

ACCOUNT AGREEMENT

General Provisions

In consideration of Wilson-Davis & Co., Inc. ("WDCO"), accepting and carrying an Account (as defined below) in your name for the purchase and sale of securities and other property and providing the other services and privileges provided by the Account, you hereby agree with WDCO to the terms and conditions set forth in this Account Agreement. Unless the context clearly requires otherwise, the term "WDCO" includes its agents, employees, and representatives.

1. Definitions.

- (a) "Account" means a cash account established and operated in accordance with Regulation T of the Federal Reserve Board, the primary purpose of which is to purchase and sell securities, together with any types of account permitted by Regulation T for special purpose in which you have a securities position or money balances, with WDCO.
- (b) "Agreement" means this Account Agreement.
- (c) "Application" means the form you sign to evidence your understanding of this Agreement.
- (d) "Fiduciary" means an administrator, conservator, custodian, executor, general partner, officer, personal representative, or other similar person who has the relationship of trust and confidence with, and a duty to act primarily for the benefit of, the equitable owner of the assets of the Account.
- (e) "Fiduciary Account" means the Account of a natural person in which a Fiduciary holds title of the assets for the benefit of another or the Account of a nonnatural person in which the Fiduciary is authorized and empowered to make decisions and to give instructions respecting the assets of that Account.
- (f) "Free Credit Balance" means the credit balance in your Account reduced by: (i) the proceeds of the sale of any securities that have not been received by WDCO in negotiable form; and (ii) the amount of any credit balance in your Account required by margin rules and regulation or WDCO policies to maintain short-sale positions, uncovered short option positions, and forward transactions.
- (g) "You" means the owner or owners of the Account, or all persons or entities having an interest in such Account, and all authorized agents acting and purporting to act for the benefit of the Account, the owner of the Account, or for any other person or entity having an interest in the Account. Any reference to "you" includes all persons signing the Agreement, such as custodians of custodial Accounts and the beneficiaries of those Accounts.

2. Cash Account.

- (a) Your Account does not provide for the extension of credit, and you must pay in full for any security that you purchase. Regulation T of the Federal Reserve Board and certain exchange rules require settlement of the purchase or sale of securities on the settlement date, which is usually two business days following the transaction. If you wish to purchase and hold securities on margin, trade in options, execute transactions in other than a cash account, or conduct other business not suitable for a cash account, you will be required to execute a new and different customer agreement.
- (b) When you buy a security in your cash Account, prompt payment in cash or by personal check, electronic transfer, or cashier's check payable in U.S. funds must be received in your Account. Your Account Representative can tell you the amount due shortly after any purchase. WDCO will prepare and send or make available electronically a confirmation to you as soon as possible after execution of your order. You should not wait for the arrival of the confirmation before paying, since funds must be received by the settlement date. Federal Regulation T requires WDCO to liquidate securities for which prompt payment is not received. In that event, you will be responsible for any resulting loss, will not be entitled to any gain, and your Account will be restricted for 90 days.
- (c) When you sell your stock, it is essential that you deposit the certificate, or otherwise deposit your securities, promptly in your Account. Ordinarily, the security must be in your Account in deliverable form before it is sold. The proceeds of sale cannot be paid to you until WDCO's receipt of your securities in good, deliverable form by the settlement date. If WDCO does not receive the securities that you sold within a reasonable time after settlement date as specified in applicable rules, it is required to purchase the securities in the open market. You will be responsible for any resulting loss, will not receive any gain, and your Account will be restricted for 90 days.
- (d) In general, it is WDCO's policy that funds cannot be withdrawn against a deposited domestic check before 10 business days after the deposit. WDCO will credit funds against a deposited check drawn on accounts outside the United States only by special arrangement.

3. Custodial Accounts. You agree to lawfully and properly open, transfer property to, receive cash and securities from, and operate all Accounts opened under the Uniform Gift to Minors Act (UGMA), the Uniform Transfers to Minors Act (UTMA), or similar state statutes. WDCO will, in good faith, rely upon the instructions given, representations made, and actions taken by a transferor or custodian. Further, the custodian represents and warrants that the assets in the Account belong to the minor and that all such assets, whether or not transferred out of the UGMA or UTMA Account, will be used only for the benefit of the minor as required by law.

4. Terms of Securities. Certain securities such as warrants, stock purchase rights, convertible securities, bonds, and securities subject to a tender or exchange offer may grant the holder valuable rights that may expire unless you take action. You are responsible for knowing the rights and terms of all securities in your Account. WDCO is not obligated to notify you of any upcoming expiration or redemption dates or to take any other action on your behalf, except as you may specifically instruct or as required by law and applicable rules of regulatory authorities. Similarly, you are responsible for knowing about reorganizations related to securities that you hold, including stock splits and reverse stock splits, without any obligation of WDCO to notify you. If, due to an issuer's reorganization, you sell more shares of a security than you own or if you become otherwise exposed to risk requiring WDCO to take market action in your Account, only you, and not WDCO, will be responsible for any losses you incur.

