

# Third Party Agent Information Form and Agreements

To be Completed by Third Party Agent

For Use with all Introduced Accounts

## Contents

### *Sections to be Completed and Returned*

A. Third Party Agent Information (**Signature Required**)

*Please Keep for your Records*

B. Agent Undertakings

C. Agent Electronic Services Supplement

Hudson Securities, Inc.  
111 Town Square Place  
Jersey City, NJ 07310  
201-216-0100

# Third Party Agent Information

Required

## ACCOUNT NAME AND NUMBER

Account Name	Account Number (for internal use only)
--------------	--

## AGENT INFORMATION

Name of Agent		Tax ID (or, for any non-US Agent, any government issued ID number and Country of Issuance)	
Legal Address (no P.O. Boxes please)		Date of Birth (if applicable)	Relationship to Client
City, State, Country and Postal Code		E-Mail Address (please specify if case sensitive)	
Daytime Phone	Evening Phone	Agent is Organized under the Laws of (State/Country)	Agent's Principal Place of Business (State/Country)
Check one of the following: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Government Entity <input type="checkbox"/> Other (Please specify): _____			
Is Agent a United States registered broker-dealer? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>			
Is Agent a United States registered investment advisor? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>			
If Client is a corporate retirement plan or its assets are "plan assets:" <ul style="list-style-type: none"> <li><input type="checkbox"/> Is Agent a Qualified Professional Asset Manager" as defined in Department of Labor Prohibited Transaction Class Exemption 84-14, as amended? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></li> </ul>			

### How many years of experience do you have investing in stocks?

Less than 1 yr.  1-5 yrs.  6-10 yrs.  10+ yrs.

### How many years of experience do you have investing in bonds?

Less than 1 yr.  1-5 yrs.  6-10 yrs.  10+ yrs.

### How many years of experience do you have investing in the following options strategies?

Options Strategy	Years of Experience			
	Less than 1 yr.	1-5 yrs.	6-10 yrs.	10+ yrs.
Covered Writing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Buying Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Spreading Strategies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Uncovered Writing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Please indicate which options strategies you plan to use:

Covered Call Writing

Purchasing Calls and Puts

Spreading Calls and Puts (**Not applicable for IRA or custodian accounts**)

Uncovered Call and Put Writing (**Not applicable for IRA or custodian accounts**)

### Please indicate which option products you desire to trade:

Equity

Index

Other: \_\_\_\_\_

## SIGNATURE:

I accept my appointment as Agent and agree to be bound by the Agent Undertakings, Agent Electronic Services Supplement, the attached Introduced Account Agreement and all applicable Supplements as well as the enclosed Supplemental Documents (which it hereby acknowledges receiving), which are incorporated by reference herein. Agent represents that all information provided herein or otherwise is accurate and complete and agrees to notify Broker immediately of any changes to this information. A predispute arbitration clause is contained on page A-8 in Section 30 of the Introduced Account Agreement and Agent hereby acknowledges receipt thereof.

Signature of Agent <b>X</b>	Date
Print Name	Print Title (if applicable)

These Agent Undertakings ("**Undertakings**") contain the terms under which the agent identified in the Third Party Agent Information Form ("**Agent**") accepts its appointment to do certain things in connection with the account identified in the Third Party Agent Information Form ("**Account**") that the account holder ("**Client**") has established with Hudson Securities, Inc. ("**Broker**") pursuant to the Introduced Account Agreement ("**Account Agreement**") entered into by Client with Broker. The defined terms in these Undertakings have the same meaning as in the Account Agreement unless they are defined differently in these Undertakings. Broker has entered into a fully disclosed clearing agreement with Goldman Sachs Execution & Clearing, L.P. ("**Clearing Firm**") to perform execution, transaction processing, clearing and custodial and financing functions with respect to Client's Account. Accordingly, these Undertakings bestow certain rights upon Clearing Firm as a third-party beneficiary.

