non-exclusive, revocable, non-transferable, non-sublicenseable, non-assignable, and royalty free license to use ROX subject to the terms hereof including, without limitation, the license to route Orders to Market Centers using ROX. Any other use of ROX is prohibited. By using ROX, Customer warrants that it will not transfer ROX, or its right to use ROX, to any person or entity without the express written consent of LSC, and that Customer must return all copies of ROX to LSC immediately at the request of LSC.

## **3. Term and Termination**

- 3.1. These Terms and Conditions are effective as of the date of Customer's acknowledgment or of Customer's first use of ROX by Customer, whichever is first, and will continue in effect until terminated by either Party at any time, with or without cause, upon 30 days prior written notice to the other Party or such shorter notice as may be reasonable under the circumstances. However, breach by Customer of any of its warranties and/or failure to abide by the payment schedule is grounds for immediate termination without notice by LSC. Customer will still be liable for all commissions, fees or other usage charges incurred prior to any termination.
- 3.2. LSC has the right to suspend or terminate (at any time, with or without cause or prior notice) all or any part of ROX, or Customer access to ROX, to change the nature, composition or availability of ROX, or to change the limits on the trading that Customer may conduct through ROX. LSC shall use commercially reasonable efforts

to notify Customer if it believes that any of the foregoing events are likely to materially impact Customer, but such efforts are not a condition precedent to LSC's exercise of its rights hereunder.

#### **4. Placement of Orders; Settlement Obligations**

- 4.1. LSC has no obligation to accept all or any part of an Order. LSC has no responsibility to Customer or any third-parties for transmissions that are inaccurate or not received by LSC, and may execute any Order on the terms actually received by LSC. If practicable, LSC shall use commercially reasonable efforts to carry out any instruction received by LSC to cancel, modify or replace an Order.
- 4.2. If there is a conflict between any Report and the actual purchase or sale that LSC receives from the Market Center, the terms of the actual purchase or sale that LSC receives from the Market Center will prevail. Execution terms as reflected in a Report are subject to adjustment for errors or omissions, including but not limited to, errors or omissions on the part of a Market Center.
- 4.3. Customer shall promptly review all records of Reports and Orders and notify LSC immediately of any errors or omissions. Failure to notify LSC of any such error or omissions before the opening of the Market Center on the next business day shall be deemed binding agreement by Customer to the correctness of any such Report or Order.
- 4.4. Customer acknowledges and agrees that its absolute, unconditional and unassignable obligation, in connection with each purchase or sale, to make and ensure timely delivery of, respectively, the funds and securities or commodities, in good deliverable form, free and clear of any lien, claim, interest or restriction of any sort, as well as any required remittance of interest, dividend payments or other distributions.
- 4.5. If Customer transmits an order to LSC with a limit price that exceed the numerical precision permitted by regulation, it is agreed between the parties that the limit price will be rounded down, in the case of a buy order, or up, in the case of a sell order to the nearest level of precision permitted by rule.

#### **5. Representations and Warranties**

In addition to any representations, warranties and covenants made elsewhere in these Terms and Conditions by Customer, Customer represents and warrants the following:

- 5.1. Customer represents and warrants that it will at all times maintain adequate and sufficient procedures and controls over use of its systems, personnel, and access to and use of ROX, to ensure that Customer will at all times comply with these Terms and Conditions and all Applicable Rules. CUSTOMER'S DUTIES INCLUDE, WITHOUT LIMITATION, MONITORING OF SHORT SALE TRANSACTIONS, MARGIN TRANSACTIONS, MARKET-ON-CLOSE TRANSACTIONS AND LIMIT-ON-CLOSE TRANSACTIONS, AND COMPLIANCE WITH ALL RULES AND REGULATIONS GOVERNING SAME.
- 5.2. Customer agrees to pay LSC all commissions and other charges due within 30 days of invoice or as agreed upon between Customer and LSC. Failure to object to any such invoice within 30 days is a waiver of any objection. Failure to timely pay invoices is grounds for termination of these Terms and Conditions without prior notice. Invoices not paid within 30 days shall accrue interest at the rate of 1-1/2 percent per month.
- 5.3. Customer will not enter or permit any Orders that could violate any Applicable Rule. Customer will ensure that it will not send or permit to be sent any Order that, if

executed, would exceed Customer's predetermined Credit Limit, House Requirements, or Risk Parameters.