5. Restricted Securities. You agree to advise WDCO as to the status of any securities that fall under Rules 144, 145, 148, and 701 or Regulation S of the Securities Act of 1933, as amended, that are otherwise subject to restriction, or that were not purchased on a recognized, open public market and to complete, execute, and deliver the appropriate paperwork, documents, and related information to ensure clear legal transfer and good delivery of such securities.
6. Governing Law, Rules, and Regulations.
 - (a) All transactions in your Account are subject to applicable laws and to the constitution, rules, regulations, customs, and usage of the exchange or market and its clearing house, if any, where the transactions are executed and cleared by WDCO, as well as mandates of the NYSE, The Financial Industry Regulatory Authority, Inc. (FINRA), the U.S. Securities and Exchange Commission (SEC), and the Federal Reserve Board. You also understand that WDCO may establish general rules and regulations governing the operation of your Account. You agree that the operation of your Account will also be governed by WDCO's general rules and regulations as now in effect or as amended from time to time, as may be available on its website. This Agreement and the transactions contemplated hereby will: (i) be construed and governed continuously by the laws of Utah; (ii) cover individually and collectively all Accounts that you may open or reopen with WDCO; (iii) inure to the benefit of WDCO's present organization and any successor organization irrespective of WDCO's present organization or any successor organization; and (iv) be binding upon you and your estate, executors, administrators, and assigns. The invalidity, illegality, or unenforceability of any particular provision of the Agreement will not affect the other provisions hereof, and this Agreement will be construed in all respects as if such invalid, illegal, or unenforceable provisions were omitted.
 - (b) It is important that you understand that your property may be transferred to the applicable state if no activity occurs in your Account within the time specified by state escheat, abandoned property, or similar law.
7. Representations and Capacity to Contract. You represent that you have attained the age of majority under the laws of the state in which you reside, and if you are an employee of an exchange or any corporation that any exchange controls; a member firm on a registered exchange; a bank, trust company, or insurance company; or any corporation, firm, or individual engaged in the business of dealing in securities, either as broker or principal, that you will abide by the rules of such exchange and of the regulatory agencies for such business and by WDCO's policies. You understand that WDCO is prohibited under FINRA Rule 2790 from selling securities in certain public offerings to persons restricted by such rule. To your knowledge, you are not presently so restricted, and if you become so restricted, you will notify WDCO promptly. You represent that the financial information and investment objectives provided to WDCO are accurate in all material respects and that you will promptly inform WDCO of any material changes in your financial or other circumstances, including investment objectives. No one other than you has or will have an interest in your Account, except as you will advise WDCO in writing, which is subject to acceptance by WDCO.
8. Procedures for Opening a New Account. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions, including broker-dealers, to obtain, verify, and record information that identifies each person who opens an Account. Before opening an Account, you must furnish WDCO with certain information, including your name, address, Social Security number or tax identification number, government-issued photo identification, citizenship, occupation, bank or other brokerage reference, as well as your financial information, including net worth, income, investment experience, and investment objective.
9. Asset Requirement. WDCO may, from time to time, establish or modify minimum requirements for assets on deposit for opening, maintaining, or executing transactions in your Account.
10. Previous Agreement. If you already have an Account at WDCO, you agree that it will now be governed by, and subject to, the provisions of this Agreement, which supersede any and all inconsistent provisions in any agreements and documents that you may have previously signed in connection with the opening of your Account. Any provision governing your existing Accounts at WDCO not specifically covered by this Agreement will remain in full force and effect. You agree that any Account you already have or in which you have a beneficial interest will be subject to the arbitration section of this Agreement.
11. Backup Withholding. Federal law requires, for U.S. persons, that WDCO withhold a specified percentage of reportable interest, dividends, and proceeds from the sale of securities, unless you furnish a correct taxpayer identification number. To avoid this "backup withholding," you must properly complete a tax withholding certification certifying that the taxpayer number you are furnishing is correct and that you are not subject to backup withholding. For most individuals, your taxpayer identification number and Social Security number are the same. Foreign persons claiming foreign status must complete the applicable IRS withholding form (for joint foreign Accounts, each owner submits a withholding form). Due to the enactment of the Foreign Account Tax Compliance Act (FATCA), if WDCO cannot reliably associate a payment with valid documentation from the foreign person(s), it must presume the Account is domestic, backup withhold, and produce a 1099 tax statement for the period the foreign Account is not properly documented. These forms are available on WDCO's website at www.wdco.com.
12. New Issues.
 - (a) In connection with certain public offerings of securities, after a registration statement or notification has been filed, you may be permitted to enter a conditional offer to purchase securities "when and if issued." You understand that a conditional offer is an offer to purchase public offering securities that cannot be accepted until such time as the public offering securities have been effectively registered (the "Effective Time"), but may be accepted, in whole or in part, immediately upon the Effective Time without any further action or consent on your part. You will be entitled to cancel any conditional offer at any time before the Effective Time has occurred and your offer accepted.
 - (b) Each conditional offer or subscription will be authorized by you and accepted with the understanding that an actual purchase is intended and that it is your obligation to pay for the purchase upon WDCO's demand. Processing of any conditional offer or subscription will be subject to certain rules and regulations, which are subject to change at any time without notice. You understand that entering a conditional offer or a subscription in no way entitles you to purchase any securities and that WDCO reserves discretion to reject any offer for any reason, to allocate securities on any basis, or to change methods for allocating securities at any time and without notice. You also understand that your Account may be required to contain available funds equal to or greater than the purchase price reflected by your offer. Any offer inadvertently accepted without sufficient funds in your Account will be subject to cancellation or liquidation. You are responsible for your offers, including any purchases that exceed available funds. If funds are not available in the Account and an offer is accepted,

your payment must be immediately submitted to WDCO. If payment is not received, or as market conditions warrant, your Account may be liquidated without prior notice. In the event your Account is liquidated, you will be liable for resulting losses and all associated costs incurred by WDCO.

13. Interest. Under certain circumstances, interest may be charged in a special cash account for an extension of credit that may not be directly related to the purchases of securities on margin. Examples of such extensions of credit include prepayments on securities sold (proceeds from sales paid to you before the later of the settlement date or WDCO's receipt of the securities sold in "good delivery form") and late payments in cash accounts (payments received or securities delivered after settlement date.)
14. Right to Set-off. Notwithstanding anything contained herein to the contrary and in addition to any other rights granted, you hereby authorize WDCO, and grant to it the irrevocable right, to set-off against and apply the entire amount or any portion of any amounts owed by you to WDCO under this Agreement or any other agreement or arrangement with you against any and all claims, whether or not then determined or liquidated, that WDCO has against you. This set-off right of WDCO will be available regardless of whether you are defending WDCO or its affiliates, successors, and permitted assigns in good faith against any loss; whether you and WDCO disagree about the set-off; or whether such loss is actual or threatened, liquidated, or contingent. You have the right to submit disagreements respecting the set-off to mediation and arbitration pursuant to section 39.
15. Satisfaction of Indebtedness; Security for Obligations. In addition to the right to set-off:
 - (a) You hereby grant to WDCO a first-priority lien on and a security interest in all cash, securities, accounts, deposit accounts, instruments, and other property you own or in which you have an ownership interest, whether owned individually, jointly, or in the name of another person or entity at any time, that may be in WDCO's possession or control for any purpose, including safekeeping (the "Collateral"), to secure all of your indebtedness and other obligations of any kind or nature to WDCO in respect to such Accounts or any obligation arising in connection therewith, including the power, right, and authority to:
 - (i) cancel orders or transfer securities and other property held by WDCO from or to any of such Accounts whenever it considers such a transfer necessary to preserve and give effect to its lien and security interest for its protection, with full discretion to determine which Collateral to sell and which contracts or orders are to be closed or cancelled, all without liability therefore to WDCO;
 - (ii) until payment or delivery is made in full, pledge, repledge, hypothecate, or rehypothecate, without notice, any or all securities that WDCO may hold for you (either individually or jointly with others), separately or in common with other securities or any other property, for the sum then due or for a greater or lesser sum, without retaining in its possession and control for delivery a like amount of similar securities and borrow any security or other property necessary to make delivery thereof, and you will remain responsible for any loss that WDCO may sustain thereby and any premiums that it may be required to pay thereon as well as any loss that it may sustain by reason of its inability to borrow the security or other property sold; and
 - (iii) sell any or all securities that WDCO may hold in any such Account, buy-in any or all securities required to make delivery for any such Account, or cancel any or all outstanding orders or commitments for any such Account.