**1. Acceptance by Agent; Agent's Undertakings.** Agent accepts its appointment by Client under the Agent Supplement. Agent will exercise the powers granted in the Agent Supplement for the benefit of Client and with the care, skill, prudence and diligence under the circumstances that a prudent person acting in a like capacity would use. Agent agrees not to give or transmit any instruction concerning Client's Account that Agent knows or reasonably believes does not comply with the Agent Supplement or Agent's obligations, or if Agent knows or has reason to know that the Agent Supplement has been revoked, terminated or suspended, in whole or in part, or is no longer valid for any reason. Agent represents and warrants that Agent possesses the sophistication, expertise and knowledge (including knowledge of Client's financial position and investment objectives) necessary to fulfill Agent's obligations hereunder and under the Agent Supplement, and Agent acknowledges that Broker is acting in the capacity of broker in connection with any transaction executed for Client's Account and not as a financial adviser or a fiduciary. Agent agrees to and hereby does indemnify and hold Indemnified Parties harmless from any Losses that Agent might sustain or that might be incurred by or imposed on Indemnified Parties by reason of Agent's acts or omissions in relation to Client's Account or any breach of these Undertakings. Agent's indemnification obligations hereunder will survive the revocation or termination of the Agent Supplement or of these Undertakings. Agent represents and warrants that Agent is registered as an investment adviser and/or commodity trading advisor under federal or state law or is not required to be so registered and that, unless Agent notifies Broker to the contrary in writing, Agent does not have a beneficial interest in Client's Account. Agent agrees that Client will be a third-party beneficiary of these Undertakings. In performing Agent's obligations under the Agent Supplement, Agent will not be an employee, agent or representative of Broker or Clearing Firm and nothing hereunder creates a joint venture, partnership, franchise or agency relationship between Agent and Broker or Clearing Firm.

**2. Binding Agreements.** Agent acknowledges that it has received the enclosed Account Agreement and any other applicable Supplements as well as any disclosures and/or offering documents made available to Agent by Broker. Agent acknowledges that it may obtain any other applicable documents from Client and that any requested documents will be provided promptly by Broker to Agent. Agent represents that it has read and understands the terms set forth in all of these materials, and Agent agrees that they are incorporated by reference as part of these Undertakings to Broker and that Agent is bound by them.

**3. Use of Electronic Services.** Agent agrees that if it uses the Electronic Services made available by Broker or Clearing Firm, Agent will also read the Agent Electronic Services Supplement relating to Electronic Services and the disclosures and disclaimers made available via the Electronic Services, and Agent agrees to be bound by the Agent Electronic Services Supplement and the disclosures and disclaimers. Agent's continued use of the Electronic Services will be deemed an acceptance of the Agent Electronic Services Supplement and the disclosures and disclaimers, as amended from time to time.

**4. Certification of Information.** Agent represents and warrants to Broker that all information provided by it now and in the future is accurate and complete, and Agent agrees to notify Broker immediately of any changes to this information. Agent further agrees to supply any information reasonably requested at any time by Broker.

**5. Background Check.** Agent authorizes Broker and Clearing Firm and any agent or service provider, which may include their respective affiliates, to use, verify and confirm any of the information that Agent provides, including obtaining reports concerning Agent's (and its principals) background, credit standing and business conduct and to share all such information with their successors, assigns, agents and service providers. Upon Agent's written request, Broker and Clearing Firm will inform Agent whether Broker and/or Clearing Firm have obtained credit reports, and, if so, Broker and/or Clearing Firm will provide Agent with the name and address of the reporting agency that furnished the reports. Agent agrees that, without notifying Agent, Broker and/or Clearing Firm may request a new credit

report in connection with any review, extension, or renewal of the Account. Agent further agrees that Broker and/or Clearing Firm may submit information reflecting on Agent's credit record to a credit reporting agency. Agent authorizes Broker and Clearing Firm to share with their respective affiliates credit bureau information, information contained in the Third Party Agent Information Form to trade Client's Account, information obtained from third parties and similar information, or to use such information consistent with Broker's and Clearing Firm's respective privacy policies.

**6. Power and Authority.** If Agent is a natural person, Agent represents that Agent is at least 21 years of age and Agent is competent to enter into and to perform Agent's obligations under these Undertakings and the Agent Supplement. If Agent is a legal entity, including a corporation, partnership, estate or trust, Agent represents that it has all necessary power and authority to execute and perform these Undertakings and the Agent Supplement and that the execution and performance of these Undertakings and the Agent Supplement will not cause Agent to violate any provisions in Agent's charter, by-laws, partnership agreement, trust agreement or other constituting agreement or instrument. Agent further represents that these Undertakings and the Agent Supplement, as amended from time to time, are Agent's legal, valid and binding obligation, enforceable against Agent in accordance with their respective terms.

**7. Governing Law.** These Undertakings, and each transaction entered into hereunder and all matters arising in connection with these Undertakings and the Agent Supplement and transactions hereunder will be governed by and construed in accordance with the laws of the State of New York, without reference to its choice of law doctrine.