- 5.4. Customer's Secure ID will not be altered, disabled, or circumvented. If the Secure ID has been lost, stolen or compromised, Customer will notify LSC to request immediate cancellation of the Secure ID, and Customer will remain liable for any orders entered through the Secure ID.
- 5.5. Customer represents and warrants that it shall notify LSC immediately upon learning of any violation or potential violation of Applicable Rules, or any violation or potential violation of any of these Representations and Warranties or any other obligation in these Terms and Conditions.
- 5.6. If Customer elects to receive market data, information, or other services or information from a Market Center, Customer agrees to be bound by the terms and conditions of the agreements pertaining to the receipt of market data, information, or other services from the Market Center providing the same. These agreements are available at <http://www.leksecurities.com/documents.htm> or on the website of the respective Market Center. Customer warrants that it will provide accurate and timely information concerning such Market data, information, or other services. Customer warrants that it will truthfully identify itself as a professional or non-professional user under the guidelines of the Market Center and pay all invoices pertaining to the receipt of market data, information, or other services, issued by either the Market Center or LSC.
- 5.7. Customer agrees that its representations, warranties and covenants in these Terms and Conditions shall be deemed repeated and reaffirmed upon each access or use of ROX.

## **6. Limitation of Warranties**

ROX IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, TITLE, OR THE CORRECTNESS, QUALITY, ACCURACY, SECURITY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS, PRICING OR CONTINUED AVAILABILITY OF ROX OR ANY PART OF ROX. THERE IS NO GUARANTY THAT SUCH SERVICES PROVIDED BY LSC WILL MEET USER REQUIREMENTS, BE ERROR-FREE, OR OPERATE WITHOUT INTERRUPTION. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, LSC SHALL HAVE NO DUTY OR OBLIGATION TO MAINTAIN ROX, OR ANY PART OF ROX, OR TO SUPPLY ANY CORRECTIONS, UPDATES OR RELEASES CONCERNING ROX, OR TO VERIFY, CORRECT, COMPLETE OR UPDATE ANY INFORMATION DISPLAYED ON ROX.

## **7. Limitation of Liability**

- 7.1. LSC, AND INTRODUCING BROKER (IF APPLICABLE), SHALL HAVE NO LIABILITY, CONTINGENT OR OTHERWISE, TO CUSTOMER OR TO THIRD PARTIES, CONCERNING THE CORRECTNESS, QUALITY, ACCURACY, SECURITY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS, PRICING OR CONTINUED AVAILABILITY OF ROX, OR ANY PORTION THEREOF, DELAYS OR OMISSIONS OF ROX, THE FAILURE OF ANY CONNECTION OR COMMUNICATION SERVICE TO PROVIDE OR MAINTAIN CUSTOMER ACCESS TO ROX, ANY INTERRUPTION IN OR DISRUPTION OF CUSTOMER ACCESS, OR ANY ERRONEOUS COMMUNICATIONS BETWEEN LSC AND CUSTOMER.
- 7.2. CUSTOMER HAS NO GREATER RIGHTS AGAINST LSC THAN AGAINST AN MARKET CENTER AND THAT, IF A CLAIM AGAINST AN MARKET CENTER

WOULD BE BARRED OR LIMITED BY MARKET CENTER RULE, REGULATION, CONSTITUTION, OR APPLICABLE RULES SUCH BAR OR LIMITATION WILL APPLY WITH EQUAL FORCE AND EFFECT TO ANY CLAIM AGAINST LSC.