You agree to be liable to WDCO for any remaining deficiency.

- (b) In enforcing its security interest. WDCO will have all the rights and remedies available to a secured party under the Utah Uniform Commercial Code. Unless you obtain prior written consent from WDCO, you represent and warrant that, at all times, the Collateral held in your Accounts is not subject to any liens, security interests, mortgages, or encumbrances of any nature other than WDCO's security interest.
 - (c) In the event that you are more than five business days late in making any payment to WDCO in accordance with the provisions of this Agreement, you agree that, to the extent permitted by law, you will pay promptly upon a demand a late charge equal to 5% of the amount of the overdue payment plus the reasonable costs and expenses of collection of such indebtedness and obligations, including attorney's and expert fees, incurred and payable or paid by WDCO.
16. No Liability. WDCO will not be liable (directly or indirectly) for any loss caused directly or indirectly by government restriction, exchange or market rulings, suspension of trading, acts of war, strikes, failure of the mail or other communications systems, mechanical or electronic failure, or failure of third parties to follow instructions or other conditions beyond WDCO's control. WDCO will not be liable for any indirect or consequential losses arising out of the use of the securities or cash in your Account, including loss of an investment position due to an erroneous or inadvertent debit, the tax consequence of any event or transaction, lost opportunity, missed dividends, or similar items. This provision will survive the termination of your Account for any reason.
 17. Purchases and Sales by You. You agree that WDCO may rely upon any oral buy or sell instruction to your Account Representative and that no written confirmation of these oral instructions need to be given by you unless WDCO requests for any reason. Further you understand and agree that any order to "sell short" must be designated as a short sale at the time the order is entered. Unless specified as a short sale, WDCO will treat all sell orders as being for securities owned "long" at that time by you. You agree to deliver the securities in negotiable form on or before settlement date.
 18. Special Order Instructions.
 - (a) WDCO accepts orders defined as "market," "limit," "stop," and "stop limit." In addition, WDCO offers "stop on quote" and "stop limit on quote" order types. A stop on quote order to buy (or sell) becomes a market order to buy (or sell) when the National Best Bid and Offer (NBBO) ask (bid) is at or above (below) the stop price, and a stop limit on quote order to buy (or sell) becomes a limit order to buy (or sell) at the limit price when the NBBO ask (bid) is at or above (below) the stop price. You acknowledge that selling securities pursuant to a "market not held," "all or none," or other discretionary market order authorizes

WDCO to use its brokerage judgment in executing the order and to trade at the same or better price than that received on the sale of the securities and relieves WDCO of its normal responsibilities respecting the time of execution and the price or prices of execution of such an order.

- (b) Certain orders, at WDCO's discretion, may be subject to manual review and entry or other processing, which may cause delays in processing your orders. You should be aware that for any order, you will receive the price at which your order was actually executed in the marketplace, which may be different from the price at which the security or option is trading when your order is entered.

19. Cancellation Requests; Late and Corrected Reports. When you place a request to cancel an order, the cancellation of that order is not guaranteed. Your order will be canceled only if your request is received in the marketplace and matched before your order is executed. During market hours, it is rarely possible to cancel your market order. Do not assume that any order has been executed or cancelled until you have received a confirmation showing such cancellation. WDCO may, from time to time, receive late reports from exchanges, trading platforms, and market-makers reporting the status of transactions. Accordingly, you may be subject to late reports related to orders that were previously unreported to you or reported to you as being expired, cancelled, or executed. Further, any reporting or posting errors, including errors in execution prices, will be corrected to reflect what actually occurred in the marketplace.

20. Fiduciary Account Provisions. If this is a Fiduciary Account, you represent, warrant, and certify that: (a) the individuals signing this document are duly appointed and qualified Fiduciaries; (b) the Fiduciaries have been duly authorized to establish and maintain this Account; (c) all transactions initiated by the Fiduciaries will be in accordance with the provisions of applicable law and the document governing the Fiduciary capacity, if any; (d) the Fiduciaries may execute any documents that WDCO may require; and (e) unless WDCO has notice to the contrary acknowledged by WDCO, any of one of the Fiduciaries may individually provide instructions as to the assets of this Account, including to order the transfer or delivery of funds and securities. If this is the Fiduciary Account of a nonnatural person, the signers also represent, warrant, and certify that the owner is duly constituted or organized and validly existing under the laws of its domicile and that the instrument or capacity under which it exists is in full force or effect.

21. Joint Account Provisions.

- (a) If this Account has more than one owner, the manner in which WDCO carries the names of the owners on its records will designate the nature of the ownership. You, and each of you, agree jointly and severally with WDCO that:

- (i) Each of you is jointly and severally responsible for this Account and will pay on demand any debit balance at any time.
- (ii) Each of you has full power and authority to make purchases and sales, withdraw monies and property, or do anything else with reference to said Account, and WDCO is authorized and directed to act upon instructions of any one of you; *provided, however*, that WDCO will make all checks payable to all owners jointly and will deliver property registered in the names of all joint owners unless all owners provide it with other written instructions.
- (iii) The authority of each of you to act in connection with this Account will continue until WDCO receives and acknowledges written notice from any of you revoking this authority.
- (iv) Any notice of any kind sent to any of you will be a notice to all of you.
- (v) This Agreement will survive the disability or incompetence of any of you.
- (vi) In the event of the death of any of you, WDCO will, in good faith without actual notice of such death, continue to act under this Agreement, and any and all action so taken by WDCO will be binding on each survivor and his or her legal representatives, beneficiaries, and assigns, who will also be bound by any payment or delivery made to or any transaction made by each survivor, and WDCO will look only to the survivors.