**8. Recording of Telephone Conversations, Monitoring of Account.** Agent recognizes that both parties are afforded protection by the recording of telephone conversations, and Agent acknowledges, authorizes and consents to the recording of conversations by means of electronic telephone recording equipment, whether such conversations occur between officers, directors, partners, employees or other agents of Broker or Clearing Firm or their respective affiliates and Agent. Agent understands that Broker and Clearing Firm may, in their sole discretion, tape record conversations without further notice or disclosure, without the use of an automatic tone warning device, and without assuming responsibility to make or retain such tape recordings. It is further agreed that such recordings may be used as evidence by Broker and Clearing Firm in any disputes between Broker and/or Clearing Firm and Agent, subject to proper authentication.

Agent acknowledges and agrees that Broker and Clearing Firm may monitor and record Agent's use of the Electronic Services and any communications between Broker and Clearing Firm and Agent that occur over the Internet or any other network, including telephone, cable and wireless networks, and that Broker and Clearing Firm may use the resulting information for internal purposes or as may be required by applicable law. Any such monitoring and recording will be carried out consistent with Broker's and Clearing Firm's respective privacy policies.

**9. Certain Provisions Related to ERISA.** If part or all of the assets of Client constitute the assets of one or more employee benefit plans subject to Title I of ERISA or plans subject to Section 4975 of the Code, including by reason of Section 3(42) of ERISA, Agent represents and warrants on each day during the life of the New Account Agreement and any transactions entered into hereunder, both in its individual and fiduciary capacities, that: (i) no transaction engaged in by Client will constitute a non-exempt "prohibited transaction" within the meaning of Section 406 of ERISA or Section 4975 of the Code by reason of PTCE 84-14, Section 408(b)(17) of ERISA and Section 4975 of the Code, or another available exemption; (ii) Client shall enter into any transaction hereunder solely on the basis of determining that, in connection with the transaction, Client (and each plan which constitutes the assets of Client) will receive no less and pay no more than "adequate consideration" (within the meaning of Section 408(b)(17)(B) of ERISA and Section 4975(f)(10) of the Code); (iii) Agent will be eligible to act as a "qualified professional asset manager" within the meaning of PTCE 84-14 with respect to Client and each plan the assets of which constitute the assets of Client; (iv) Agent will at all times meet the requirements of Section 412 of ERISA; (v) Agent qualifies as an investment adviser described in Department of Labor Regulation Section 2550.404b-1(a)(2)(i)(C) and, if and to the extent the indicia of ownership of any of the assets of Client are held outside of the jurisdiction of the district courts of the United States, Client will meet the requirements of Section 404(b) of ERISA by reason of Department of Labor Regulation Section 2550.404b-1(a)(2)(i); (vi) each transaction Agent directs Broker or Clearing Firm to take on behalf of Client will be permitted under the terms of the documents governing Client and each plan the assets of which constitute the assets of Client; (vii) Agent is familiar with the requirements of ERISA as they relate to Client, each plan the assets of which constitute the assets of Client and to itself, and with the requirements of any applicable state or other laws (including any requirements for "qualification" under the Code or other applicable tax law), and will direct Broker or Clearing

**Introduced Accounts**

Firm with respect to a transaction only if and to the extent it determines that such transaction complies with such requirements; (viii) neither Broker, nor Clearing Firm or its Affiliates has provided or will provide any advice that constitutes or shall constitute a primary basis for any investment decision on behalf of Client; and (ix) with respect to any distribution directed with respect to Client relating to any payment, disbursement or other transaction not effected under any transaction hereunder (including, without limitation, any distribution to any participant or beneficiary of any plan or payment for services rendered with respect to any such plan), such directed distribution will be effected in accordance with all applicable terms governing such plan and all applicable laws (including ERISA and the Code), and neither Broker nor Clearing Firm or any of its Affiliates will have any other responsibility or liability with respect to such distribution or transaction, including, without limitation, with respect to any tax withholding or reporting as may otherwise be required by law. Agent agrees that any assets pledged as collateral by Client in connection with any transaction entered into under this Authorization will not constitute "plan assets" under ERISA or Section 4975 of the Code.