- 7.3. LSC, AND INTRODUCING BROKER (IF APPLICABLE), ARE NOT LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, LOSS OF PROFIT, LOSS OF USE, LOSS OF COST OR OTHER SAVINGS OR LOSS OF GOODWILL OR REPUTATION) WHICH CUSTOMER MAY INCUR OR EXPERIENCE AS A RESULT OF CUSTOMER HAVING ENTERED INTO THESE TERMS AND CONDITIONS OR RELYING ON ROX OR ANY INFORMATION PROVIDED TO CUSTOMER IN CONNECTION THEREWITH (INCLUDING, DESCRIPTIONS OF APPLICABLE RULES), EVEN IF LSC, OR INTRODUCING BROKER (IF APPLICABLE), KNEW OR SHOULD KNOW OF THE POSSIBILITY OF THOSE DAMAGES. LSC IS NOT RESPONSIBLE FOR INFORMING CUSTOMER OF ANY DIFFICULTIES LSC OR OTHER THIRD PARTIES EXPERIENCE CONCERNING USE OF ROX FOR LSC'S ACCOUNTS OR OTHER ACCOUNTS OR TO TAKE ANY ACTION IN CONNECTION WITH THOSE DIFFICULTIES. LSC AND INTRODUCING BROKER ALSO HAVE NO DUTY OR OBLIGATION TO VERIFY, CORRECT, COMPLETE OR UPDATE ANY INFORMATION DISPLAYED IN ROX. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY LOSSES, DAMAGES OR COSTS RESULTING FROM CUSTOMER RELIANCE ON ANY DATA OR INFORMATION THAT LSC MAY PROVIDE IN CONNECTION WITH ROX. THE FOREGOING LIMITS OF LIABILITY AND RESPONSIBILITY SHALL NOT APPLY TO THE EXTENT THAT ACTIONS OR OMISSIONS ON LSC'S OR INTRODUCING BROKER'S PART CONSTITUTE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. LSC, AND INTRODUCING BROKER (IF APPLICABLE), ARE NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES OR COSTS THAT MAY RESULT FROM ERRORS MADE BY ANY THIRD PARTY SYSTEM IN READING, PROCESSING OR EXECUTING ORDERS, OR IF ANY THIRD PARTY SYSTEM OTHERWISE FAILS TO PROPERLY EXECUTE SUCH ORDERS.
- 7.4. EXCEPT WITH RESPECT TO DAMAGES RESULTING FROM LSC'S OR INTRODUCING BROKER'S INTENTIONAL MISCONDUCT, GROSS NEGLIGENCE, OR BREACH OF § 9.2 OF THESE TERMS AND CONDITIONS, LSC, AND INTRODUCING BROKER (IF APPLICABLE), SHALL HAVE NO LIABILITY ARISING OUT OF ANY CLAIM (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING FROM OR RELATING TO THESE TERMS AND CONDITIONS, OR ROX.
- 7.5. IN THE EVENT THAT LSC IS FOUND LIABLE FOR ANY SUBSTANTIATED DAMAGES, SUCH DAMAGES SHALL BE LIMITED TO THE GREATER OF (A) A RETURN OF COMMISSIONS PAID FOR THE TRADES AFFECTED, OR (B) \$50.00.

## **8. Assumption of Risk**

In addition to other limitations and assumptions of risk in these Terms and Conditions, Customer assumes the following risks and will not seek to hold LSC or Introducing Broker (if applicable) responsible for any of these risks:

- 8.1. Volatile Market Conditions. Values of stocks, foreign exchange, commodities and other financial instruments may change dramatically in a volatile market, and rapid changes may prevent the matching of orders and sales fast enough to prevent or minimize losses. Such losses may be substantial, particularly in the case of shorts and/or margin transactions. Customer assumes the risk for all such risks and losses.
- 8.2. Bad Decisions. LSC provides no tax, legal or investment advice of any kind. Customer agrees that it is not relying upon any advice by LSC, and that all Orders decisions are based solely upon Customer's own evaluation of the wisdom of each such Order. Customer assumes the risk of loss for bad decisions.