- (b) You ratify and confirm all transactions that may hereto have been entered into for your Account by any of you. In the event that WDCO receives conflicting or inconsistent instructions from any of you, WDCO may follow or abstain from following any of such instructions until they have been reconciled in writing to WDCO's satisfaction, all without liability to WDCO. You agree that all money and property that WDCO holds for you individually or in any joint Account will be considered Collateral and will be subject to a general lien in favor of WDCO. You further agree that WDCO is authorized to sell securities and purchase any and all property in any Account to satisfy any obligation you have individually or jointly.

- (c) WDCO must receive immediate notice in writing of the death of any one of you. The estate of any of you who has died will be liable, and the survivors will continue to be liable, jointly and severally, for any existing debit balance or loss in your Account. WDCO makes available on its website a form by which joint holders of an Account may provide further instructions applicable in the event of death of one of the Account owners.

22. Community Property. If you are married and a resident of a community property state, although the laws of community property states may recognize spouses' rights to agree to hold property as joint tenants with rights of survivorship, you acknowledge that you should consult with your attorney to ensure that your specific state recognizes the joint tenancy this Account creates.

23. Use of Third-party Investment Advisers. If you have authorized an investment adviser not affiliated with WDCO (a "Third-party Investment Adviser") to trade securities in your Account on a discretionary basis, or if you are relying on the nondiscretionary advice of a Third-party Investment Adviser in managing your Account, you acknowledge and agree that WDCO has no responsibility or liability to you for trading strategies or securities transactions effected or recommended by the Third-party Investment Adviser.

24. WDCO as Agent. You understand that WDCO is acting as your agent for all securities transactions unless it confirms to you in writing (including through your transactions confirmation) that it is acting as dealer (principal) for WDCO's own account. Further, you understand that WDCO or its associates may own the same securities as you own and that your transactions in such securities may be occurring at the same time as transactions initiated by WDCO or its associates. Under such circumstances, WDCO's policies and procedures are designed to protect your interest respecting execution and pricing.

25. Confirmations and Statements.

- (a) WDCO will provide statements and trade confirmations in electronic form. By your signature below, you acknowledge that you are aware that all statements and trade confirmations will be provided electronically. If you choose to receive statements and confirmations in paper, WDCO may charge for that service in accordance with the fees listed on the current fee schedule available on WDCO's website. You acknowledge that, due to the nature of the markets involved, positions confirmed or deleted in error may result in a substantial loss. Consequently, you agree that if for any reason you fail to bring an error or discrepancy to WDCO's attention within the period specified below, any loss will be your responsibility and liability, as applicable. These will be conclusive and binding upon you unless you object within five business days of receipt of trade confirmation statements and within 10 business days of receipt of Account statements. Your objection must be in writing directed to the following address: Chief Compliance Officer, 236 Main Street, Salt Lake City, Utah 84101.
- (b) Notices and other communications posted electronically to your Account in electronic format on WDCO's website or mailed to your address of record will be deemed to have been personally delivered to and received by you, unless WDCO has been notified in writing of different instructions or mailing address for your Account. You are required to notify WDCO promptly of any changes of address or telephone numbers where you can be reached. WDCO may, at its discretion, combine all confirmations and statements from the same day and to the same address into the same posting or mailing.

26. Responsibility for Transactions. Unless otherwise specified by you, WDCO is authorized to enter orders for you in its name on any exchange or other market or place where such business may be transacted for your Account and upon the instructions of you or your agent. You authorize WDCO to employ agents on your behalf, with the identity of the agent so employed to be disclosed upon request.

27. Net Exercises. WDCO may agree to facilitate your exercise of stock options, warrants, or similar derivative securities through a net-exercise procedure in which you represent to the issuer of the securities that WDCO will pay for the cost of the securities from your Account. Once those payment instructions have been accepted by WDCO, they are not revocable or amendable by you, and you will hold WDCO free and harmless from any liability, cost, or expenses associated with the market fluctuation of the stock price of the subject security. Before accepting your instructions, WDCO must verify that the issuer will promptly deliver a readily marketable security in negotiable form, and you must designate the Account into which the securities are to be deposited.

28. Losses Due to Extraordinary Events. WDCO is not responsible, and you agree not to hold WDCO liable and to indemnify it, for losses caused directly or indirectly by extraordinary conditions beyond its control, including war (whether or not declared), natural disasters, government restrictions, exchange or market rulings, strikes, interruptions of communications or data processing services, widespread violent civil unrest, trading suspensions, news or analysts' reports, trading volumes, market volatility, disruptions in orderly trading, or similar extraordinary events beyond WDCO's control.

29. Custody of Securities; Hypothecation. Fully paid for securities held by WDCO for you, but which are not registered in your name, may be commingled with identical securities being held for other clients by WDCO, or the Depository Trust and Clearing Company or similar depositories. Securities held for accounts of customers with outstanding obligations, or deposited to secure such obligations, may from time to time and without notice to such customer, be commingled with securities of other customers and used by WDCO for pledge or repledge, hypothecation or rehypothecation, loans, or delivery on contracts for other customers without WDCO having in possession and control for delivery a like amount of similar securities. When you pledge securities to your margin account, some or all of the securities acting as collateral in that account may be used, lent, or pledged by WDCO in accordance with SEC rules. When this happens, certain rights of your ownership related to such securities may be transferred to WDCO or transferred by it to others. In certain circumstances, such pledges may limit, in whole or in part, your ability to exercise voting rights for such securities.