**10. Arbitration. A predispute arbitration clause is contained on page A-8 in Section 30 of the Account Agreement.**

## C. Agent Electronic Services Supplement

This Agent Electronic Services Supplement (the "**Agent Electronic Supplement**") is part of the Agent Undertakings. Unless otherwise defined in this Agent Electronic Supplement, defined terms have the same meaning as set forth in the Account Agreement. In the event any provision in this Agent Electronic Supplement conflicts or is inconsistent with any provision of the Agent Undertakings or the Account Agreement, the provisions of this Agent Electronic Supplement shall control for matters or services related to this Agent Electronic Supplement. This Agent Electronic Supplement sets forth certain additional terms and conditions under which Broker and Clearing Firm (a) will allow access to Clearing Firm's or Broker's website(s) to allow Agent to view information about Client's Account with Broker and introduced to Clearing Firm and, if applicable, (b) will deliver prospectuses, disclosure documents, monthly account statements, confirmations and other communications electronically, via e-mail, file protocol transfer, an online posting on Clearing Firm's or Broker's website, CD-Rom or any other similar method to Agent when such delivery is available (the "**Electronic Services**").

### **ACCESS TO AND USE OF THE ELECTRONIC SERVICES**

**1. Access to the Electronic Services.** Agent acknowledges and agrees that the Electronic Services may only be used by a User to whom Broker or Clearing Firm have issued a User ID and authorized a Password, as these terms are defined below. Broker and Clearing Firm reserve the right to terminate, suspend or change any User ID or Password and to limit or restrict, in their sole discretion, the Electronic Services offered to Agent or User. Unless authorized by Broker or Clearing Firm, the Electronic Services may only be used by Users who reside within the United States. A "**User**" is Agent and any officer, partner, employee, or agent of Agent whom Client or Agent has authorized, in a manner designated by Broker or Clearing Firm, to access Client's Account through the Electronic Services. "**User ID**" means an alpha-numeric code that uniquely identifies a User for purposes of the Electronic Services, and "**Password**" means any authentication device (including alpha-numeric codes) associated with a User ID that Broker or Clearing Firm may now or in the future require for access to Client's Account through the Electronic Services.

**2. Agent's Responsibilities.** Agent is fully responsible for all acts and omissions relating to the use of the Electronic Services for Client's Account and the use of information regarding Client's Account, by any person who uses the User ID and Password of any of Agent's Users. Agent may not, and shall ensure that its Users do not, share its User IDs or Passwords with others, and must notify Broker and Clearing Firm immediately if it knows or suspects that the confidentiality of the Password of any of its Users has been compromised. Only persons to whom Broker or Clearing Firm have issued a User ID may use the Electronic Services under that User ID. Agent further agrees to notify Broker and Clearing Firm of the names of any Users whom it wishes to have view-only access, if such access is available, or any other type of authority relating to Client's Account or User ID. **If Broker or Clearing Firm grants such access or authority, Agent agrees to be bound by any agreements or transactions that these persons enter into with Broker on Client's behalf. Agent further agrees to abide by all other rules and procedures regarding the use of the Electronic Services that Broker or Clearing Firm may establish from time to time.**

**3. Information Made Available Through The Electronic Services.** Agent is permitted to store, display, analyze, modify, reform and print the information made available to

Agent via the Electronic Services only for its own use. Agent agrees not to publish, transmit or otherwise reproduce this information, in whole or in part, in any format to any third party without the express written consent of Broker and Clearing Firm or their third party providers. Agent further agrees not to alter, obscure or remove any copyright, trademark or any other notices that are provided to Agent in connection with the information. Broker and Clearing Firm reserve the right, at any time and from time to time, in the interests of their own editorial discretion and business judgment to add, modify or remove any of the information and to terminate or restrict Agent's access to the information. The terms of this Agent Electronic Supplement are not intended and will not transfer or grant any rights in or to the information other than those which are specifically described in this Agent Electronic Supplement, and all rights not expressly granted in this Agent Electronic Supplement are reserved by Broker and Clearing Firm or the third party providers from whom Broker or Clearing Firm has obtained the information.