- 8.3. Communications Failure. Customer bears the risk of any and all communications failure, hardware failure, or software failure, and any erroneous data transmission or delays resulting from any such failure. Customer agrees that it cannot rely on any instruction having been received by a target Market Center unless and until Customer receives an order acknowledgement.
- 8.4. Cancellation Failure. Customer bears the risk that a cancellation request of an Order may not be honored, and acknowledges and agrees that it is rarely possible to cancel an Order. Customer assumes the risk of any failed cancellation request.
- 8.5. Selection of Market Center. If Customer does not specify a Market Center for routing of its Order, LSC will use its discretion, consistent with applicable regulatory requirements and best-execution principles, to select a Market Center. Customer agrees that LSC shall have no liability for its selection. Customer assumes the risk that a better execution might have been obtained at a different Market Center.

## 9. Indemnification

Customer agrees to defend, indemnify and hold LSC, its officers, directors, employees, agents, assigns and contractors, hereinafter each referred to as an "Indemnified Person", harmless for any and all losses, costs, and expenses, including attorney's fees, costs of experts and accounting fees that an Indemnified Person may incur by reason of any actual or alleged breach by Customer of its representations or warranties set forth in these Terms and Conditions, or any actual or alleged failure by Customer to properly perform any obligation set forth in these Terms and Conditions, or any actual or alleged failure by Customer to abide by Applicable Rules, and any actual or alleged liability that an Indemnified Person may be subject to due to actions taken in good faith by such Indemnified Person or failure to take action by such Indemnified Person in good faith in connection with any services provided to Customer, or on behalf of Customer. Such losses, costs and expenses shall also include (i) any sums paid in settlement of any claim, and (ii) any sums expended in defending against or settling any action or proceeding. In case any proceeding (including any arbitration, regulatory, or governmental investigation) shall be instituted involving any Indemnified Person, such Indemnified Person will promptly notify Customer in writing and the Indemnified Person shall be permitted to retain its own counsel and control its legal defense, notwithstanding the Customer's duty to indemnify. It is understood that Customer shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one law firm (in addition to local counsel) for all Indemnified Persons, and that all such fees and expenses shall be reimbursed as they are incurred. Customer shall not be liable for any settlement of any proceeding affected without its written consent, but if settled with such consent, or if there shall be a final judgment for the plaintiff, Customer agrees to indemnify the Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an Indemnified Person shall have requested Customer to reimburse the Indemnified Person for fees and expenses of counsel as contemplated in this Section, Customer agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by Customer of the aforesaid request, or (ii) Customer shall not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement. Customer shall not, without the prior written consent of the Indemnified Person, affect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnity could have been sought hereunder by such Indemnified Person, unless such settlement includes an unconditional release of such Indemnified Person from all liability on claims that are the subject matter of such proceeding. Customer's duty to defend, indemnify and hold harmless shall remain in full effect even if the Indemnified Person and/or Customer prevails in

litigation or is found not to have engaged in any wrongdoing.

## **10. Confidentiality**

- 10.1. Customer shall keep confidential all competitively sensitive and/or proprietary information, knowledge and data exchanged pursuant to these Terms and Conditions relating to, or concerned with, LSC's or any of its affiliated companies' property, systems, operations, sales, customers, business and affairs (collectively, "Confidential Information"), and shall not, at any time, use such information, knowledge or data other than for the purpose of performing rights or obligations hereunder, or disclose or divulge any Confidential Information to any person, firm, or corporation other than its officers, directors and employees (collectively, "Employees") and agents who need to know such Confidential Information and only if such Employees and agents are subject to an obligation to keep such information confidential.
- 10.2. Confidential Information does not include information that is or becomes: (i) part of the public domain (other than by disclosure by Customer in violation of these Terms and Conditions); (ii) within the custody or control of Customer without any confidentiality obligation associated therewith; (iii) disclosed to Customer by a third party who is legally entitled to make such disclosure; or (iv) independently developed by Customer without reference to LSC's Confidential Information.
- 10.3. Confidential Information also does not include any information that LSC, or Introducing Broker (if applicable) is obligated to disclose in the ordinary course to any governmental agency, self-regulatory organization, or regulatory authority.

## **11. No Promotion**

Without the prior written consent of LSC, Customer shall not use LSC's name or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation of LSC or its affiliates in the provision of brokerage services to its customers, in its systems, or any advertising, publicity, or otherwise.