30. Worthless and Nontransferable Securities. Any securities positions for which: (a) WDCO is unable to find a market to conduct a liquidation of the security; (b) WDCO is unable to find an independent transfer agent employed by the issuer to conduct a stock transfer; or (c) costs involved in the sale of the security are greater than the proceeds generated from the sale, may be given a "worthless" status, at which time a "negative response letter," with specific instructions set forth therein regarding the worthless securities, will be sent to you at the last known address on file with WDCO.

31. Tax Law Indemnification. In the event that you are required to pay tax upon any securities, commodities, or contracts carried in your Account pursuant to the provision of any applicable tax law, you will indemnify and hold WDCO harmless from any liability incurred by it relating to either those taxes or applicable tax laws, including attorneys' fees, costs, penalties, interest, or fines. You acknowledge that WDCO reports to the IRS both the proceeds of all sales transactions and all dividends paid.

32. Cost Basis. As required by the Energy Improvement and Extension Act of 2008, WDCO reports your cost basis and short-term and long-term capital gain/loss information to the Internal Revenue Service (IRS) after the sale of your securities. WDCO will use an alternate cost-basis accounting method. The IRS Cost Basis Regulations can be found on the IRS website with these links: http://www.irs.gov/irb/2010-47_IRB/pt04.html.

33. Access Equals Delivery. WDCO has adopted the "Access Equals Delivery" model that permits securities issuers and their intermediaries to satisfy their prospectus and proxy or information statement delivery requirements for certain communications by making their prospectus available online on the Internet. To obtain electronic copies of notices, offering documents, and other information for available products, please visit the issuer's website, as announced. Printed copies of the final prospectus or proxy or information statements related to your transactions are also available upon request.

34. No Advice. All transactions will be done only upon the express instructions of you or your authorized delegate, except as otherwise provided in the Agreement. You further acknowledge that WDCO will not provide you with legal, tax, or accounting advice and that you will not solicit or rely upon any such advice from WDCO. In making legal, tax, or accounting decisions respecting transactions in or for your Accounts or any other matter, you will consult with and rely exclusively upon your own advisors and not upon WDCO, which will have no liability therefor.

35. Telephonic Communications. You understand and agree that WDCO may record any telephone conversation for accuracy.
36. Trading Limitations. Trading in low-priced issues can generate obligations at clearing and settlement firms, such as DTC or NSCC, out of proportion to the value of securities being traded. DTC has styled these fees as “illiquidity charges” or “domination fees,” and they can profoundly limit the number of shares WDCO is able to trade in any settlement cycle. You agree to be bound by trading limitations WDCO may find practicable to impose in order to protect its liquidity. Generally, transactions larger than 20% of the average daily trading volume of the last 20 days will result in such charges, and the cost to finance those charges from trade date to settlement date may be billed to your Account at an annualized charge of 20%, with a \$25.00/day minimum. This includes all trades done at the clearing firm in an issue during the same settlement cycle, which may subject you to a charge for a pro-rata share of illiquidity fees imposed because of the aggregate trades of all WDCO customers in a single issue, even though your transactions account for less than 20% of the daily volume. Domination charges may be passed through to you at cost, with a minimum fee of \$5.00/day.
37. No Discretion without Express Authorization. You acknowledge that WDCO does not have any power, authority, or discretion to enter into a mutual agreement, arrangement, or understanding on your behalf to render any advice that will serve as the primary basis for your investment decisions respecting the assets of the Account and that is individualized to the particular needs or objectives of your Account. Notwithstanding anything to the contrary herein, you may appoint WDCO or any other qualified third party as an investment manager respecting all or a portion of the assets in your Account pursuant to a written management contract between you and the investment manager.
38. Attorneys’ Fees and Costs. WDCO will not be liable for any act or omission made respecting your Account except for its intentional misconduct or gross negligence. Any expense, including attorneys’ fees incurred by WDCO in defense of any action brought against you and WDCO, will be borne solely by you. Any expense, including attorneys’ fees incurred by WDCO in defense of an action brought by you seeking rescission of any agreement between you and WDCO or to recover damages for the activities of WDCO in handling any of your Accounts, will be borne solely by you, whether or not it exceeds the balance in the Account, should WDCO prevail.
39. Arbitration Agreement.
- (a) **The following disclosure is required by various regulatory bodies, but should not limit the applicability of the following provision to, or in any claim or controversy that may arise between, you and WDCO. This Agreement contains a predispute arbitration clause. By signing this Agreement, the parties agree as follows:**
- (i) **Arbitration is final and binding on the parties. 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.**
 - (ii) **The parties are waiving their rights to seek remedies in court, including the right to a jury trial. Arbitration awards are generally final and binding; a party’s ability to have a court reverse or modify an arbitration award is very limited.**
 - (iii) **Pre-arbitration discovery is generally more limited than, and different from, court proceedings. The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.**
 - (iv) **The arbitrators’ award is not required to include factual findings or legal reasoning, and any party’s right to appeal or seek modifications of rulings of the arbitrators is strictly limited. The arbitrators do not have to explain the reasons for their award.**
 - (v) **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
 - (vi) **The rule of some arbitration forums may impose time limits forming a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.**
 - (vii) **The rules and any amendments thereto of the arbitration forum in which the claim is filed are hereby incorporated into this Agreement.**
 - (viii) **The award of the arbitrators or of the majority of them will be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.**
 - (ix) **No person will bring a putative or certified class action to arbitrate or seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class action who has not opted out of the class for any claims encompassed by the putative class for any claims encompassed by the putative class action until: (1) the class certification is denied; (2) the class is decertified; or (3) the client is excluded from the class by the court. This forbearance to enforce and agreement to arbitrate will not constitute a waiver of any rights under this Agreement, except to the extent stated herein.**
- (b) **You agree, and in consideration of its carrying an Account for you WDCO agrees, that all controversies, except as noted below, that may arise between you and WDCO, including any dispute: (i) involving WDCO’s present or former agents, employees, officers, and directors; (ii) involving transactions an any Account you have individually or jointly with or on behalf of another party at WDCO, including those in which you have a beneficial interest; or (iii) respecting the construction, performance, or breach of this or any other agreement between you and WDCO, whether entered into prior to, on, or subsequent to the date hereof, will be fully and finally determined by binding arbitration. Excluded from the arbitration requirement would be any action for injunctive relief to preserve the status quo or request emergency relief, which would be permitted in court. Any arbitration under this Agreement will be determined by arbitration before FINRA and when applicable, the arbitration laws of the state of Utah and the Federal Arbitration Act.**
- (c) **If you file a claim in court against WDCO or its present or former employees, agents, officers, or directors, WDCO may seek to compel arbitration of the claim. If WDCO seeks to compel arbitration of the claim, WDCO must agree to arbitrate all of your claims contained in the complaint.**