**4. Representation and Warranties.** Agent represents and warrants that: (a) Agent will not use the Electronic Services in contravention of the terms of this Agent Electronic Supplement, the Account Agreement, the Agent Undertakings, and any applicable rules and regulations, (b) Agent will use the Electronic Services only for the benefit of Client's Account and not on behalf of any other party, (c) with the exception of Web browser software and other applications specifically approved by Broker or Clearing Firm in writing, Agent agrees not to use (or allow another person to use) any software, program, application or other device, directly or indirectly, to access or obtain information through the Electronic Services or to automate the process of accessing or obtaining such information, and (d) any information that Agent provides to Broker and Clearing Firm will be accurate and complete. **Neither Broker, Clearing Firm and its Affiliates nor any third party provider make any warranty whatsoever, express or implied, to Agent or to any other persons as to the Electronic Services. Agent expressly acknowledges and agrees that the Electronic Services are provided by Broker, Clearing Firm and its Affiliates and their third party providers on an "as is" basis at Agent's sole risk and that Broker, Clearing Firm and its Affiliates and their third party providers expressly disclaim any implied warranties of merchantability or fitness for a particular purpose, including any warranty regarding the use or the results of the use of the services with respect to their correctness, completeness, quality, reliability and performance. Neither Broker, Clearing Firm and its Affiliates nor any third party contributing in any manner to the Electronic Services will have any responsibility to maintain the Electronic Services or to provide any corrections, updates or releases in connection with them.**

### **5. Limitation of Liability; Indemnity.**

a. Except as otherwise provided by law, Indemnified Parties shall not be liable for any Losses by or with respect to any matters pertaining to this Agent Electronic Supplement, except to the extent that such Losses are actual Losses and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from Broker's or Clearing Firm and its Affiliates' gross negligence or willful misconduct.

b. Agent agrees that Indemnified Parties will have no liability, contingent or otherwise, to Agent or any of Agent's Users: (i) for the correctness, completeness,

## C. Agent Electronic Services Supplement

quality, reliability, performance or continued availability of the Electronic Services, (ii) for any special, indirect, incidental or consequential damages that may be incurred or experienced on account of Agent's use or attempted use of the Electronic Services even if Broker or Clearing Firm have been advised of the possibility of such damages, (iii) for any failure to inform Agent of difficulties (including systems delays) experienced by Broker, Clearing Firm and its Affiliates or third party providers with respect to the use of the Electronic Services, (iv) to verify, correct, complete or update any information made available via the Electronic Services, or (v) for the failure of any connection to the Electronic Services to provide or maintain Agent's access to the Electronic Services, or for any interruption or disruption of such access or any erroneous communications between Broker or Clearing Firm and Agent, regardless of whether the connection or communication service is provided by Broker, Clearing Firm, its Affiliates or a third party.

c. Agent agrees to indemnify and hold harmless, Indemnified Parties from and against any and all Losses as incurred, arising from Agent's or any of Agent's Users' actions: (i) alleging a false or misleading statement in any of the representations and warranties provided by Agent in this Agent Electronic Supplement or (ii) arising out of a violation of this Agent Electronic Supplement. As used in this Section 5, the term Indemnified Parties includes all of the third party providers who provide Broker or Clearing Firm with or otherwise assist them with any portion of the Electronic Services. Such third party providers will have no liability to Agent for monetary damages on account of the Electronic Services provided to Agent under this Agent Electronic Supplement.

d. Furthermore, Agent agrees that the liability of Indemnified Parties arising from a failure of the Electronic Services will not exceed \$10,000.

### **6. Consent to Delivery of Confirmations, Account Statements and Other Information via Electronic Media.**

Agent hereby consents to receiving all Account Communications from Broker or Clearing Firm electronically. For this purpose, **Account Communications** means all current and future prospectuses and other disclosure documents, proxy solicitations, Account statements, trade confirmations, margin and maintenance calls, privacy notices, disclosures, regulatory communications and other information, notices and documents (including amendments to the Account Agreement and this Supplement) delivered or provided to Agent by Broker or Clearing Firm, the issuers of the securities in which Agent invests on Client's behalf and other parties in connection with Client's Account. Account Communications may be provided via an online posting on Broker's or Clearing Firm's website, e-mail, file transfer protocol, hyperlink, CD-ROM or otherwise through the Electronic Services. Furthermore, Agent authorizes Broker or Clearing Firm to deliver Account Communications to Agent by sending Agent a notice, including an email containing a hyperlink or other instructions, that directs Agent to a website that contains the information and from which it can be read and printed. Agent's consent extends to all Account Communications; however, they may not all be available for electronic delivery at this time. Agent will be notified in advance by e-mail when new categories of Account Communications are available for electronic delivery, at which time Agent may stop receiving paper versions of those Account Communications. Agent agrees that the sending of the notice by Broker or by Broker through