## **12. Governing Law and Forum / Injunctive Relief**

- 12.1. Any dispute between Customer and LSC, including but not limited to any dispute concerning these Terms and Conditions or any use of ROX (hereinafter "Dispute") shall be governed by the laws of the State of New York and subject to the exclusive jurisdiction of the courts and arbitration forums located in New York County, New York. Any Dispute shall be arbitrated before a panel of FINRA in New York City, pursuant to the rules of that forum then in effect. If any proceeding arising from, relating to, or concerning a Dispute is brought in any forum other than the courts or arbitration forums located in New York County, New York, the parties agree that that proceeding shall, upon request of either party, be transferred immediately to FINRA in New York City for resolution.
- 12.2. In the event of conflict between these Terms and Conditions and the Applicable Rules, except for paragraph 12.1, the Applicable Rules shall take precedence (as to the specific point of conflict only) and both Parties may take any action as may be reasonably necessary to comply with Applicable Rules without liability under these Terms and Conditions, whether or not such action would otherwise constitute default hereunder.
- 12.3. Customer agrees that actual or threatened breaches of the sections titled Limited License, Settlement Obligations, Representations and Warranties, Indemnification, Confidentiality, and No Promotion will cause LSC irreparable injury and damage. Therefore, injunctive relief may be sought in addition to any other rights and remedies

that may be available at law or in equity. Customer agrees that LSC may seek injunctive relief in the courts and arbitration forums in New York County, New York.

### **13. Waiver**

No waiver of any of the provisions of these Terms and Conditions shall be binding unless agreed to in writing by LSC. Any such waiver of any one of the provisions shall not be deemed to constitute a waiver of any other provision, nor any subsequent or future waiver of the same provision.

### **14. Assignment**

LSC may assign any rights or obligations under these Terms and Conditions without written consent of Customer to any entity (i) controlling, controlled by, or under common control with LSC, or (ii) which succeeds to all or substantially all of LSC's assets and business.

### **15. Severability**

If any provision of these Terms and Conditions (or any portion thereof) is invalid, illegal or unenforceable, the validity, legality, or enforceability of the remainder of these Terms and Conditions will not be affected or impaired.

### **16. Changes and Modifications to Agreement**

LSC reserves the right at any time to modify or change these Terms and Conditions and to include new, additional, or updated terms and conditions on Customer's use of ROX. Such modifications, changes, and/or new, additional, or updated terms and conditions will be effective immediately and incorporated into these Terms and Conditions. Customer is responsible for reviewing the Terms and Conditions available on LSC's website to ensure familiarity with the Terms and Conditions then in effect. LSC is not responsible for notifying Customer of any updates to these Terms and Condition, and Customer's continued computer trading and/or use of ROX will be deemed acceptance of the then applicable Terms and Conditions.

### **17. Notices**

- 17.1. Customer consents to the delivery of confirmations and any other required or optional communication by electronic mail, LSC's website, or other electronic means, subject to compliance with any applicable laws, rules, or regulations.
- 17.2. Notices concerning any Dispute shall be in writing sent by hand delivery, registered mail, certified mail, or by facsimile with a copy by regular mail, as follows:

To LSC:

LEK SECURITIES CORPORATION  
Attn: Legal Notices  
1 Liberty Plaza, 52<sup>nd</sup> Floor  
New York, New York 10006  
Fax: (212) 509-3540

With a copy to:

Wrobel & Schatz LLP  
Attn: LSC Legal Notices  
1040 Avenue of the Americas, Suite 1101  
New York, NY 10018  
Fax: (212) 421-8170

To Customer:



All notices to Customer shall be to the address provided by Customer upon account opening, or such later notification address as Customer may provide in writing pursuant to this section.

**18. Disclaimer of Partnership and Agency**

Nothing in these Terms and Conditions shall be construed to create a joint venture, agency or partnership between the Parties.

**19. Survival**

The provisions concerning assumption of risk, indemnification, confidentiality, no promotion, severability, notice, and governing law and forum, and injunctive relief shall survive any termination of these Terms and Conditions.

**20. Contra Proferentem does not apply**

These Terms and Conditions shall be construed without regard to any presumptions against the drafter.