40. **Dispute Resolution; Waiver of Jury Trial.** You acknowledge that the forum for any dispute resolution involving controversies that may arise between you and WDCO is through arbitration pursuant to the terms of the arbitration provision in this Agreement, unless such arbitration is by law unavailable. In the unlikely event that any controversy or dispute arising under this Agreement is ineligible for arbitration, you agree that you will not exercise any rights to elect or demand a trial by jury and expressly waive any right to a trial by jury. You acknowledge and agree that this provision is a specific and material aspect of the agreement between the parties and that WDCO would not enter into this Agreement if this provision were not part of the Agreement.
41. **Business Continuity Plans.** WDCO has a business continuity plan (“BCP”) as required under FINRA Rule 4370 should a business interruption take place. For more information and the most current version of the BCP, please visit the website.
42. **Termination.**
- (a) This Agreement will remain in effect until WDCO acknowledges, in writing, the receipt of a written statement from you that you wish to terminate your Account, after which time you will not be bound for any further transactions made for the Account. However, you will remain liable for any charges arising in your Account whether arising before or after termination. WDCO reserves the right to terminate your Account at any time by written notice to you.
- (b) WDCO is authorized, without notice to you, to cancel any outstanding orders or to close out your Account, in whole or in part, for any reason should WDCO deem it necessary for its protection. If this is an individual Account, WDCO, in its discretion, is authorized to take the same actions enumerated in the previous sentence in the event you die.
43. **Amendment.** Except as herein otherwise expressly provided, no provision of this Agreement will, in any respect, be waived, altered, modified, or amended by you unless the waiver, alteration, modification, or amendment is in writing and signed by WDCO. Except as herein otherwise expressly provided, WDCO can change the terms of this Agreement at any time by written notice to you. The new terms will thereafter apply to this Agreement, including any outstanding debit balance in your Account, unless WDCO tells you otherwise. In the event that you do not wish to accept and agree with any changes made to this Agreement by WDCO, you may pay any debit balance in full within 30 calendar days of the receipt of notice of any change and terminate your Account. Failure to terminate your Account by such date will be deemed acceptance of any amendments to this Agreement.
44. **Banking Law Disclosure.** You should be aware that the Account is not a bank account, the Account is not insured by the Federal Deposit Insurance Corporation, and WDCO is not a bank. Any determination by any federal or state regulatory authority that certain features of the Account constitute unauthorized banking by WDCO may result in the termination of your Account.
45. **SIPC.** WDCO is a member of Securities Investor Protection Corporation (SIPC). Customers are protected up to the applicable SIPC limits in the unlikely events of insolvency or if there were customer securities or funds missing. Current SIPC limits are \$500,000 for securities and cash per customer, of which up to \$250,000 may be in cash. SIPC does not provide protection against market losses and does not cover securities held by WDCO. Information regarding SIPC, including a SIPC brochure, may be obtained by contacting SIPC via its website at www.sipc.org or by telephone at (202) 371-8300.
46. **Assignment.** This Agreement will bind your heirs, executors, successors, administrators, assigns, and conservators (“successors”). In the event of your death, incompetency, or disability, whether or not successors of your estate and property will have qualified or been appointed, WDCO may continue to operate as though you were alive and competent until notified otherwise. This Agreement will inure to the benefit of WDCO’s successors and assigns.
47. **Compliance with Process.** You authorize WDCO to comply with any process, summons, order, injunction, execution, constraint, levy, lien, or notice of any kind (“Process”) received by or served upon WDCO that, in its sole opinion, affects your Account. WDCO may, at its option and without liability, thereupon refuse to honor orders to pay or withdraw sums from your Account, may refuse to transfer or return securities, and may either hold the balance therein until the Process is disposed of to WDCO’s satisfaction or pay the balance over to the source of the Process. In any event, WDCO will have no obligation to contest the service of any such Process or the jurisdiction of the source.
48. **Privacy Policy.** WDCO is committed to safeguarding the confidential information of its clients. All information regarding your Account is held in the strictest of confidence. Information is only disclosed to nonaffiliated third parties as permitted by law. WDCO’s policy respecting personal information about you is presented below.
- (a) **The Information Collected about You.** The nonpublic personal information WDCO collects about you comes primarily from you or your broker, when you apply for, access, and use financial products and services offered by your broker. This information may include:
- items such as your name, street or email address, telephone number, social security number, occupation, and income;
 - information relating to your transactions, including Account balances, positions, and activity;
 - information that may be received from consumer reporting agencies, such as credit bureau reports and other information relating to your creditworthiness; and
 - other information you provide on application or transaction forms.
- (b) **How Personal Information is Protected.** Access to your information is limited to only those who need to know it in order to provide service to you and to nonaffiliated parties as permitted by law. WDCO maintains physical, electronic, and procedural safeguards that are designed to comply with federal standards to guard your information.

- (c) Links. WDCO's website may contain links to other websites. WDCO is not responsible for the privacy policies or practices or the content of those sites.
- (d) Opt-out Policy. You may opt-out of the disclosure of nonpublic personal information to a nonaffiliated third party by giving notice in writing or e-mail to WDCO.
- (e) Changes to this Privacy Policy. WDCO reserves the right to change this policy. Please review WDCO's website for updates to this policy.

If your relationship with WDCO ends, it will continue to treat your information as described in this Privacy Policy.

- 49. Direct Communication 14b-1(c). Rule 14b-1(c) of the Securities Exchange Act requires WDCO to disclose to an issuer, upon its request, the names, addresses, and securities positions of its customers who are beneficial owners of the issuer's securities held by it in nominee name unless they object. The issuer would be permitted to use your name and other related information for corporation communication only. By checking the related box in the signature section of this Agreement, you elect whether to disclose such information.
- 50. Counterpart and Electronic Signatures. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. Facsimile or other electronic transmission of signatures will constitute original signatures for all purposes of this Agreement and any enforcement hereof.