Clearing Firm will constitute good and effective delivery of the Account Communications to Agent, regardless of whether Agent actually accesses the website containing the Account Communications. Agent acknowledges that Agent may incur expenses (such as online service provider charges) associated with Agent's use of the Electronic Services and the electronic delivery of Account Communications to it and agrees that Agent will be solely responsible for all such expenses. In addition, Agent acknowledges and agrees that:

a. Agent's consent is effective immediately and will remain in effect unless and until either Client or Broker revokes it. Agent may revoke this consent to electronic delivery at any time by giving Broker written notice of such revocation. Broker or Clearing Firm may, but are not required to, send Agent paper copies of any Account Communications that either is entitled to deliver to Client electronically. Furthermore, at Agent's request, Broker or Clearing Firm will send paper copies of any Account Communications that the law requires Broker or Clearing Firm to provide. Agent may request paper copies of Account Communications by contacting Broker. Agent agrees, however, that if Agent revokes or suspends its consent or request paper copies of Account Communications, Broker or Clearing Firm may charge a reasonable service charge for the delivery of paper copies of any Account Communications that would otherwise be delivered to Agent electronically, restrict or terminate Agent's access to the Electronic Services, or eliminate product features of Client's Account. Agent agrees, however, that neither Agent's revocation of consent request for paper copies, nor Clearing Firm's or Broker's delivery of a paper copy will imply that the previous electronic delivery of the Account Communications did not constitute good and effective delivery.

b. Agent will notify Broker immediately in writing of any change in Agent's e-mail address, IP address, facsimile number or any other electronic delivery address agreed between Agent and Broker. Agent may provide notice of a change in its electronic delivery address by giving written notice to Broker. Until Broker and Clearing Firm have received and had a reasonable time to act on any notice of a change, Broker and Clearing Firm may continue to send Account Communications to Agent's previous e-mail address, IP address, facsimile number or other electronic address, and any such Account Communications will be deemed to have been delivered to Agent, whether or not Agent has actually received it.

c. If an e-mail notification sent to Agent at Agent's electronic address of record is returned to Broker or Clearing Firm as undeliverable and Broker is unable to obtain a valid e-mail address, Account Communications will be delivered by regular mail until Agent verifies its e-mail address. If Agent is deemed to have revoked its consent to electronic delivery, Broker may charge Agent or Client a reasonable service charge for the delivery of paper copies of any Account Communications that would otherwise be delivered to Agent electronically, restrict or terminate Agent's access to the Electronic Services, or eliminate product features of Client's Account.

d. In addition, Agent understands that Agent may be deemed to have received certain Account Communications that do not contain personal financial information when they are posted to a publicly available website. Broker and Clearing Firm reserve the right,

however, to post Account Communications on their respective websites without providing notice to Agent, to send Account Communications to Agent by e-mail at Agent's electronic address of record, by CD-ROM, or otherwise through the Electronic Services. Agent agrees to check Broker's website and Clearing Firm's website regularly, as applicable, as Agent may have no other way to know Account Communications have been delivered. Notwithstanding Agent's consent to electronic delivery, Agent will continue to receive paper copies of Account Communications that are not available electronically. Agent agrees that all Account Communications provided to Agent in any of the ways described in this Electronic Supplement will constitute good and effective delivery of the Account Communications when sent or posted by Broker or Clearing Firm, regardless of whether Agent actually or timely receives or accesses the Account Communications.

e. The Account Communications and other information delivered electronically may be formatted in Adobe Acrobat's portable document format ("**PDF**"), hypertext mark-up language ("**HTML**") or other file formats Broker or Clearing Firm deems appropriate. In order to view or print documents provided in PDF, Agent will have to obtain the Adobe Acrobat Reader, which is available free of charge at Adobe's website (located at [www.adobe.com](http://www.adobe.com)) and install it on Agent's

computer. If Broker or Clearing Firm changes to a format other than HTML or PDF, Broker or Clearing Firm will provide Agent with reasonable advance notice, a statement of any new hardware and software requirements for accessing and retaining the information, and access to appropriate software and technical assistance if necessary. Agent is responsible for having any necessary hardware, software or other technology to access the Electronic Services and any information sent electronically, including a printer or other device to download and save any information that Agent may wish to retain.

7. **Amendment.** Agent agrees that Broker may change the terms of this Agent Electronic Supplement by giving Agent notice of the new terms.

8. **Internet Communications.** Broker and Clearing Firm will take measures that they believe appropriate to protect the confidentiality of information that it transmits to Agent over the Internet. Agent acknowledges, however, that the Internet is not a secure network and that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties. Agent further acknowledges that Broker and Clearing Firm may be unable to assist with problems that result from difficulties that Agent may encounter while logging on to or accessing the Electronic Services.