CREDIT REPORT DISCLOSURE AND AUTHORIZATION AGREEMENT

You authorize WDCO and any entity directed by WDCO to obtain a credit and background investigation report about you. You understand that a "consumer credit report" includes any information regarding your creditworthiness, credit standing, and credit capacity. You further understand and agree that a credit report and a background investigation report may be obtained at any time, and any number of times, as WDCO, in its sole discretion, determines is necessary before, during, or after your involvement with WDCO.

You further understand that if you are in the state of California, Minnesota, or Oklahoma, you can receive a free copy of any credit report requested by WDCO about you at any time the report is provided to WDCO (check the box below if copy is desired).

You hereby authorize all reporting agencies and other persons or entities having information about you to provide such information to WDCO or any entity that obtains information for WDCO. You further fully release WDCO and its successors and assigns, and all other parties involved in the background investigation, including investigators, credit agencies, and those companies or individuals that provide information to WDCO concerning you, from any claims or actions for any liability whatsoever related to the process or results of the background investigation.

CASH SWEEP PROGRAM

WDCO's Cash Sweep Program offers you the ability to automatically sweep available cash balances in your Account into a Money Market Fund. Participation in the Cash Sweep Program allows you the possibility of earning interest or dividends on the cash in your Account.

1. How the Program Works.

- (a) If you are enrolled in the Cash Sweep Program, WDCO will invest the available cash balances in your Account in the Money Market Fund managed by our Money Market Fund provider. Once you are enrolled, the cash balance in your Account will automatically sweep into the Money Market Fund, typically on a daily basis. If you make a deposit to your Account, it may take up to two business days before your deposit sweeps into your cash sweep option, and will constitute Free Credit Balances until they are swept.
- (b) Balances in the Cash Sweep Program can be liquidated upon your request and the proceeds returned to your Account or to you. Our Money Market Fund may place limitations on timing and amount of withdrawals permitted, and you should read the fund's prospectus carefully before making an investment. You may access your funds in the Cash Sweep Program only through your Account.
- (c) Funds are withdrawn automatically from the Cash Sweep Program to satisfy any debits created in your Account when you purchase securities or request a withdrawal of funds. The availability of funds for making payments, withdrawals, or transfers from your Account is governed by the agreements you have entered into with WDCO in connection with your Account.

2. Fees. No direct fees will be assessed to your Account or deducted from your specified rate of return on the Cash Sweep Option, except as outlined in "Liquidity Fees and Redemption Gates" below.

3. Liquidity Fees and Redemption Gates.

- (a) SEC rules give the boards of money market funds the ability to manage redemption activity during times of market stress. Retail and institutional funds may impose a redemption fee of up to 2% of redemption proceeds or temporarily suspend redemptions (referred to as a gate) if the fund's "weekly liquid assets" fall below 30% of the fund's total assets and the board determines that imposing a fee or gate is in the fund's best interest. Weekly liquid assets include cash, U.S. Treasury securities, certain other government securities with remaining maturities of 60 days or less, and securities that convert into

cash within five business days. Retail and institutional funds must impose a redemption fee of up to 2% if a fund's weekly liquid assets fall below 10% of the fund's total assets, unless the board determines that doing so would not be in the best interests of the fund. Once a fee or gate is imposed, it remains in effect until the fund has 30% or more of its assets invested in weekly liquid assets or the fund's board determines that a fee or gate is no longer in the fund's best interest. A gate may remain in effect for up to 10 business days within a 90-day period only.

(b) In the event that a liquidity fee or redemption gate is imposed, the fund will still price its fund shares according to the times listed in the fund's prospectus.

4. **Participation is Optional.** You are not required to participate in the Cash Sweep program. You may opt out at any time by sending a written request to your Account Representative and requesting to stop participating in the Cash Sweep Program. If you decide not to participate, WDCO will hold the available cash in your Account in the form of a Free Credit Balance. Free Credit Balances are payable to you upon demand. WDCO may use your Free Credit Balances to fund certain of its business operations, as permitted by law, and may earn income through such use. WDCO is under no obligation to pay interest to you for your Free Credit Balances.

5. **Important Notices.**

(a) If you chose to participate in the Cash Sweep Program, WDCO will automatically sweep the available cash in your Account into our Money Market Fund currently managed by Alliance Bernstein. Alliance Bernstein is not under WDCO's control. Information regarding the Alliance Bernstein Money Market Fund can be found at www.alliancebernstein.com.

(b) WDCO may receive a 12b-1 distribution fee, service fee, subtransfer agent fee, recordkeeping fees, and other compensation from money market funds and their affiliates. Money market fund prospectuses contain additional information about compensation.

(c) WDCO may, upon prior notice to you, change, add, or delete products available through, or the terms and conditions of, its Cash Sweep Program. Further, WDCO may, upon prior notice to you, change the Cash Sweep option in which you participate from one option to another. If you do not object within 30 days of such notice, WDCO will treat your nonresponse as acceptance of the program change. If WDCO makes a change, there is no guarantee that the change will provide an equal or greater rate of return to you during any given period, and the rate of return may be lower.

(d) Money market funds are securities and are not insured by the FDIC, carry no bank or government guarantee, and are subject to investment risk, including loss of principal amount invested. Federal banking regulations require each financial institution in the Cash Sweep Program to reserve the right to require seven calendar days' prior notice before a withdrawal of any deposit.

IMPORTANT INFORMATION ON PENNY STOCKS

The U.S. Securities and Exchange Commission (SEC) requires your broker to give this statement to you, and to obtain your signature to show that you have received it, before your first trade in a penny stock. This statement contains important information. You should read it carefully before you sign it, and before you decide to purchase or sell a penny stock.

In addition to obtaining your signature, the SEC requires your broker to wait at least two business days after sending you this statement before executing your first trade to give you time to carefully consider your trade.

Penny stocks can be very risky.

Penny stocks are low-priced shares of small companies. Penny stocks may trade infrequently, which means that it may be difficult to sell penny stock shares once you have them. Because it may also be difficult to find quotations for penny stocks, they may be impossible to accurately price. Investors in penny stock should be prepared for the possibility that they may lose their whole investment.

While penny stocks generally trade over-the-counter, they may also trade on U.S. securities exchanges, facilities of U.S. exchanges, or foreign exchanges. You should learn about the market in which the penny stock trades to determine how much demand there is for this stock and how difficult it will be to sell. Be especially careful if your broker is offering to sell you newly issued penny stock that has no established trading market.

The securities you are considering have not been approved or disapproved by the SEC. Moreover, the SEC has not passed upon the fairness or the merits of this transaction nor upon the accuracy or adequacy of the information contained in any prospectus or any other information provided by an issuer or a broker or dealer.

Information you should get.

In addition to this statement, your broker is required to give you a statement of your financial situation and investment goals explaining why his or her firm has determined that penny stocks are a suitable investment for you. In addition, your broker is required to obtain your agreement to the proposed penny stock transaction.

Before you buy penny stock, federal law requires your salesperson to tell you the "*offer*" and the "*bid*" on the stock, and the "*compensation*" the salesperson and the firm receive for the trade. The firm also must send a confirmation of these prices to you after the trade. You will need this price information to determine what profit or loss, if any, you will have when you sell your stock.

The offer price is the wholesale price at which the dealer is willing to sell stock to other dealers. The bid price is the wholesale price at which the dealer is willing to buy the stock from other dealers. In its trade with you, the dealer may add a retail charge to these wholesale prices as compensation (called a “markup” or “markdown”).

The difference between the bid and the offer price is the dealer’s “spread.” A spread that is large compared with the purchase price can make a resale of a stock very costly. To be profitable when you sell, the bid price of your stock must rise above the amount of this spread and the compensation charged by both your selling and purchasing dealers. Remember that if the dealer has no bid price, you may not be able to sell the stock after you buy it, and may lose your whole investment.

After you buy penny stock, your brokerage firm must send you a monthly Account statement that gives an estimate of the value of each penny stock in your Account, if there is enough information to make an estimate. If the firm has not bought or sold any penny stocks for your Account for six months, it can provide these statements every three months.

Additional information about low-priced securities, including penny stocks, is available on the SEC’s Web site at <http://www.sec.gov/investor/pubs/microcapstock.htm>. In addition, your broker will send you a copy of this information upon request. The SEC encourages you to learn all you can before making this investment.

Brokers’ duties and customer’s rights and remedies.

Remember that your Account Representative is not an impartial advisor – he or she is being paid to sell you stock. Do not rely only on the salesperson, but seek outside advice before you buy any stock. You can get the disciplinary history of a salesperson or firm from FINRA at 1800-289-9999 or contact FINRA via the Internet at www.finra.org. You can also get additional information from your state securities official. The North American Securities Administrators Association, Inc. can give you contact information for your state. You can reach NASAA at (202) 737-0900 or via the Internet at www.nasaa.org.

If you have problems with an Account Representative, contact the firm’s compliance officer. You can also contact the securities regulators listed above. Finally, if you are a victim of fraud, you may have rights and remedies under state and federal law. In addition to the regulators listed above, you also may contact the SEC with complaints at (800) SEC-0330 or via the Internet at Complaint Form.

CONFLICTS OF INTEREST

Conflicts of interest are present in many contexts in the financial services industry. There is no one-size-fits all framework through which firms can manage conflicts, and WDCO has attempted to identify and disclose those conflicts that may affect you, as a customer. WDCO takes the precept of fair dealing with its customers seriously. WDCO’s Chief Compliance Officer seeks to identify, disclose, and enforce procedures designed to neutralize the effects of its conflicts of interest on its customers. In dealing with potential conflicts, WDCO requires integrity and the use of good judgment and discretion exercised in a manner expected by its policies and values. Listed below are areas of potential conflict, and the steps WDCO has taken to ensure that its customers are treated fairly.

1. **Market Making.** WDCO may make markets in hundreds of issues, which means that it may take the other side of your trade. That is, when you are selling, WDCO may be buying, and vice-versa. WDCO may be taking a position in a stock you are selling, or selling a stock you are accumulating. WDCO’s obligation is to ensure that you receive the best national bid or offer price for your transaction, and when possible, offer price improvement on your trade. WDCO also has an obligation to pass through the best price it receives when it represents your order and to refrain from “front running” or trading ahead of your order. Supervisors review WDCO’s transactions daily to ensure that customer orders are filled at the best available price.
2. **Compensation Practices.** WDCO’s compensation grids are completely product neutral, so no representative has an incentive to prefer one type of product over another. Because WDCO does not make recommendations, the firm avoids the problem of brokers pushing higher grossing products. The compensation grid also does not contain thresholds that might encourage a representative to engage in inappropriate activity in order to qualify for a higher payout. The firm does not sell proprietary products or participate in sales contests.
3. **Affiliated Firm.** Glendale Securities, Inc., a California-based securities broker-dealer, is a minority owner of WDCO and has the right, under specified terms, to purchase the balance of WDCO. WDCO ensures that transactions involving parties that are clients of its affiliated firm, Glendale Securities, Inc., do not receive preferential treatment or advantage over other clients.
4. **Hiring.** As part of screening applicants for employment, WDCO reviews an applicant’s employment and regulatory history, as well as his or her financial standing, to identify and not hire individuals who may be prone to engage in inappropriate activity or who have poor ethical standards.
5. **Training.** WDCO has incorporated training on ethics and conflicts of interest into its firm element training program to ensure that employees recognize when a conflict of interest exists and make appropriate decisions about handling the conflict in a manner that is consistent with the firm’s policies, procedures, and ethical standards.
6. **Outside Business Activity.** Registered representatives are required to submit a request for approval of any outside business activity. These requests are reviewed by the firm to ensure that the activity does not conflict with the interests of the firm or its customers. If outside activity is approved, this information is added to the representative’s Form U-4, the details of which can be viewed by the public at FINRA’s website: www.brokercheck.org.
7. **Confidentiality.** As is disclosed in WDCO’s privacy policy, information regarding its clients or their holdings is never used for any commercial purpose. This information may only be disclosed for those uses described in WDCO’s privacy policy.